

General Terms and Conditions for supply of temporary staff

1. The following terms and conditions shall apply to each order. In accordance with § 12 Workers Transfer Act (AÜG), a written contract must be drawn up for every order between employer and LOGISTIC PEOPLE (Germany) GmbH as well as LOGISTIC PEOPLE (South) GmbH - hereafter known as "LOGISTICPEOPLE". Amendments or collateral agreements require the written form. LOGISTIC PEOPLE shall be bound by offers, if they are accepted within 4 weeks of offer date General Terms and Conditions of the employer shall take effect only if LOGISTIC PEOPLE has given its written consent, even if LOGISTIC PEOPLE does not expressly object to these general conditions. Reference to the masculine gender in these Terms and Conditions serves readability only and applies to both sexes equally
2. The temporary worker placed by LOGISTIC PEOPLE must adhere to the agreed work times within the company of the employer. He must carry out all work assigned to him in accordance with all valid regulations, in particular all provisions on safety and hygiene. In accordance with § 11 paragraph 6 Workers Transfer Act (AÜG), the employer is also subject to the duties resulting from the employment protection laws.
3. In exceptional circumstances, LOGISTIC PEOPLE can either delay the provision of staff or withdraw from the contract either in whole or in part. This includes all circumstances, which constantly or temporarily make provision difficult or impossible. However, this does not apply in cases of grossly negligent or breach of contract by LOGISTIC PEOPLE or in intentional or grossly negligent breach of contract by a legal representative or by the agents of LOGISTIC PEOPLE or in the case of impossibility of performance by LOGISTIC PEOPLE. Unless LOGISTIC PEOPLE is entitled to postpone the provision of temporary staff or withdraw from the contract in whole or in part, claims for damages by the employer, irrespective of legal reason are excluded. If the employer is responsible for the impossibility of performance, the statutory provisions shall apply. In the event of delays in the context of labour disputes, in particular strikes and lock-outs, and in the event of other unforeseen circumstances, which are beyond the control of LOGISTIC PEOPLE, LOGISTIC PEOPLE shall be released from performance for the duration of said circumstance, where such circumstances are proven to prevent the use of temporary staff.
4. LOGISTIC PEOPLE and any temporary staff provided are required to maintain the confidentiality of all business affairs of the employer. LOGISTIC PEOPLE advises that the personal data provided is processed and used solely for the purpose of proper performance of the contract as well as any underlying contracts. The employer must inform LOGISTIC PEOPLE in cases of suspected privacy violations relating to the data provided, especially in the case of loss of data and unauthorized access or technical data theft.
5. Any temporary staff placed are checked by LOGISTIC PEOPLE for deployment suitability and assigned a certain pay group according to the Federal Association for Temporary Employment and Personal Services - Confederation of German Trades Unions (BZA-DGB) tariff agreement. Temporary staff are provided for the execution of the contracted work only and may therefore, use or operate only those devices, machines, tools required for this activity.
6. Without express written permission, temporary staff may not be assigned to the transport, handling or collection of money or other means of payment.

7. The activities of temporary staff on behalf of the employer are subject to the statutory regulations arising from employment protection legislation applicable to the operations of the employer. The employer shall ensure that all accident prevention and safety regulations as well as provisions of the Working Time Act (Arbeitszeitgesetz), applicable at the place of work of temporary staff, are observed and that facilities and first aid measures are ensured. The employer must inform temporary staff about specific work hazards that may be encountered during contracted activities as well as about measures to avoid them before employment begins. If temporary staff are exposed to chemical, physical or biological agents during operations on behalf of the employer or undertake dangerous activities within the meaning of the Employer's Liability Association Regulation (BVG) A 4, the employer must perform a preventive, medical examination before commencing these activities. In the event of an accident at work, the employer must notify the contractor immediately

Prices, payment

8. The prices are, unless otherwise expressly agreed and excluding bonuses for overtime, night work, shift work, work on Sundays and holidays, subject to statutory value-added tax. Hourly rates are based on the calculations carried out by LOGISTIC PEOPLE at the time the contract is concluded in accordance with the applicable, tariff-specific salaries and under the assumption that the BZA DGB collective agreement applies. For this reason, LOGISTIC PEOPLE reserves the right to raise the hourly rates in the case of a tariff increase, introduction or modification of statutory minimum wages or in the event of changes to the legal framework governing the remuneration of temporary staff in order to increase the percentage change in the wage costs of the temporary worker. Appropriate tariff increases are also reserved in the event of non-wage labour cost increases and changing market situations. The increase takes effect two weeks after the announcement of a price increase. An announcement of a price increase entitles the employer to terminate the contract, effective with effect from the date of the increase, with a period of one week from receipt of the notice. Temporary staff, who were employed in the last 6 months before the placement by the employer or by an employer associated with the employer within the meaning of § 18 Stock Corporation Act (AktG), will only be provided under the following conditions. In the case of the non-applicability of tariff rules by virtue of § 3 para 1 no. 3 , last sentence AÜG, the employer is required to pay wage costs increased by the percentage change in the hourly rates of temporary staff from the date of eligibility of the temporary staff in question. Verification of this is the responsibility of the client.
9. Remuneration of hired temporary staff is undertaken exclusively by LOGISTIC PEOPLE. Temporary staff are not entitled to receive any advances or payments whatsoever from employers.
10. Invoicing is undertaken on a weekly basis, unless otherwise agreed. Invoices must be paid in full when due. The employer is required to provide promptly to the temporary staff member in question or to LOGISTIC PEOPLE the time sheets produced for that staff member, however no later than the first working day of the following week, at the end of the month by the first working day of the following month and at the end of a contract, on the final working day of provision of temporary staff, signed electronically, if required).. If time sheets are not provided by the following day by the employer, the invoice will be issued on the basis of the unconfirmed time sheet. Time sheets are confirmed upon payment of the invoice at the latest. Invoice queries must be reported immediately, no later than 8 working days after receipt of the invoice.

WHERE PEOPLE MAKE CAREERS.

Surcharges, travel costs, release

11. The employer assumes the responsibility of dealing with temporary staff within the legal maximum working time limits. Insofar as a longer period of employment is permitted solely with the approval of State health and safety authorities, the employer must obtain such approval and produce this upon request. The basis for the calculation of the following surcharges is the regular, weekly working hours that apply within the employer's organization. For overtime, shift work and night work as well as work on Sundays and holidays the following supplements apply:
- a) Overtime Monday - Saturday 25%
 - b) Work hours on Sundays 100%
 - c) Work hours on holidays 150%
 - (d) Work hours from 23.00 to 6.00 pm (night work) 25%
 - e) Shift allowances and other charges
- (a - d) require a separate agreement. If supplements for overtime, and working on Sunday or holidays apply jointly, the higher surcharge will be calculated.
12. If the place of work lies outside the urban area of the commissioned branch, the employer must pay the travel costs of temporary staff provided for public transport from the city centre to the place of work. In this case, a reasonable daily allowance can also be agreed.

Warranty and liability

13. In view of the fact that provided temporary staff perform their duties under the direction and supervision of the employer, LOGISTIC PEOPLE is not liable for the execution of this work and for any damage which is caused by temporary staff in the course of their activities. The employer releases LOGISTIC PEOPLE from all claims arising from third parties in connection with temporary staff and the execution and operation of their assigned duties. The liability of LOGISTIC PEOPLE for the careful selection of temporary staff placed shall remain unaffected by this provision. Liability for negligence with regard to selection is limited in accordance with existing insurance coverage to a total of € 5,000,000. If temporary staff are unable to work due to illness or circumstance not foreseeable by and not caused by LOGISTIC PEOPLE, LOGISTIC PEOPLE must try to provide replacements as needed. Claims for damages may not be asserted in this event.
14. In the case of provision of foreign temporary staff, LOGISTIC PEOPLE must ensure that the necessary work permits are available. However, the employer must comply with all limits of the work permit with regard to industry or place of work. In the event that these restrictions are violated, The employer is required to release LOGISTIC PEOPLE from any claims made by the employment authorities.
15. If it appears to the employer that the services of temporary staff provided by LOGISTIC PEOPLE not sufficient and he informs LOGISTIC PEOPLE within the first four hours after beginning work, LOGISTIC PEOPLE will issue him with replacement staff, if possible. The employer will not be charged for these four hours. Furthermore, both parties have the right to terminate the contract with a notice period of one week with effect from the following weekend. In this case, the actual hours worked must be reimbursed.

- 16.** LOGISTIC PEOPLE is entitled, including during the agreed deployment period, to recall temporary workers upon giving a notice period of one week. However, they must replace recalled temporary staff by other, equally suitable temporary staff. Each party is entitled to terminate the lease contracts, with immediate effect, if the other party suspends its payments or when insolvency proceedings against their assets, judicial or extra-judicial settlement proceedings or similar insolvency proceedings are initiated and/or if the other party repeatedly fails to comply with essential requirements of this contract.

Acquisition of staff placed

- 17.** LOGISTIC PEOPLE is also active as a recruiter. If temporary staff provided by LOGISTIC PEOPLE end their employment relationship with LOGISTIC PEOPLE or if this ends due to limited contract lifetime and then the temporary worker enters into an employment relationship with the employer or with a company commercially or legally affiliated with the employer, then both sides hereby agree that this new employment relationship has been created by the mediation or attestation of LOGISTIC PEOPLE. This shall also apply in the event that temporary staff is only introduced to the employer, but then not placed as well as in the event that temporary staff or candidates are employed in a position other than the one initially intended. Accordingly, the employer is required to pay a provision or mediation fee in such cases in accordance with the current fee rates for recruitment agencies (see para. 4). The client is required to send LOGISTIC PEOPLE, unsolicited and immediately, upon conclusion of the contract one copy of the part of the contract concluded with of the employee, in which the salary components are listed and confirmed by the appropriate signatures.

Place of jurisdiction

- 18.** Place of jurisdiction – also in actions concerning bills of exchange, cheques and certificates - is Darmstadt. LOGISTIC PEOPLE holds an unrestricted permit from Federal Institute for Employment, issued by the State Employment Offices in Hessen, Frankfurt am Main and by the State Employment Office in Bavaria, Nuremberg pursuant to §§ 1, 2 para. 5 of the Workers Transfer Act (AÜG). Information pursuant to the Service Disclosure Duty Act (DL-InfoV) of 15/5/2010

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