

## **FEE CONDITIONS / TERMS AND CONDITIONS**

### **PERMANENT PLACEMENT BY LOGISTIC PEOPLE**

Note:

For the sake of better readability, the simultaneous use of the masculine, feminine, and diverse (m/f/d) language forms is omitted. All personal designations apply equally to all genders.

*(Part of the General Terms and Conditions)*

#### **1. Fee Payment**

The placement fee to LOGISTIC PEOPLE (Deutschland) GmbH is only due upon successful placement and becomes payable upon the candidate's signing of the employment contract with the client. No administrative fees or advance payments are required from our side. The invoice is payable immediately.

When commissioning LOGISTIC PEOPLE, the client has the right to choose between two fee models. If no explicit choice is made at the time of commissioning (between Variant 1 without placement guarantee and Variant 2 with placement guarantee), Variant 1 is deemed agreed upon.

The selection of the fee model can be made informally via email/fax or any other written form. Oral agreements are explicitly excluded to avoid later disputes.

The basis for our fee is the expected annual income including all additional payments, such as holiday and Christmas bonuses, bonuses/commissions (expected average), benefits in kind (company car according to the 1% rule), company pension contributions, or subsidies for public transport tickets.

Payment terms: immediate, net without deductions.

#### **2. Fee Variant 1 (Standard Fee if No Selection is Made)**

- The fee for permanent placement is 25% of the future annual income plus 19% VAT.
- 100% of the fee is due upon contract signing.
- No installment payment option.

#### **3. Fee Variant 2 (Only Valid if Explicitly Selected When Commissioned)**

- The fee for permanent placement is 30% of the future annual income plus 19% VAT.
- First installment: 50% of the fee (i.e., 15%) due upon contract signing.
- Second installment: remaining 15%, due after three months of employment.

Our guarantees for Fee Variant 2:

If the placed employee must leave the company within three months due to professional or personal deficiencies at the employer's request, or resigns on their own initiative during this period, the second installment will be credited.

A refund of the initial 15% installment is excluded.

#### **4. General Guarantees for Both Variants**

If the placed candidate does not start the position or resigns before starting, the full fee will be credited and is not due.

No further guarantees beyond non-commencement are offered.

LOGISTIC PEOPLE is not obligated to initiate a new search free of charge.

The guarantee is only valid if:

- the client regularly exchanges feedback with LOGISTIC PEOPLE about the employee's progress, and
- the guarantee claim is reported within one week of resignation or non-commencement.

Dismissals for economic reasons or contract terminations due to illness are not covered under this guarantee.

#### **5. Additional General Provisions**

The client is obligated to inform LOGISTIC PEOPLE within three days after a profile is submitted whether:

- the proposed candidate has already applied independently, or
- has been suggested by another service provider.

This also applies to unsolicited submissions for publicly advertised positions.

The same applies if the position has already been filled or is no longer available.

#### **6. Reimbursement of Additional Expenses**

The following expenses are reimbursed additionally as incurred:

- Travel costs of LOGISTIC PEOPLE only with prior written client approval; billed based on receipts.
- Travel expenses of candidates reimbursed only with prior client approval; based on the client's travel policy or legal standards.
- Ads in print media (e.g., DVZ) only in coordination with the client.

#### **7. Placement During a Temporary Employment Contract**



For placements that begin via temporary employment and later convert to a permanent position, a 30% fee of the annual salary applies. LOGISTIC PEOPLE offers discounts based on the duration of the leasing period:

In case of transfer within:

- First 2 months: 30%
- 3rd month: 25%
- 4th month: 20%
- 5th month: 17.5%
- 6th month: 15% (50% discount)
- 7th month: 10%
- 8th month: 7.5%
- 9th month: 5%
- After 9 months: No fee applies

The transfer date is the start of the new employment contract.

## **8. Placement Following a Temporary Employment Contract**

If a temporary employee's contract with LOGISTIC PEOPLE ends (by termination or expiration), and within six months, a new contract is established with the client or an affiliated company, both parties agree this is considered a result of LOGISTIC PEOPLE's placement or referral.

This applies even if:

- the candidate was only introduced but not deployed, or
- was hired for a different role.

The fee is 30% of the annual income, with the following discounts:

In case of hiring within:

- First 2 months: 30%
- 3rd month: 25%
- 4th month: 20%
- 5th month: 17.5%
- 6th month: 15% (50% discount)
- 7th month: 10%
- 8th month: 7.5%
- 9th month: 5%
- After 9 months: No fee applies

The start date of the new employment contract is considered the transfer date.

## **9. Applicability**

All stated fees apply to placements within the Federal Republic of Germany.  
For placements outside Germany or within the EU/non-EU countries, prior agreement is required.

## **10. Governing Terms**

The current General Terms and Conditions of LOGISTIC PEOPLE exclusively apply. These can be accessed at any time on our website or sent upon request.

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