

TERMS AND CONDITIONS OF PAYMENT

Personnel Procurement

A fee is only paid to the LOGISTIC PEOPLE (Deutschland) GmbH upon successful personnel procurement and is due with the candidate's signing of a contract with the client. We do not charge any administrative fees or request advance payments. The invoice must be paid immediately. Clients have a fee option when awarding the contract. Insofar as an option (Version 1 with employment guarantee or Version 2 without employment guarantee) is not chosen, Version 1 is deemed stipulated. This fee option can be indicated informally via email/fax or in any other form of writing. Verbal agreements are explicitly excluded, to rule out future disputes.

Version 1

22 % based on the future annual salary plus 19 % VAT is charged for the placement of a candidate in accordance with our current terms and conditions of payment.

- 1st instalment upon contract conclusion and signing of the contract by the candidate amounting to 50 % of the fee EUR, thus 11 %.
- 2nd instalment in turn 11 % after 3 months of the candidate's employment corresponds to 50 % of the fee EUR.
- (At the same time, our fee is based on the upcoming annual salary as well as all special payments such as holiday pay and/or Christmas bonus, shares in profits/commissions (expected average), monetary benefits, e.g. company car (in accordance with 1% rule).

Term of payment: immediately net cash

Our guarantees for fee version 1.

If the future employee, recruited by Logistic People, has to leave the company upon request of the employer within 3 months due to a lack of professional skills or flaws in character or if the employee does not take up employment or quits within the first 3 months of his or her own accord, the 2nd instalment of the total fee is credited to the client. A refund of the previously due first instalment of the fee amounting to 11 % is excluded.

The agent is not obligated to resume a free search for a replacement.

The claim under guarantee is only provided for by Logistic People if the client routinely informs Logistic People of the development of the new employee and asserts the claim under guarantee with Logistic People within one week after the termination.

A termination of the contract effected by the client for economic reasons is not deemed covered by the guarantee. Furthermore, a revocation or termination of the contract based on illness is also not covered by the guarantee.

Version 2

Merely 17 % based on the future annual salary plus 19 % VAT is charged for the placement of a candidate in accordance with our current terms and conditions of payment.

- Total amount of commission upon contract conclusion and candidate's signing of the contract amounting to 100 % of the fee.
- No splitting of fees
- (At the same time, our fee is based on the upcoming annual salary as well as all special payments such as holiday pay and/or Christmas bonus, shares in profits/commissions (expected average), monetary benefits, e.g. company car (in accordance with 1 % rule).

Term of payment: immediately net cash

Our guarantees for fee version 2.

If the future employee, recruited by Logistic People, does not take up employment or quits of his or her own accord prior to employment beginning, the total fee will be credited and no longer be due. Other employment guarantees, other than the case of failing to take up employment, are excluded. The agent is not obligated to resume a free search for a replacement.

The claim under guarantee is only provided for by Logistic People if the client routinely informs Logistic People of the development of the new employee and asserts the claim under guarantee with Logistic People within one week after the termination or failure to take up employment. A termination of the contract effected by the client for economic reasons is not deemed covered by the guarantee. Furthermore, a revocation or termination of the contract based on illness is also not covered by the guarantee.

Additional general stipulations:

The client is obligated to immediately inform LOGISTIC PEOPLE, at the latest 3 days after receiving a profile, whether a candidate recommended by LOGISTIC PEOPLE has applied for employment himself or herself or has been recommended by another recruiter. This obligation also includes initiative interviews outside contracted placements, insofar as they involve candidate interviews based on the client's publicly posted job vacancies. The same applies if filling the vacant position is no longer relevant or the vacant position is to be otherwise filled.

Charges for additional expenses

The following expenses are additionally charged on a time and material basis:

- Trips are only made by the agency after prior approval by the client. Settlement of travel expenses based on submitted documents.
- Candidates' travel expenses are only reimbursed after prior approval by the client. The amount of reimbursement complies with the client's current travel policy; in any case with the legal provisions.
- Advertisements in print media such as the DVZ or other print media. However, these are only taken out after consulting with you.

3. Personnel procurement during the term of an employee lease agreement

The fee for a procurement contract, which initially commences through employee leasing and results in taking on the employee for permanent employment, amounts to 20 %, calculated from the annual salary (gross) incl. holiday pay and Christmas bonus, special payments, shares in profit, bonuses, commissions, monetary benefits for a company car or the like, plus VAT and is broken down as follows:

Upon taking on the temporary employee within the first two months 100 % of the aforementioned fee,

upon taking on the employee within the 3rd month 80 % of the aforementioned fee,

upon taking on the employee within the 4th month 60 % of the aforementioned fee,

upon taking on the employee within the 5th month 40 % of the aforementioned fee,

upon taking on the employee within the 6th month 20 % of the aforementioned fee.

A procurement fee is no longer charged as of the 7th month. The time of taking on an employee commences with the new contractual relationship.

4. Personnel procurement following an employee lease agreement

If a temporary employee initially terminates employment with LOGISTIC PEOPLE or if this employment ends based on a time limitation and if an employment relationship is established in the course of the following six months with the client or a company economically or legally linked to the client, both parties mutually agree, that this new employment relationship was established by the procurement or substantiation of LOGISTIC PEOPLE. This also applies in the event that the temporary employee merely interviewed with the client but was not leased, as well as in the event that the temporary employee/candidate is employed for a position other than the initially intended one.

In this case, the client is obligated to pay a fee for said procurement or substantiation amounting to 20%. The fee is reduced according to aforementioned section 3 corresponding to the duration of the proceeding personnel leasing. That is 100 % of the fee is payable for a maximum of 2 months personnel leasing,

80 % of the fee is payable for a maximum of 3 months personnel leasing,

60 % of the fee is payable for a maximum of 4 months personnel leasing,

40 % of the fee is payable for a maximum of 5 months personnel leasing,

20 % of the fee is payable for a maximum of 6 months personnel leasing.

A procurement fee is no longer charged as of the 7th month of proceeding personnel leasing.

5. All fee rates mentioned here apply to personnel procurement services within the Federal Republic of Germany. The fees for personnel procurement services within European and non-European countries are subject to prior negotiation.

6. Furthermore, solely the current General Terms and Conditions of LOGISTIC PEOPLE apply, which can be viewed at any time on the website or upon request, be sent to you.

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Company is registered in: Hamburg
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Managing Directors (power of attorney):
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Sales tax identification no:
DE 19115 6790

Upon awarding a contract, please confirm in writing.

Appendixes:
GTC Personnel Procurement
Data Privacy