

General Terms and Conditions for the Placement of Personnel

1. Object of the agreement

ProServ Produktionservice und Personaldienste GmbH (hereinafter "ProServ") possesses expert knowledge in the recruitment of employees to fill vacant positions. In doing so, ProServ looks for and introduces candidates to the Client on the basis of this agreement. The search requests are triggered in each case by electronic order placement, unless otherwise agreed.

A candidate shall be deemed to be recommended by ProServ as soon as information has been provided that enables the Client to identify the candidate, irrespective of whether the Client already knew the candidate.

This regulation does not apply in the event that a candidate has applied to the Client for one of their current vacancies or has been introduced by another company within the last six months prior to the date of introduction, irrespective of this recommendation. However, the Client is obliged to inform ProServ of this at the earliest possible time, at the latest, however, before beginning the interview process. Otherwise, the candidate shall be deemed to have been recommended by ProServ.

2. Obligations of the Client

Upon request, the Client is obliged to provide ProServ with all documents that it requires for the purpose of personnel recruitment, in particular job descriptions and requirement profiles.

ProServ shall treat these documents provided by the Client confidentially and shall not hand them over to third parties. ProServ undertakes to return these documents to the client upon termination of the contract should the Client so request.

3. Fee for the services of ProServ

ProServ shall invoice its fee claim immediately following conclusion of the respective employment contract or after the candidate commences work, whichever is earlier. The term of payment is seven days.

The fee shall also become due if a contract is concluded between the Client and the candidate, directly or in any other way (e.g. contracting or other forms of employment, with a company affiliated with the client pursuant to Section 15 of the German Stock Corporation Act), within 24 months following submission of the personnel proposal by ProServ. The same applies in the case of a direct or indirect placement (e.g. by passing on contact data) to a third party. In these cases, it is assumed that ProServ's activity is the cause of the conclusion of the contractual relationship. Disclosure to third parties requires the express, prior consent of ProServ.

ProServ shall also be entitled to the placement fee if the candidate was initially rejected by the Client but is hired by the Client or a company affiliated with the Client pursuant to Section 15 of the German Stock Corporation Act (AktG) within 24 months of presentation by ProServ.

If no other agreement has been reached on fees, the fee shall amount to 30% of the candidate's annual gross target salary in employment by the Client, pursuant to § 14 SGB IV (German Social Security Code) The annual gross target salary is calculated including all supplements and additional benefits such as special annual bonuses, Christmas and holiday bonuses, commissions, company car, etc. Variable remuneration is based on achieving a target of 100% A company car is credited at a flat rate of €8,000.

All fees are subject to the statutory VAT.

4. Other costs

The travel expenses incurred by the candidate, e.g. for the journey to the Client etc., shall be borne by the Client. Should personal interviews be required in advance at the Client's request, the Client shall bear the candidates' travel costs to ProServ.

5. Obligations to provide information

The Client undertakes to inform ProServ immediately if circumstances arise that may affect the performance of the personnel placement work. In particular, the Client undertakes to inform ProServ immediately, but no later than five working days after receipt of the signed contract, of the conclusion of the employment relationship and the expected remuneration. In addition, the Client shall disclose to ProServ how the amount of the fee entitlement is composed based on the annual gross target salary. If the Client does not comply with this obligation, ProServ shall be entitled to a fee claim amounting 30% of the expected annual gross target salary.

6. Data protection and confidentiality

The Parties acknowledge and confirm that each Party acts independently as a controller within the meaning of the data protection laws with regard to the processing of personal data in connection with the provision and receipt of the services (recruitment services). This does not mean they are joint controllers within the meaning of Article 26, GDPR. This shall also apply to any data that ProServ processes or enters onto the Client's system environment at the Client's request. The use of electronic data processing systems/programs specified by the Client for use during collaboration must be agreed with ProServ in advance. Outsourcing of data processing in any form to a third country may only take place if the special requirements of Art. 44 et seq. GDPR are met, and the conditions imposed by the EU Commission and the German supervisory authorities on such outsourcing, e.g. a contract incorporating the EU standard contractual clauses in their current version, are met.

The personal data exchanged between the Parties shall be treated confidentially and may not be disclosed to third parties. They serve exclusively for the purpose of the business relationship (recruitment services) and may not be used for any other purpose. Once the purpose has been fulfilled or the individual contract has expired, the Client shall immediately securely destroy or electronically delete all personal data, provided this does not contradict the statutory periods of retention. The data protection regulations shall continue to apply.

Reference information may only be provided following consultation with ProServ in order to protect candidates' privacy.

In addition, for the purpose of credit checks and credit monitoring, data is exchanged with credit bureaus such as EULER HERMES, Bisnode Germany, Creditreform and Bürgel Wirtschaftsauskunfteien in accordance with applicable laws. The Client hereby agrees to this.

7. Warranty

ProServ is not liable for the qualities, abilities, etc. of the candidates. The Client is obliged to form his own opinion of this on the basis of the applicant documents that have been passed on, which are based on information provided by the candidate or by third parties.

In all other respects, the liability of ProServ is – as far as legally permissible – limited to intent and gross negligence.

8. Final provisions

Amendments and additions to the object of this agreement must be made in writing. There are no ancillary agreements.

The place of jurisdiction shall be Düsseldorf.