



GENERAL TERMS AND CONDITIONS

OF QUALITY AUTOMATION GMBH
FOR THE TEMPORARY EMPLOYMENT DIVISION

(As of: January 2020)

I. General information

1. Scope

Quality Automation GmbH is an engineering office that is active in the field of temporary employment.

For all contracts concluded with entrepreneurs in these fields of activity, the following general terms and conditions apply that can only be changed by written additional agreements. Competing conditions of Quality Automation GmbH's contracting partner will not become part of the contract.

2. Place of performance and jurisdiction

The place of performance and jurisdiction for all disputes arising from the contracts covered by the following general terms and conditions shall exclusively be Aachen. This shall also apply if the contractual partner has no general place of jurisdiction in the Federal Republic of Germany at the time of initiating legal proceedings. Quality Automation GmbH is, however, entitled to appeal to any court having jurisdiction by law. The law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

3. Severability clause

Should one of the provisions of these general terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall immediately endeavour to achieve the economic aim intended by the invalid provision in another, legally permissible manner.

II. Temporary employment contracts

1. Basics

- 1.1. Quality Automation GmbH, hereinafter referred to as QA, assures its contractual partner, hereinafter referred to as the customer, that it has the required permission of the competent state employment agency for the provision of temporary employees in accordance with § 1 (1) German Temporary Employment Act (AÜG).
- 1.2. QA also declares that it will pay temporary employees according to the IG-Metall tariff.
- 1.3. The temporary employment contract is concluded by written agreement between QA and the customer. Subsidiary agreements shall only become part of the contract if they are confirmed in writing by QA.
- 1.4. An employment relationship is not established between the customer and the temporary employees. In any case,

QA remains the employer of the temporary employees. The temporary employees are therefore also not entitled to receive wage advances, payments for temporary employees or other payments of any kind for QA from the customer with discharging effect.

- 1.5. QA is not obliged to provide employees if the customer's business is on strike. In the event of a strike at the customer's premises, the customer is informed that QA is legally obliged to inform its employees that they are entitled to refuse to perform work at the customer's premises.
- 1.6. The customer undertakes not to entice away QA employees in an impermissible manner (§§ 1 German Act Against Unfair Competition (UWG), 826 German Civil Code (BGB)). In the event of infringements, QA shall be especially entitled to claim damages.
- 1.7. If an employment relationship is entered into between the QA employee and the customer or a company legally or economically affiliated with the customer during the term of the temporary employment contract or within six months after the end of the temporary employment contract, but no more than twelve months after the start of the temporary employment, the customer shall owe QA a commission. After the start of the temporary employment, the commission amounts to 2.75 gross monthly salaries in the case of an employment within the first three months, 2.25 gross monthly salaries in the case of an employment in the fourth to sixth month, 1.75 gross monthly salaries in the seventh to ninth month and 1 gross monthly salary in the tenth to twelfth month. If the customer or a company legally or economically affiliated with it enters into an employment relationship directly after QA has established contact with an employee without prior hiring, the customer shall owe QA a commission of 3 gross monthly salaries. The basis for calculating the commission is the gross monthly salary agreed between the customer and the QA employee, but at least the gross monthly salary agreed between QA and the employee. Agreements deviating from this may be concluded in the individual contracts.

2. Selection of employees, right to issue instructions, working hours, duty of care

- 2.1. QA undertakes to only provide qualified employees. They select them on their own responsibility and ensure that they meet the formal professional requirements for the envisaged activity. Should QA consider the replacement of employees necessary in justified cases, they shall inform the customer of this in good time and ensure that a smooth change is guaranteed. If a QA employee proves to be unsuitable, the customer must inform QA immediately so that another suitable employee can be appointed in

the interests of both parties. Should the replacement of a QA employee become necessary without QA being able to provide a suitable other employee, either party is entitled to terminate the temporary employment contract without notice.

- 2.2. During the assignment, the customer has the right to issue work-related instructions to the employee.
- 2.3. The customer undertakes to comply with the German Working Hours Act. In addition, they must inform QAs employees prior to the commencement of work and in the event of any change in their work area about any health and safety hazards to which they may be exposed at work, and instruct them about the measures and facilities for averting such hazards. The customer must also inform the employees about the need for special qualifications or professional skills or special medical supervision, as well as about increased special risks at the workplace. They further undertake to ensure that QA employees are continuously supervised by the company physician in accordance with occupational health and safety law. The customer shall bear the costs incurred for this. In the event of an accident at work, the customer must notify QA immediately.
- 2.4. Within the framework of their statutory duty of care, the customer shall take appropriate preventive measures to protect the temporary employee against discrimination on grounds of race, ethnic origin, gender, religion, ideology, disability, age and sexual identity with regard to their employment.

3. Property rights

If the result of the activities of a temporary employee is an invention which is patentable or capable of being patented within the meaning of the German Employee Invention Act, the customer receives the resulting rights in accordance with § 11 (7) AÜG in conjunction with the German Employee Invention Act in return for the fulfilment of the obligations. For technical improvement suggestions that the customer exploits, remuneration shall be paid to QA according to the German Employee Invention Act (see also II. 1.4).

4. Liability

- 4.1. QA is only liable for the selection of the temporary employees, not for the completeness and accuracy of the information provided by the applicants or third parties in connection with the hiring or employment, unless QA has intentionally or grossly negligently failed to recognise the incompleteness or falsity of such information.

- 4.2. QA shall not be liable for the proper performance of work or for the results of the work of the temporary employees or for any damage caused by the temporary employees in the performance of or in connection with their work or which the customer incurs due to the unpunctuality or absence of the temporary employees. The customer shall indemnify QA against all possible claims that third parties may have in connection with the performance and execution of the work assigned to the temporary employees.

- 4.3. **In all other respects**, the liability of QA and its legal representatives and vicarious agents shall be limited to intent and gross negligence. This limitation of liability does not apply to damages resulting from injury to life, limb or health. This concerns both legal and contractual liability, especially cases of delay, impossibility, inability, breach of duty or tort. In the event of intent or gross negligence on the part of simple vicarious agents, QA shall furthermore only be liable for foreseeable damage.

5. Accounting, timesheets

- 5.1. The basis for the settlement of accounts are the timesheets of the QA employees countersigned and checked by the customer on a monthly basis. Billing is based on the contractually agreed hourly rates. The customer must ensure that the timesheets submitted by QA employees are promptly checked and countersigned. If no objections are raised to QA in writing within 14 days of submission, the timesheets are deemed to have been approved by the customer. When timesheets are submitted, the customer will again be informed of the start of the deadline and the consequences.
- 5.2. If collectively agreed wage increases are implemented after the conclusion of the contract, the agreed hourly rate shall increase accordingly in percentage terms. In the event of an increase of more than 5% p.a., a separate agreement must be made with the customer for the part exceeding 5%.
- 5.3. In addition to the possibilities for increases pursuant to 5.2, QA reserves the right to increase hourly rates if the employees are replaced by others with higher qualifications by mutual agreement or if other circumstances cause an increase in costs for which QA is not responsible.
- 5.4. The respective hourly rates apply at the agreed place of work. Travel expenses are to be reimbursed by the customer if QA employees carry out business trips which are requested or approved by the customer. Travel expenses include in particular travel costs, accommodation costs and flat rates for meals. Travel times are to be paid at full hourly rates.

6. Payment

- 6.1.** Payment shall be made monthly upon receipt of the invoices issued by QA immediately and without any deductions. If the invoice is not paid by the customer within 14 days of the invoice date, the customer shall be in default. During the period of default, interest shall be charged on the claim in accordance with § 288 BGB at nine percentage points above the base interest rate in accordance with § 247 BGB. QA reserves the right to assert further claims based on the legal grounds for default.
- 6.2.** Offsetting against disputed or not legally binding counterclaims is excluded, as is the right of retention.

7. Termination

If the temporary employment contract is limited in time, an ordinary termination of the temporary employment relationship is excluded. If an open-ended temporary employee contract is concluded, the following applies: The temporary employment contract can be terminated in writing by either party to the contract within the first 6 months with a notice period of 2 weeks to the end of the month. Thereafter a notice period of 4 weeks to the end of the month applies. Termination by the customer shall only be effective if it is declared to QA. The employee is not entitled to accept the notice of termination, so that a notice of termination that is only declared to them does not trigger the effects of termination. Any termination must be in writing. The right to extraordinary termination of the temporary employment contract for good cause remains unaffected.



together we make innovation visible

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