

## General Terms and Conditions

### General

**1.** The following conditions shall be valid with each order according to § 12 AÜG (German law on labour leasing) as well as with services rendered on the basis of contracts of service and professional staffing, respectively. Each order placed by the Ordering Party with CADPRO Germany GmbH – called ‘Contractor’ in the following text – requires to be fixed by means of a written contract. Any alterations of contract and subsidiary arrangements shall be in writing, too. We remain bound to our offers if they are accepted within four weeks after the quotation date. General terms and conditions of the Ordering Party shall only be effective if the Contractor has agreed upon them in writing, even if the Contractor does not contradict explicitly to these general terms and conditions.

**2.** In the case of temporary assignments (AÜG/WV – German law on labour leasing/work contracts), the worker posted by the Contractor is obligated to observe the agreed working time in the company of the Ordering Party. The worker shall execute the assigned work by observing all valid provisions and, in particular, all regulations on safety and hygiene. According to § 11 paragraph 6 AÜG, the obligations resulting from the labour protection law are the responsibility of the Ordering party.

**3.** In exceptional circumstances, the Contractor is entitled to either defer the provision of temporary staff or to withdraw completely or partially from the order. This includes any circumstances permanently or temporarily impeding or precluding the provision. This, however, shall not be valid in the case of grossly negligent contract violations on the part of the Contractor or an intentional or grossly negligent contract violation through a legal representative or a vicarious agent of the Contractor or in the case of impossibility of performance the Contractor is responsible for. Insofar as the Contractor is entitled, however, to defer the provision of temporary staff or to withdraw completely or partially from the order, claims for damages of the Ordering Party for whatever legal reasons are excluded. If the Ordering Party is responsible for the impossibility of performance, the relevant legal provisions shall apply. With delays within the scope of industrial disputes, and particularly of strikes and lock-outs as well as with the occurrence of other unexpected obstacles that are beyond the control of the Contractor, the Contractor shall be freed from his obligation to perform insofar as such obstacles demonstrably prohibit the employment of temporary staff.

**4.** The Contractor and the posted worker are both obligated to maintain confidentiality regarding all business concerns of the Ordering Party.

**5.** The Contractor has checked the professional aptitude of the posted worker and has assigned him to a certain pay group. He is exclusively made available to the Ordering Party to perform the ordered work and, therefore, is only allowed to operate those devices, machines, tools, etc. needed for the **execution of this activity**.

**6.** If required due to important organizational or legal reasons, the Contractor is allowed to transfer the further completion of an order to another worker having the same professional aptitude, with the Contractor taking the specific conditions of the customer's operation and the wishes of the customers into account.

**7.** Without express written approval, the posted worker shall not be entrusted with the conveying, handling, or collecting of money and other means of payment.

**8.** The activity of the Contractor at the location of the Ordering Party is subject to the rules of the public work protection law valid with the operation undertaken by the Ordering Party; the obligations resulting from this for the employer are the responsibility of the Ordering Party irrespective of the obligations of the Contractors. The Ordering Party shall see to it that all regulations on accident prevention and health and occupational safety valid

at the place of employment of the posted worker as well as the provisions of the working time act (ArbZG) are observed and first aid facilities and measures are ensured. Prior to the employment, the Ordering Party is obligated to inform the worker about the dangers specific with the work place and arising from the activities to be carried out as well as about the measures to avert them. If the posted worker employed at the works of the Ordering Party is exposed to chemical, physical, or biological impact or carries out dangerous work activities as defined by BGV A 4 (regulation of the government safety organization for electrical installations and equipment), the Ordering Party shall perform a occupational medical examination prior to the start of this activity. In the case of a work accident, the Ordering

Party is obligated to notify the Contractor of this immediately.

**9.** If the company of the Ordering Party is affected by a strike, the Contractor does not make any staff available.

### Prices, payment, and interest for default

**10.** Unless explicitly otherwise agreed upon, the prices are valid plus the legal value added tax and without any additional charges for overtime and additional work, night work, shift work, and work on Sundays and holidays. The right to adequately increase the prices remains reserved, with the increase becoming effective two weeks after receipt of the announcement of the price increase. The announcement of a price increase entitles the customer to cancel the order within one week after delivery of the announcement at the date the price increase becomes effective. If payment is not made in due time, the customer is in default also without any payment reminder and shall pay interest for default amounting to 4% above the corresponding discount rate of the European Central Bank (base interest rate), but not less than 6% in any case. Here, the payment receipt at CADPRO Germany GmbH is decisive.

**11.** The remuneration of the posted worker is exclusively paid by the Contractor. The worker is not entitled to receive any advance or other payments from the customers.

**12.** Accounting shall be effected on a weekly basis. Invoices shall be settled net cash when due. The Ordering Party is obligated to promptly sign the activity reports submitted by the posted worker.

### Additional charges, travel expenses, daily allowance

**13.** The Ordering Party assumes the obligation to employ the worker within the legal working time limits only. If a longer working time is only permitted with the approval of the public authority for occupational safety and health, the Ordering Party shall obtain such an approval. The basis for the calculation of the additional charges mentioned below is the regular weekly working time valid in the company of the Ordering Party. The following additional charges for overtime and additional work, shift work, night work and Sunday and holiday work are applied: a) overtime and additional work hours 25%; b) working hours on Sundays 100%; c) working hours on holidays 100%; d) working hours from 23:00 to 06:00 (night work) 50%; e) additional charges for shift work and divergent additional charges (a – d) require to be arranged in a separate agreement. With coincidence of overtime, additional work, night work, and work on Sundays and on holidays, the higher additional charges will be accounted each.

**14.** If the place of employment is located outside of the municipal area of the commissioned subsidiary, the Ordering Party shall bear the travel expenses of the posted worker for public transportation from the city centre to the place of employment. In this case, an appropriate daily allowance may be additionally agreed upon.

### Warranty and liability

**15.** With regard to the fact that the posted worker carries out his work activities under the guidance and supervision of the Ordering Party, the Contractor is neither liable for the execution of this work nor for any damages caused by the worker in performing, or on the occasion of performing his activity. The Ordering Party exempts the Contractor from all claims asserted by any third parties in conjunction with the execution and performance of the activities assigned to the posted worker. The liability of the Contractor for the careful selection of

the posted workers remains unaffected by the preceding regulation.

**16.** If a foreign worker is employed, the Contractor shall ensure that the necessary work permit papers are on hand. The Ordering Party is obligated, however, to observe any restrictions of the work permit with respect to the branch of trade or the place of employment. In the case that there are any violations against the mentioned restrictions, the Ordering Party exempts the Contractor from any claims of the employment authorities.

**17.** If the Ordering Party considers the performance of a temporary worker posted by the Contractor as insufficient and the Ordering Party informs the Contractor about this within the first four hours after commencement of duties, the Contractor shall make a replacement available within the scope of possibilities. In any case, these four hours are not charged to the Ordering Party. In addition to this, the Ordering Party is entitled to terminate the contract within the first five working days within a period of two working days by the end of a working day. In such a case, the working hours that have actually been performed shall be reimbursed.

**18.** After this period of time, the Ordering Party is entitled to cancel the contract with a duration of up to six months with a period of five working days, with a duration of up to twelve months with a period of ten working days, and with a duration of more than twelve months with a period of one month by the end of the month.

### Taking-over of posted workers

**19.** The Contractor is simultaneously active as a personnel staffing agent. After the posting period, the Ordering Party is allowed to conclude an independent work contract with the Contractor's workers posted to it and to take over the workers this way. The taking-over of the worker can be arranged immediately after the posting period and by taking the notice periods into consideration. In the case of a taking-over, the Ordering Party shall pay the Contractor a commission amounting to 20% of the annual gross salary (including special payments) to be paid to the ceded worker by the Ordering Party. With each month of previous posting, this commission is reduced by 10% of the total sum. The Ordering Party is obligated to send the Contractor a copy of the part of the contract concluded with the worker in which the salary-related components are listed and confirmed by the corresponding signatures.

### Personnel staffing performances

**20.** In the case of a mere personnel staffing activity, the Contractor offers the Ordering Party the corresponding staff on the basis of a job profile prepared by the Ordering Party. Reimbursement results from a separate personnel staffing agreement to be concluded prior to order acceptance.

### Place of jurisdiction

**21.** The place of jurisdiction also for bills of exchange, cheques, and other documentation processes is Cologne..