

# General Terms and Conditions - Special Conditions for Employee Leasing Agreements



## 1. Effective formation of a contract / statutory regulations

- 1.0 The provision of personnel through imat-uve occurs under consideration of the respectively applicable statutory regulations, particularly the AÜG (German Temporary Employment Act).
- 1.1 The contract between imat-uve and the hirer requires the written form to be effective in accordance with § 12 AÜG (German Temporary Employment Act).
- 1.2 The hirer has to stipulate the specific features of the activity scheduled for the leased employee and the occupational qualifications required for the activity as well as the essential working conditions including the salary for a comparable employee within the operation of the hirer.
- 1.3 For the duration of the provision of the leased employee the working hours of the customer's operation also apply to the leased employee in the context of the regulations of the Working Time Act. If the statutory prescribed working time is exceeded, the customer is obligated to present imat-uve with a respective permit from the responsible supervisory authority without undue delay.

## 2. Obligations and rights of the hirer

- 2.0 The hirer is obligated to comply with all statutory, official and other regulations pertaining to the leased employee.
- 2.1 The hirer is particularly responsible for the compliance with the obligations resulting from § 618 BGB (German Civil Code) as well as § 11 (6) AÜG (German Temporary Employment Act). If the regulations of work safety and accident prevention are not complied with, the leased employees are entitled to refuse work without imat-uve forfeiting their claim for contractual remuneration.
- 2.2 The hirer is obligated to instruct the leased employee in the activity, to train him during work and to supervise him.
- 2.3 The hirer is entitled to issue the leased employee with all instructions corresponding in type and extent to the respective area of activity. The leased employee is incorporated in the work flow of the Customer.
- 2.4 The hirer is obligated to report to imat-uve violations of obligations by the leased employee pertaining to the employment contact (e.g. unexcused absence, tardiness, poor performance) without undue delay to allow imat-uve to react to the violation of obligation in its capacity as employer. If the notification of the leased employee's violation of obligation is waived, the hirer is not entitled to premature termination of the contract.
- 2.5 The hirer is obligated to report a work accident to imat-uve without undue delay. A work accident subject to registration is to be jointly investigated. The hirer is obligated to act in accordance with the valid statutory regulations, particularly considering the duty to report e.g. to his Employers' Accident Liability Insurance Association.
- 2.6 The hirer is obligated to occupy the leased employee only with works for which he was hired and/or which correspond with the leased employee's training.

## 3. Obligations and rights of the lender

- 3.0 imat-uve warrants that the leased employee is generally suitable for the agreed activity, was chosen carefully and verified regarding the necessary qualification. Further duties of verification are excluded.

3.1 imat-uve itself does not owe the work performance or a certain work result to the hirer. The leased employee is neither an authorised representative nor a vicarious agent or assistant of imat-uve. The leased employee is not authorised to collect nor issue or receive contractual declarations effective for and against imat-uve.

3.2 imat-uve is not liable for type, extent, execution or quality of the leased employee's work for the hirer. To this extent, the hirer exempts imat-uve from all claims by third parties arising in connection with the execution of the activities assigned to the leased employee and/or are asserted against imat-uve.

3.3 If the hirer's business is strike-bound, imat-uve is not obligated to provide employees.

3.4 For the purpose of exercising its employer obligations, imat-uve is to be granted access to the workplaces of its leased employees during operating hours with the permission of the customer.

3.5 imat-uve obligates the leased employees to keep secret all operational and business secrets of the hirer during as well as upon completion of the activity at the hirer's business and to maintain the hirer's corporate interests.

## 4. Remuneration

4.0 The contractually agreed hourly rate plus the respectively valid VAT form the basis for the calculation of the remuneration of imat-uve. In this respect, the following surcharges apply:

A surcharge of 25% is raised for every additional work hour. A surcharge of 50% is raised for work on Saturdays, 70% for work on Sundays and 100% for work on public holidays. The normal hourly rate is increased by 5% in the event of work under radiation protection conditions. Normal hours are considered to be hours which are also considered normal hours within the stipulated operational business hours of the hirer if they fall within the limits determined by the tariff. Travel times in case of business trips are calculated as normal working hours.

4.1 Billing occurs monthly based on the activity reports of the hired employee received by imat-uve and signed by the hirer. The activity reports have to certify all hours during which the leased employee was available to the hirer as well as any times of absence of the leased employee.

4.2 In the event of statutory or collective agreement related increases of wage and/or ancillary wage costs, imat-uve is entitled to adjust the agreed rate in the extent of the increase.

4.3 As a precaution, the hirer irrevocably assigns to imat-uve his claims against his clients arising in connection with the employment relationship.

## 5. Taking over the leased employee

5.0 If the hirer intends to occupy the leased employee beyond the contractually stipulated conclusion of the service time, he has to notify imat-uve in writing 14 days in advance. If the hirer does not comply with this obligation within the period of notice, imat-uve is entitled to appoint a substitute by other means.

5.1 If the hirer concludes an employment contract with the leased employee during the temporary employment or within a period of less than 3 months after the conclusion of the provision of the leasing, which is related to the abilities and activities of the leased employee nominated in the agreement for the provision of employees, it is deemed to be personnel placement and entitles imat-uve to invoice the hirer with an agency fee.

The fee hereby depends on the respective period of lease and amounts to 3 monthly wages in case of a lease of less than 9 months, 2 monthly wages in case of a lease of at least 9 months but less than 12 months and 1 monthly wage in case of a lease longer than 12 months. The amount of monthly wages equates to the amount which the leased employee has been ultimately paid by imat-uve. The agency fee is due and payable upon the conclusion of the employment contract between the leased employee and the hirer.

5.2 The provision of the leased employee by the hirer to third parties is excluded.

## 6. Termination / cessation of the employee leasing agreement

6.0 Regardless of the right to termination without notice, Employee Leasing Agreements may be properly terminated by either contractual party with a period of notice of 15 working days at the end of a month. The receipt of the letter of termination is decisive for the commencement of the notice period.

6.1 If the Employee Leasing Agreement was limited in time, the agreement between imat-uve and the hirer ends automatically at the end of the period without requiring termination.

6.2 If the customer terminates the Employee Leasing Agreement prior to the expiration of the term or without notice in case of an indefinite agreement, imat-uve is entitled to invoice the customer based on the rate agreed to in the Employee Leasing Agreement up to the end of the originally agreed contractual period and/or up to the expiration of the proper period of notice.

6.3 If the hirer is in default of payment or if he behaves in a gross negligent or illegal manner, imat-uve is entitled to terminate the Employee Leasing Agreement without complying with a notice period and to recall the leased employee.

6.4 Each termination or change to the Employee Leasing Agreement requires written notification of the contractual party. Written or verbal terminations issued to the leased employee are invalid.

## 7. Final conditions

7.0 If one or several conditions of this Agreement are completely or partially illegal or lose their validity at a later date or do not comply with the AÜG (German Temporary Employment Act), the validity of the remaining conditions remains unaffected.



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