

General Business Terms and Conditions of Business & Service Brigitte Schmedding GmbH

1. General information

Our contractual partners are hereinafter referred to as Customer, Business & Service Brigitte Schmedding GmbH as Business & Service, without this having prejudice on the legal classification of the contractual relationships. The following terms and conditions are part of all contracts, which are concluded between the Customer and Business & Service, without this requiring an objection of Business & Service against possible restrictions laid down by the Customer. General Business Terms and Conditions of the Customer and further agreements as well as changes and collateral agreements are only valid to the extent that Business & Service has explicitly declared in writing that it agrees herewith. Individual agreements shall in any case have precedence. Incidentally, the statutory provisions shall apply.

2. Offer and conclusion of contract

Only written contractual declarations of Business & Service, in particular service offers and acceptances of offers, shall obligate Business & Service. Oral agreements shall require the written confirmation by Business & Service in order to be binding. A conclusion of a contract will only be materialised if this is recorded in writing and the contract has been signed legally effective. Contractual amendments and new offers must be drawn up in writing and/or confirmed.

3. Digital / hybrid implementation of the event

The parties hereby agree that the event in case of problems, which lead to the fact that the LIVE share of the planned event may not be implemented, e.g.

- statutory prohibitions
- an official order,

the events and/or gatherings of people are forbidden for the intended period of time of the event, the LIVE parts of the event are converted by Business & Service with consistent payment of fees into hybrid and / or digital elements. With the occurrence of such a situation Business & Service will take all measures to ensure that no unnecessary further costs are incurred to the Customer and will inform any integrated third-party companies without delay.

If the change in planning to a hybrid and / or digital staging of the event leads to additional costs, Business & Service will notify the Customer hereof. In case of a release by the Customer the communicated additional costs are to be assumed by the Customer. If agency and/or third-party costs are saved through the digitalisation, Business & Service will pass these savings onto the Customer.

Events, which in the opinion of both contractual parties, are designed so that they exclusively function or make sense in the form of a LIVE event can be cancelled in the cases named in Subclause 3. Paragraph 1. In this case the Customer must merely bear the costs, which were incurred at Business & Service already until the time of the cancellation (e.g. planning, cancellation costs, etc.).

4. Scope of services

The services of Business & Service shall in particular include all material and other services, which are necessary for the execution of the commissioned event. The precise object of the services can be derived from the contract concluded between the parties. The number of persons upon which the services are based must be available binding and in writing as of the following deadlines:

- up to 100 persons: 14 days before the date
- up to 500 persons: 28 days before the date
- from 500 persons: 42 days before the date.

The Customer is entitled and obliged to inform Business & Service of possible changes with regard to the details regarding the number of participants provided by it upon conclusion of the contract by no later than ten workdays before the event date. The details provided in the aforementioned notification regarding the number of participants is to be understood as an independent guarantee promise of the Customer and is binding for both parties. The Customer is obliged to settle the invoice of Business & Service created on the basis of these details, whereby Business & Service is entitled, with a shortfall in the originally stated number of participants by more than 10%, to increase the agreed remuneration to a reasonable extent per participant. In the event that the stated number of participants is exceeded settlement will be carried out on the basis of the actual number of participants.

In order to guarantee the safety and the quality of the service, increases in the originally stated number of participants are only permitted with the consent of Business & Service and also only if the respective location is permitted for such an increased number of participants.

All objects and materials that are necessary for the execution of the order and which are delivered by Business & Service with the exception of food and drinks will merely be made available by Business & Service for the entitled person. They must be returned to Business & Service without delay after termination of the event. Missing quantities will be invoiced to the Customer after return and examination of the remaining objects according to Sentence 1 at replacement prices. Drinks, which are delivered on commission basis, will only be taken back if the containers have neither been opened, nor damaged.

5. Impediments to service, delivery time, force majeure

The delivery and service dates stated in the respective separately reached agreement are principally binding.

Impediments to service, which cannot be attributed to the scope of risks of Business & Service, shall release Business & Service for the time of their duration from the obligations, the fulfilment of which has become impossible – if applicable temporarily. In the event of the release, Business & Service and the Customer are entitled to rescind the contract, even if the order has been partly carried out already. If one of the contractual parties rescinds the costs are to be reimbursed to Business & Service, which they should consider necessary according to their dutiful discretion.

If interferences occur in the business operation, for which Business & Service or its suppliers or subcontractors are not responsible, in particular cases of force majeure, such as e.g. war, civil commotion, epidemics, currency, trade policy or other sovereign measures, natural disasters, strike or lockout, delay in the delivery of essential raw materials, etc., which are due to an unforeseeable event without fault and lead to serious interferences to operation, then Business & Service is entitled to fully or partly rescind the contract with regard to the unfulfilled part.

The Customer can rescind with regard to the unfulfilled part, insofar as a reasonable longer waiting time cannot be deemed reasonable for it and Business & Service declares that it will be able to fulfil the contract in full for an unforeseeable period of time.

The rescission is to be declared in writing and without delay after occurrence of the reason for rescission. In this case Business & Service is entitled to remuneration of the services provided until this time, whereby the provided services shall also include claims of third parties, which Business & Service has to commission by relying on the implementation of the contract.

6. Rescission, cancellations

Until the day of the event the Customer can rescind the contract by a written report. The receipt of the written declaration of rescission by Business & Service is decisive.

In case of rescission by the Customer Business & Service can request reasonable compensation for the precautionary measures that were taken including the missed profit and its expenses. Instead of the concrete calculation of the compensation for the rescission, Business & Service can, by taking the customarily saved expenses into consideration, assert the following flat rate claim for rescission fees. The flat rate rescission costs amount to:

- up to 6 weeks before the start of the event 25% of the agreed fee
- from 4 weeks days before the start of the event 50% of the agreed fee
- from 2 weeks before the start of the event 75% of the agreed fee
- from 7 days before the start of the event 90% of the agreed fee

The basis for the calculation is the fee agreed with the Customer plus VAT. minus the saved expenses (travelling costs, overnight accommodation, meals, etc.). The Customer remains at liberty to provide the proof that no or less costs were incurred in connection with the rescission than the costs shown by Business & Service in the flat rate.

In addition, Business & Service has an entitlement, in the event of the rescission by the Customer, to all third-party costs incurred until the time of the rescission in connection with the contract (e.g. catering, hostesses, secondary trade fair services such as suspension points, power and water connections, stand cleaning, entrance tickets, etc.), cancellation fees hotels, action personnel, etc.

The following terms and conditions shall apply for cancellations of action personnel insofar as the action personnel cannot be placed with another, adequate assignment at the same time:

- Up to 28 days before the assignment: 25 % of the agreed fee
- Up to 14 days before the assignment: 50 % of the agreed fee
- Up to 7 days before the assignment: 75 % of the agreed fee
- Less than 7 days before the assignment: 100 % of the agreed fee

The following terms and conditions shall apply for hotel reservations insofar as the room cannot be let otherwise:

- Up to 8 weeks before travelling to the location: free
- Up to 6 weeks before travelling to the location: 50 % of the room price
- Up to 4 weeks before travelling to the location: 80 % of the room price
- Less than 4 weeks before travelling to the location: 100% of the room price

The reimbursement of costs for breakfast, insofar as booked, will be oriented to the terms and conditions of the respective hotel, on which Business & Service has no influence. For each case of the cancellation a processing fee will be charged respectively in the amount of EUR 29.00.

If the Customer does not accept the services of Business & Service despite a completion declaration without good cause or if the Customer does not satisfy, or not properly satisfy, its payment obligations, Business & Service will, after setting a reasonable final deadline, be released from its service obligation and can request damages.

7. Contact protection, loyalty

The Customer undertakes not to commission any action personnel, of which are assigned within the scope of the cooperation with Business & Service, directly or indirectly, e.g. through third parties over the course of the following 12 months after the event without the involvement of Business & Service.

8. Settlement, payment, project progress, default

The agreed fee is agreed between the parties according to the progress of the project:

- 25% of the shown end price as a payment on account for the conception, planning, labour, services in advance as well as payments on account to locations, trade fair locations, artists and service providers directly after the signing of the contract and pursuant to invoicing,
- 25% of the shown end price at the latest 2 months (receipt of payment) from the start of the event,
- 40% of the shown end price (receipt of payment) at the start of the event,
- 10% of the shown end price as well as after the signing of the contract of the additional services commissioned by the Customer ten workdays after the issue of the final invoice of the services, which were processed through Business & Service in its name.

Should the payments not have been received at the agreed date, Business & Service reserves the right to cancel already placed orders after a written threat and setting of a reasonable deadline for the payment.

The settlement will be based on the concluded contract and the stated prices contained therein. Food will be settled pursuant to the order available in writing. The other services such as drinks, personnel, decoration etc. will be settled according to actual expenses pursuant to the order. The order may be based on an agreement regarding a down payment of the Customer. If a down payment is agreed, without the exact event date having been determined, a down payment will be due no later than 7 days before the event time that is to be determined. The outstanding balance of the final settlement is due without delay without deduction 10 days after receipt of the invoice. In case of default of payment, interest will be charged in the amount of 9 % above the respectively valid base interest rate of the European Central Bank. In the event of a change in VAT or changes in the hotel prices we reserve the right to price changes. Our service will be provided in Germany; therefore, we are obliged to remit the VAT in Germany.

9. Complaints, defects, liability exclusion

Complaints owing to incomplete or incorrect delivery or owing to recognisable defects are to be reported without delay orally, no later however than by the end of the event to Business & Service. After expiry of this deadline the Customer, insofar as not otherwise regulated by law (e.g. Section 377 German Commercial Code [*Handelsgesetzbuch - HGB*]) no longer claims against Business & Service from warranty or other legal grounds, in particular no claims for damages, with the exception of the following regulation.

Business & Service will be liable for damages— no matter for which legal ground – within the scope of the liability for fault with wilful intent and gross negligence. In case of simple negligence Business & Service will be liable, subject to statutory liability restrictions (e.g. care and attention in own matters; insignificant breach of obligation), only a) for damages from the injury to life, the body or health, b) for damages from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible at all and on the compliance with which the contractual partner relies as a rule and may rely); in this case the liability of Business & Service is however limited to the compensation of the foreseeable, typically occurring damages. This shall also apply in case of breaches of obligations by or for the benefit of persons, for the fault of whom Business & Service has to assume responsibility according to statutory regulations. They shall not apply, insofar as Business & Service maliciously failed to disclose a defect or assumed a guarantee for the condition and for claims according to the German Product Liability Act [*Produkthaftungsgesetz*]. Incidentally, the statutory provisions shall apply.

10. Passing of risk

The Customer has to inspect the goods upon delivery of said goods. With the take-over of the deliveries or material and other services of these terms and conditions by the Customer the risk shall pass to the Customer for loss, damage, reduction and deterioration as well as consequential damages.

11. Warranted properties

Claims of the Customer owing to the absence of warranted properties and services can only be derived if the warranted properties have been explicitly described as such by Business & Service in the order confirmation. Otherwise, there shall be no claims on the part of Customer in this respect.

12. Confidentiality, data protection

The contractual parties reciprocally undertake to maintain secrecy concerning all business-internal matters, which are entrusted in their care or of which they have become aware through their activity, also after termination of the contractual relationship. These shall be deemed to be business secrets within the meaning of Section 2 Subclause 1 German Act on the Protection of Business Secrets [*Gesetz zum Schutz von Geschäftsgeheimnissen - GeschGehG*].

Business & Service is entitled to use the services provided for the Customer as a reference in other connections. The Customer is entitled to object, in writing with effect for the future, insofar as it can prove a legitimate interest for this.

It is pointed out that, within the scope of the business relationship, or in connection herewith, personal data shall be processed, no matter whether they stem from us or from third parties, within the meaning of the EU GDPR. Business & Service refers to its privacy policy.

You can find this at <https://www.business-und-service.de/en/privacypolicy.html>.

13. Written form

Amendments or addendums as well as the revocation also only of individual provisions of these terms and conditions shall require a written form in order to be binding. A text form shall be sufficient to revoke this provision (e.g. email).

14. Partial validity

In the event of the invalidity of individual contractual terms and conditions this shall have no effect on the validity of the above contractual provisions. The contractual parties undertake to replace the invalid contractual provisions without delay by way of supplementary contractual agreements by such a written agreement, which shall as far as possible correspond with the result of the invalid provision from a commercial point of view.

15. Place of jurisdiction

Among merchants the place of jurisdiction of Nuremberg shall exclusively apply for all lawsuits arising from the contractual relationship as well as regarding its establishment and its validity.

16. Applicable law

The contractual relationship is subject to the law of the Federal Republic of Germany.

Status June 2021

General Business Terms and Conditions Business & Service Brigitte Schmedding GmbH

Nuremberg Register Court HRB 29462

General Business Terms and Conditions: Business & Service Brigitte Schmedding GmbH (Field of personnel leasing)

1. General information

1.1 These terms and conditions apply between Business & Service Brigitte Schmedding GmbH (hereinafter referred to as: Leasing Company) and the Customer (hereinafter referred to as: Hirer). The following terms and conditions are part of all contracts between the Leasing Company and the Hirer, without the need for the Leasing Company to object to any restrictions made by the Hirer. General Business Terms and Conditions of the Hirer and further agreements or changes and collateral agreements are only valid insofar as the Leasing Company has explicitly agreed to them and declares them in writing. Individual agreements shall in any case have precedence. Incidentally the statutory provisions shall apply.

1.2 Only written contractual declarations of Leasing Company, in particular service offers and acceptances of offers, shall obligate Leasing Company. Oral agreements shall require the written confirmation by Leasing Company in order to be binding. A conclusion of a contract will only be materialised if this is recorded in writing and the contract has been signed legally effective. Contractual amendments and new offers must be drawn up in writing and/or confirmed.

1.3 The Hirer has to provide the official and other permits that are, if applicable, necessary at the place of assignment as well as consents, in particular according to the German Working Hours Act [*Arbeitszeitgesetz*], before commencement of the work.

1.4 The Hirer shall assure the compliance with the restrictions to the leasing in the main building trade pursuant to Section 1b German Personnel Leasing Act [*Arbeitnehmerüberlassungsgesetz - AÜG*]. In addition, reference is made to the provisions of the Building Company Ordinance [*Baubetriebeverordnung*].

1.5 A leasing of the employees to third parties is excluded. Reference is made to Section 1 Para. 1 Sentence 3 AÜG.

2. Principle of equal treatment and maximum leasing duration

2.1 The Hirer will examine for each named temporary worker without delay whether he was employed in its company or at a group company affiliated with it within the meaning of Section 8 Para. 3 AÜG in the last 6 months before the start of the leasing (so-called revolving door clause). If the prerequisites of Section 8 Para. 3 AÜG exist, the Hirer is obliged to immediately inform the Leasing Company in text form (e.g. email). In these cases, the Leasing Company shall make all relevant information such as special features of the activity, necessary qualifications of the employee and with regard to the essential working conditions including the wages of comparable permanently employed workers available in a text form. Section 12 Para. 1 Sentence 4 AÜG shall apply in conjunction with Section 8 AÜG. Based on this written documentation a reasonable adjustment will be made to the respective hourly settlement rate.

2.2 The Hirer will examine for each named temporary worker without delay whether he or she was previously leased to it by another leasing company within the deadline of Section 8 Para. 4 Sentence 4 AÜG (3 months and one day). If there is such a case the Hirer will inform the Leasing Company hereof without delay. Insofar as on the whole the obligation for equal treatment is derived pursuant to Section 8 Para. 4 AÜG from the then determined leasing duration, the Hirer is obliged to inform the Leasing Company without delay. In these cases, the Leasing Company will make all relevant information available to the Hirer such as special features of the activity, necessary qualifications of the employees and with regard to the essential working conditions including the wages of comparable permanently employed workers in a text form. Section 12 Para. 1 Sentence 4 AÜG shall apply in conjunction with Section 8 AÜG. Based on this textual documentation, a reasonable adjustment will be made to the respective hourly settlement rate.

2.3 In order to ensure compliance with the maximum leasing period pursuant to Section 1 Para. 1b AÜG, the Hirer will examine for each named temporary worker without delay whether he or she was previously leased to it by another leasing company within the deadline of Section 1 Para. 1b Sentence 2 AÜG (3 months and one day). If there is such a case the Hirer will inform the Leasing Company hereof without delay. Furthermore, the Hirer will inform the Leasing Company in text form without delay and in full about all regulations applicable in its company, which allow a maximum leasing duration of longer than 18-months and which are relevant for a company in which a temporary worker can be assigned based on the leasing contract. Both parties shall monitor the adherence to the respectively applicable maximum leasing duration. If one of the parties has justified doubts that the maximum leasing duration is adhered to, it is entitled to end the assignment of the relevant temporary worker immediately.

In case the maximum leasing duration is exceeded the parties shall reciprocally waive the assertion of claims for damages, which arise from this exceeding of the deadline.

3. Duration of the personnel leasing

The leasing duration per temporary worker is at least 5 hours; incidentally the provisions of the leasing contract shall apply.

4. Settlement and surcharges

4.1 The settlement shall be carried out based on activity reports, which the employees submit to an authorised agent of the Hirer weekly or at the end of the assignment for signing.

4.2 The Hirer undertakes to confirm the hours of attendance – including waiting and on call times – by a signature, for which the employees of the Leasing Company were available to it. Break times are to be shown separately. If hourly time sheets cannot be submitted to any authorised agent for signing of the Hirer at the place of assignment, then the employees are entitled to confirmation instead. (The attention of the Hirer is drawn to Section 17c Para. 1 AÜG, Record-keeping and Safekeeping Obligation.)

4.3 The invoicing shall be carried out weekly or after the end of the assignment based on the confirmed hours of attendance – without breaks. The basis for the calculation is the agreed hourly rate. The price is deemed plus the surcharges and the applicable rate of value added tax. If fixed in the contract, the agreed daily allowance as well as the transport costs will be added for each workday.

4.4 The following surcharges will be charged on the hourly rates:

Night work (11.00 p.m. to 6.00 a.m.) 25% Sunday work 50% Public holiday work 100%

4.5 If the hourly rates are increased, in particular owing to industry surcharges, the increased hourly rates are the basis for the aforementioned surcharges. The same shall apply with the reduction in hourly rates. If the principle of equal treatment is applicable to the leased temporary worker pursuant to Section 8 AÜG, the surcharges that are actually to be paid to the temporary worker are correspondingly to be applied to the settlement rate to be paid by the Hirer.

4.6 The settlements are due and payable without deduction within 10 workdays after receipt of the invoice. For the event of a default of payment the statutory regulations of Sections 286 to 288 German Civil Code [*Bürgerliches Gesetzbuch - BGB*] shall apply.

4.7 If the Hirer is in default of payment the Leasing Company is entitled to withhold contractual services from the business relationship.

4.8 Objections against the invoices issued by the Leasing Company are to be asserted in text form towards the Leasing Company by stating verifiable reasons within one week after executed service of the relevant invoice. After expiry of this deadline the Hirer will explicitly waive all objections with regard to the accuracy of the settled hours.

5. Authorisation of the Hirer to issue instructions

The Hirer is entitled to issue all instructions to the employee which, according to type and scope, fall in the defined area of activity.

6. Obligations of the Hirer

6.1 Within the scope of its statutory welfare obligation the Hirer will take suitable preventive measures, which protect the employee with regard to his assignment against disadvantages for reasons of race or owing to the ethnic origin, the sex, religion or ideology, a disability, the age or sexual identity.

6.2 The Leasing Company is to be permitted access at all times to the area of activity of its employees.

6.3 With the assignment of the leased employee in a position of trust as well as with access to personal data, money and valuables a separate written agreement is to be reached in advance. Without this explicit written agreement, the employee may neither be commissioned with data processing, transport nor with the handling or collection of money and other means of payment. Payments, which the Hirer carries out towards the leased employee, shall take place at its risk and cannot be held against the Leasing Company.

6.4 The Hirer undertakes to inform the Leasing Company without delay – if applicable also by telephone – about industrial dispute measures taking place or impending in the assignment company. The Leasing Company is forbidden according to the collective agreement to assign its employees in a company in which a strike is taking place. This shall also apply for temporary workers, who were working in the company before the start of the strike/lockout. In the event of a strike/lockout in the assignment company the parties therefore agree that the obligation for leasing and the right to remuneration with regard to the affected temporary worker will be suspended.

6.5 The Hirer undertakes to inform the Leasing Company without delay if it provides services towards the temporary workers which are relevant under income tax law or social insurance law, in particular if it grants benefits in kind. In this case, the Hirer is further obliged to state the type and amount of the services, with reference to the respective temporary worker, by the 5th workday of the following month of the service in full so that the Leasing Company can take this into consideration with the remuneration settlement.

7. Obligations of the Leasing Company

7.1 The Leasing Company undertakes, upon request, to submit proof of qualifications with regard to the named employee (e.g. journeyman's certificate, skilled worker's certificate, driving licence, health certificate)..

7.2 The employees made available to the Hirer will be selected in line with the requirements profile and the activity described by the Hirer.

7.3 Should it be determined in an exceptional case that a leased employee not be suitable for the envisaged work then the Hirer can request within the first four hours after commencement of the work that the unsuitable employee is replaced by a suitable one.

7.4 The service obligation of the Leasing Company is limited to an employee named in the leasing contract. If this employee is prevented from performing his work, without the Leasing Company being responsible for this (e.g. due to illness or accident) then the Leasing Company will be released from its service obligation for the duration of the impediment. It is entitled to provide a substitute person.

7.5 Unforeseeable, unavoidable events, beyond the scope of control of the Leasing Company and for which it is not responsible such as force majeure, interferences to transport, industrial disputes (strike or lock-out) shall release the Leasing Company from its time-bound service obligations for the duration of the event.

7.6 If the event lasts for longer than six weeks or if the service to be provided by the Leasing Company becomes impossible as a result of the event, both the Hirer as well as the Leasing Company are entitled to terminate the contract without notice. In these cases, there is no obligation for damages.

7.7 The Hirer can expel the employee from the allocated workplace during the work assignment and request a suitable substitute in case of a reason, which pursuant to Section 626 Para. 1 BGB would entitle the employer to an extraordinary termination.

8. Personnel placement // placement fee also after prior leasing

8.1 If a service or employment relationship is concluded before the agreed start of leasing already between the temporary worker presented by the Leasing Company or candidate, who has the status of an applicant and the Hirer, the Leasing Company has a claim against the Hirer for payment of the placement fee, which shall amount to twice the monthly salary (full-time) of the agreed respectively offered hourly settlement rate plus the respectively applicable value added tax.

8.2 A placement fee is also to be paid if the contractual relationship within the meaning of Subclause 8.1 with the temporary worker is established from the ongoing leasing or within 6 months after termination of the leasing of the temporary worker to the Hirer. In this case the placement fee shall amount to twice the monthly salary (full-time) of the agreed or offered net hourly settlement rate plus the respectively applicable value added tax. The entitlement shall be excluded if the Leasing Company initiated the termination of the employment relationship with the temporary worker before conclusion of the contractual relationship within the meaning of Subclause 8.1.

8.3 Decisive is the agreed hourly settlement rate without consideration of industry surcharges according to the collective agreement.

8.4 For each full month of assignment of the temporary worker owing to the leasing, the placement fee shall respectively be reduced by a twelfth of the calculable product under Subclause 8.1.

8.5 After the expiry of twelve full months of the leasing the placement fee will thus be reduced to nil.

8.6 The entitlement shall be due with the conclusion of the contract between the Hirer and the temporary worker who is taken over respectively the placed candidate, no later, however, than with the actual commencement of his/her activity in the Hirer's company.

9. Confidentiality

9.1 The Hirer undertakes neither generally, nor towards a third party to forward any data transmitted by the Leasing Company, in particular prices, knowledge or experience ("hereinafter referred to as information") in writing, orally or in any other manner. These information shall be deemed to be business secrets within the meaning of Section 2 Subclause 1 German Act on the Protection of Business Secrets [*Gesetz zum Schutz von Geschäftsgeheimnissen - GeschGehG*].

The said obligation shall not apply to information, which as proven is of general knowledge or becomes general knowledge at a later time, without breaching this obligation, or which was known to the Hirer as proven already at a later time, before receipt of the information without breaching this agreement.

9.2 All rights (including industrial property rights, copyrights and rights of use) with regard to announced information shall remain reserved. The announcement shall not authorise the Hirer to use the information for other purposes than those agreed.

10. Data protection

10.1 The Hirer and the Leasing Company will only collect, process and use personal data of the respective other party and its employees and in particular the temporary workers if and insofar as this is necessary within the scope of this contract according to the statutory provisions. A collection, processing and use of data beyond this will only be carried out by the Hirer and the Leasing Company with the existence of consent of the data subject.

10.2 The Hirer and the Leasing Company shall comply with the respectively valid version of the German Federal Data Protection Act [*Bundesdatenschutzgesetz - BDSG*] as well as the data protection laws of the countries, insofar as applicable in terms of location. The parties furthermore undertake to comply with the EU General Data Protection Regulation. It is pointed out to the Hirer that the temporary workers are employees within the meaning of the BDSG in the relationship towards it pursuant to Section 26 Para. 8 No. 1 BDSG.

11. Liability of Leasing Company and Hirer

11.1 The Leasing Company shall be liable for the proper selection of a temporary worker who is suitable and qualified for the specific activity as well as for making him available during the agreed leasing duration.

11.2 The Leasing Company shall not be liable for work carried out by the temporary worker, as the leased temporary workers shall exclusively perform their activity according to the instructions of the Hirer. The Leasing Company shall in particular not be liable for bad performances or damages caused by the leased temporary worker. A leased temporary worker is not a vicarious agent, assistant or authorised agent of the Leasing Company.

11.3 Leased temporary workers are not entitled to collection of payments for the Hirer; the Leasing Company will therefore not be liable for damages, which are caused by the fact that a temporary worker is entrusted with monetary matters, such as cash office management, administration and management of money as well as securities and similar business transactions. This shall not apply if the aforementioned activities are the explicit object of the leasing contract of the leased temporary worker.

11.4 The Leasing Company shall be liable in case of culpable injury to life, the body or health according to the statutory regulations.

11.5 The Leasing Company shall furthermore be liable in cases of wilful intent or gross negligence, including the wilful intent or gross negligence of its representatives or vicarious agents, according to the statutory provisions. The liability of the Leasing Company is limited in cases of gross negligence to the foreseeable, typically occurring damages.

12. Offsetting

The Hirer can only assert an offsetting or right of retention against claims of the Leasing Company if the claims concern undisputed claims or claims that have been declared final and binding.

13. Final provision, place of jurisdiction

Should individual provisions of this contract be invalid, this shall nevertheless have no effect on the contract on the whole. The parties undertake to replace the invalid provision by a valid one, which shall as far as possible correspond with the invalid provision from a commercial and legal point of view. The place of jurisdiction for all lawsuits arising from this contractual relationship is Nuremberg.

Status June 2021

General Business Terms and Conditions Personnel Leasing Business & Service, Brigitte Schmedding GmbH

Nuremberg Register Court HRB 29 462