**AGB TCT- Solutions GmbH**

The company TCT-Solutions GmbH, in 47137 Duisburg, Reinholdstrasse 6. Has owned, the Permission for temporary employment by the Federal Employment Agency in Düsseldorf was approved.

**1. Scope**

1.1. These general terms and conditions apply to temporary employment by TCT-Solutions GmbH exclusively. Should the validity be contradicted, TCT-Solutions has the right to withdraw from the contract without claims on the part of the borrower arise. These terms and conditions apply in connection with a framework agreement and / or the referring parties Temporary employment contract within the meaning of § 12 AÜG.

1.2. Other agreements are only valid if both parties (Lender) and (Borrower) have a document signed in writing.

**2. Permission / collective bargaining agreement**

2.1. TCT-Solutions GmbH is in possession of a limited permit for Temporary employment according to §§ 1 and 2 AÜG. For those from TCT-Solutions GmbH Employees employed as temporary workers (male / female), hereinafter gender-neutral referred to as temporary workers, we are affiliated with the IGZ collective bargaining association.

**3. Provision of employees**

3.1. TCT-Solutions GmbH is the employer for temporary workers according to Temporary Employment Act, with the associated rights and obligations. The borrower is primarily responsible for issuing work instructions and checking the Execution of work and observance of accident prevention regulations in the company.

**4. Exclusion of contract / offer / termination**

4.1. Contracts are only binding when a signed contract document is available from the lender.

4.2. On the basis of these conditions, the lender's offers are deemed to be a Request for an order.

4.3. Insofar as the temporary employment contract is not concluded for a limited period, it runs for an indefinite period. During the first six weeks of using the Temporary worker, the client is entitled to terminate the contractual relationship with a deadline to terminate 5 working days, and then terminated with a notice period of 10 working days will.

4.4. The right to extraordinary termination remains unaffected. Both contracting parties have an extraordinary right of termination with one month's notice, End of the month if the AÜG should be fundamentally changed. If the Personnel service provider is particularly required to terminate this agreement without notice justified,

if:

»An application has been made to open insolvency proceedings against the client's assets, insolvency proceedings have been opened or rejected for lack of assets or such threatens

»The client does not issue an invoice that is due, even after a reminder and a deadline have been set compensates

»The client violates the assurances and obligations

»The client does not accept a price adjustment

»Notice of termination must be made in writing in any case. Temporary workers are for Not authorized to accept notices of termination.

**5. Accident at work**

5.1. Every accident at work is with immediate action by the borrower to the lender and all related details must be promptly written to be passed on.

**6. Confidentiality / data protection**

6.1. The client undertakes neither in general nor to a third party to any data transmitted by the personnel service provider, in particular Prices, knowledge or experience ("INFORMATION") in writing, orally or to be passed on in another way. The said obligation does not apply to information which are demonstrably generally known or generally at a later point in time become known without breaking the present obligation, or the Client demonstrably before receiving the information or at a later point in time were already known without violating the present agreement.

6.2. All rights (including industrial property rights and copyrights) regarding announced information is reserved. The announcement authorizes the Client does not use the information for purposes other than those agreed.

6.3. The secrecy also applies to data that falls under the Data Protection Act. The parties will each other party and personal data their employees process and use only for contractually agreed purposes. She is personal data are protected against unauthorized access in particular and, moreover, do not record, save or store this data reproduce, use or exploit in any form or without consent pass on to third parties by the authorized person.

6.4. The personnel service provider and the client take this into account Federal Data Protection Act in its current version.

**7. Exclusion of set-off / right of retention and assignment**

7.1. The client is not entitled to counter claims of To offset the personnel service provider or to apply a retention invoice unless the counterclaim asserted by the client is undisputed or legally established.

7.2. The client is not entitled to submit claims from the personnel service provider to cede third parties.

**8. General Equal Treatment Act**

8.1. TCT-Solutions GmbH assures a complaint system in the company to have installed. The temporary workers were trained in accordance with § 12 AGG. As part of The borrower becomes suitable for his legal duty of care according to § 6 Abs. 2 AGG Take preventive measures to keep the temporary worker from being disadvantaged Reasons of race, ethnic origin, gender, religion or Protect your world view, disability, age or sexual identity.

**9. Duration of temporary employment**

9.1. The leasing period per temporary worker is at least 7 hours; in the Otherwise, the provisions of the leasing contract apply.

**10. Employment relationship**

10.1. The lender is the employer of the temporary workers after Employee Leasing Act (AÜG).

10.2. During the assignment, the temporary worker is subject to the instructions of the borrower. The hirer may only assign such activities to the temporary worker which belong to the contractually agreed area of ​​activity. In particular, it is that Borrower forbids, without the express written consent of the lender, the Temporary workers with the transportation, handling, or collection of money and to instruct other means of payment. During the work assignment, the borrower has the duty of care of an employer towards the temporary worker. So the hirer has to ensure that at the place of employment of the temporary worker the applicable accident prevention and occupational health and safety regulations as well as those permitted by law working time limits are adhered to and the facilities and measures of first aid are guaranteed. Insofar as the work of the temporary worker is, a borrower has to do a medical check-up before they start carry out such an examination of the activity. Should the temporary worker too Times or days are used on which the employment only with special official approval is permitted, the borrower has this approval before the Obtain employment at these times or on these days. The borrower has the Instruct temporary workers before the start of employment at the workplace and instruct him about the special dangers of the activity to be performed as well as measures for their to inform aversion. The borrower is obliged to comply with the employee Monitor protective regulations. The above obligations exist without prejudice to Lender's Obligations. In order to fulfil the employer's obligations, the lender Access to employees' workplaces at any time within working hours granted by the borrower.

10.3. Does the hirer run or own a temporary employment agency if he has permission for temporary workers, he is expressly forbidden to subcontract the temporary worker to a chain employment relationship.

**11. Prices and Payment**

11.1. Unless expressly agreed otherwise, prices apply without surcharges for Overtime, night work, shift work, Sundays and public holidays plus statutory VAT. We reserve the right to increase prices appropriately if after the conclusion of the contract, collectively-related wage increases occur or circumstances affecting the personnel service provider is not responsible for causing an increase in the price, as well as the redetermination of the Comparative pay as a result of a wage adjustment of the comparable employee of the Customer operations or a change in the employee's job profile require this. The increase occurs 2 weeks after receipt of the announcement of a price increase Force. An announcement of a price increase entitles the customer to with a notice period of one week from receipt of the announcement to the date of the price increase quit.

11.2. The employee is not entitled to advances or any payments to receive from the customer.

11.3. Billing takes place weekly. Invoices are to be sent immediately upon receipt of Payment due. The customer is obliged to follow him weekly or indirectly Termination of the order of the personnel service provider-employee to be submitted to Sign activity reports.

11.4. Payments can only be made to the personnel service provider or to their accounts with the effect of discharging the debt, stating the customer and invoice number will.

11.5. A set-off or the assertion of a right of retention is towards the personnel service provider only with undisputed or legally established Claims admissible.

**12. Rejection / replacement of temporary workers**

12.1. The client is entitled to hire a temporary worker by written Reject declaration to the personnel service provider if there is a reason exists that the personnel service provider to an extraordinary termination of Employment relationship with the temporary worker would entitle (§ 626 BGB). Of the client is obliged to explain the reasons for the rejection in detail. In the event of rejection, the personnel service provider is entitled to advise others professionally to provide equivalent temporary workers to the client.

12.2. In addition, the personnel service provider is entitled at any time to withdraw organizational or legal reasons left to the client Exchanging temporary workers and giving temporary workers of equal professional value left.

13. **Place of performance / place of jurisdiction / applicable law**

13.1. The place of performance for all services of the parties is at the registered office of the respective party Branch of TCT-Solutions GmbH.

13.2. If the customer is a merchant, the exclusive place of jurisdiction is for all mutual claims and liabilities from the existing with the customer Business relationship, including any bills of exchange and check claims as well as disputes about the creation and effectiveness of the contractual relationship the district or regional court responsible for Duisburg; Legal remain unaffected Provisions about a different exclusive place of jurisdiction. TCT Solutions GmbH is entitled to the customer at his general place of jurisdiction to Sue.

13.3. The existing between the customer and TCT-Solutions GmbH Contractual relationship as well as all other existing between these parties Legal relationships are exclusively governed by the law of the Federal Republic of Germany Use. Insofar as mandatory law of the European Union requires this, also apply these provisions.

13.4. Should individual provisions of the temporary employment and recruitment contract be or become ineffective, or should the temporary employment and recruitment contract contain loopholes, the validity of the remaining provisions of this does not affect the employee leasing and recruitment contract. In this case, the parties are entitled to one instead of the ineffective provision meet that corresponds as closely as possible to the purpose of the original provision. A loophole is to be filled by a supplementary provision by the parties, which serve the purpose of the temporary employment and recruitment contract corresponds as closely as possible.

**14. Acceptance of temporary workers / agency commission**

14.1. A mediation exists when the client or one with him legally or economically affiliated company for the duration of a temporary employment contract with the employee of the personnel service provider enters into an employment relationship. There is also a mediation if the client or a legally or economically affiliated company within six months after the end of the transfer, but no more than 12 months after the beginning of the assignment with which the temporary worker enters into an employment relationship. To the in this case, the client reserves the right to prove that the conclusion of the Employment relationship did not take place on the basis of the previous leasing.

14.2. A mediation is also present if the client or one with him legally or economically affiliated company directly after production of the contact with the applicant by the personnel service provider without a previous one Assignment enters into an employment relationship.

14.3. Relevant for the time of the establishment of the employment relationship between the client and the temporary worker is not the time of Start of work, but the time of the conclusion of the employment contract.

14.4. The client is obliged to inform the personnel service provider whether and when an employment contract was concluded. If, in the event of a dispute, the personnel service provider Indications for the existence of an employment relationship between the client and explains to the temporary worker, the client bears the burden of proof that an employment relationship has not been entered into.

14.5. In the cases of Clauses 14.1 and 14.2, the client has a pay agency commission to the personnel service provider. Temporary Employment relationships are subject to commission to the same extent as open-ended ones, working conditions. The amount of the agency commission is, in the case of direct takeover of the temporary worker, 2.5 gross monthly wages without prior assignment. Furthermore, is the commission in the case of a takeover within the first 3 months after the start of the transfer, 2 gross monthly salaries, in the case of a transfer within of the 4th to 6th month after the start of the assignment, 1.5 gross monthly salaries, for a transfer within the 7th to 9th month 1 gross monthly salary and in the event of a transfer 0.5 gross monthly salaries within the 10th to 12th month after the start of the provision.

14.6. The basis for calculating the commission is between the gross monthly salary agreed between the client and the temporary worker, at least but that was agreed between the personnel service provider and the temporary worker Gross monthly salary. The client submits a copy of the signed employment contract. In the event of interruptions in the provision of, the beginning of the last lease before the employment relationship is established is decisive. The Agency commission is payable plus statutory VAT. The commission is payable 8 days after receipt of the invoice.

14.7. If the employee is based on a freelance employee contract or a Contract with a self-employed person working for the client, the provisions apply accordingly with the proviso that instead of the gross monthly salary the between the agreed monthly fee for the client and the employee are the basis of the forms the basis of calculation.

14.8. The above provisions also apply in the case of mediation of the employee in an apprenticeship relationship with the client. In this case, the basis for calculating the commission is that between Gross training remuneration agreed for the client and the temporary worker, but at least that between the personnel service provider and the temporary worker last agreed gross monthly salary.

**15. Warranty / liability**

15.1. The personnel service provider ensures that the employed employees have the required qualifications. At the client's request, he shows the Qualification according to.

15.2. With a view to the fact that the hired workers are under management and the personnel service provider is not liable for the supervision of the client for damage that they cause in the course of their exercise or on the occasion of their work. If the client exempts the personnel service provider from any claims made by third parties in connection with the execution and performance of the temporary worker`s assigned activities should collect.

15.3. Incidentally, the liability of the personnel service provider and his legal Representatives and vicarious agents limited to intend and gross negligence. These limitations of liability does not apply to damage resulting from an injury to life, of the Body or health. This applies to both legal and contractual Liability, in particular cases in the event of delay, impossibility, the inability, the breach of duty or the unlawful act. Namely, the personnel service provider is not liable for the work results of the temporary workers or damages that they cause in exercise or on the occasion of their work or that the Clients are caused by the unpunctuality or absence of the temporary workers.

15.4. The client releases the personnel service provider from all claims, the personnel service provider from a violation of the client Assurances and obligations resulting from this contract (e.g. test and Notification obligations). The personnel service provider undertakes to invoke relevant preclusive periods towards any claimants.

**16.** **Final provisions / severability clause**

16.1. Changes and additions to the agreement between the parties must be in writing to be effective. This also applies to a change in the written form requirement itself. Instead of the written form, the electronic Form (§ 126 a BGB) can be used. The ones provided by the personnel service provider, Temporary workers are not allowed. Changes, additions, or side agreements of the temporary employment contract to be agreed with the client.

16.2. The current General Terms and Conditions of TCT-Solutions GmbH are available for inspection in the Business premises on Reinholdstrasse 6, in 47137 Duisburg. Furthermore, it is in the current version can be found on the homepage www.tct-solutions.com.