

Scope and subject matter of the contract

(1) The following terms and conditions apply, unless otherwise agreed (e.g. a corresponding agency agreement), to all, including future, business relations in the field of personnel placement between the companies of the Lorenz Group (Lorenz Pro-jekte GmbH & Co. KG, Lorenz Office GmbH & Co. KG, Lorenz Technik GmbH & Co. KG, - hereinafter referred to as: Lorenz) as personnel service provider and the Customer (hereinafter referred to as: Customer, jointly referred to as: Parties), for the purpose of placing an employee to fill the vacancy specified in the order or the order confirmation letter.

2. confidentiality / data protection

Lorenz shall be provided by the Customer with all information necessary to fill the vacancy in order to carry out this personnel placement. Lorenz will handle this information confidentially and will only use it within the scope of the specific personnel placement order. After termination of this contract the respective data will be deleted and the documents Lorenz has received from the Customer will be returned.

The customer undertakes to process or use all data of the job seekers made available to him in the context of the personnel placement only for the purpose for which they were transmitted to him as authorized. After completion of the placement activity, the Customer shall return the documents received and delete the jobseeker's personal data made accessible to it, insofar as this does not conflict with statutory duties of confidentiality.

The parties undertake to maintain secrecy about all business and trade secrets of which they become aware during the term of the contract. The duty of confidentiality shall also extend to information expressly designated as confidential by the other party. In addition, the parties undertake to treat as confidential vis-à-vis third parties any documents or data obtained in connection with the performance of this Agreement or any other information which is not generally accessible. The duty of confidentiality shall not extend to knowledge which is accessible to everyone or the disclosure of which is obviously not disadvantageous for either of the parties. The duty of confidentiality shall not apply if a party is legally obliged to provide information or if the information is required for legal reasons vis-à-vis public authorities or to safeguard legal claims vis-à-vis courts. The obligation to maintain confidentiality continues to exist after termination of the contract.

The Customer undertakes to Lorenz to process all personal data provided to him by Lorenz exclusively for the purpose of the execution of this contract and to comply with all data protection regulations, in particular DSGVO and BDSG new. The Customer shall comply with any reasonable instructions issued by Lorenz regarding the handling of such personal data, which serve to comply with the data protection regulations. In particular, the Customer shall delete personal data without undue delay if the purpose of the legal basis of their processing no longer requires further storage and no other legal obligations exist for further storage. If the customer wishes to process the data permissibly for another purpose, the customer shall inform not only the person concerned but also Lorenz. Furthermore, the customer undertakes to take all technical and organizational measures to comply with data protection regulations.

3. fee

If, after presentation of the personnel profile, a service or employment contract is concluded between the applicant presented by Lorenz and the Customer or a company legally or economically affiliated with the Customer within the meaning of § 15 of the German Stock Corporation Act (Aktengesetz), it is irrefutably presumed that this was initiated by the activities of Lorenz. In this case Lorenz has a claim against the customer for payment of a placement fee amounting to 25% of the gross annual salary of the placed candidate. In the case of executives, engineers and IT specialists, who are identified as such on the personnel profile / in the CV, the placement fee is 30% of the gross annual salary. The statutory sales tax is to be paid in addition in each case.

The gross annual salary is understood to be the total remuneration to which the applicant is contractually entitled at the customer, in particular voluntary bonuses, gratuities, bonuses, 13th/14th month salaries and non-cash benefits.

The placement fee is due for payment without deduction on the date of signing of the contract between the applicant and the customer or, in the absence of a written contract, on commencement of the applicant's activity with the customer. The customer is obliged to inform Lorenz immediately about the conclusion of the service or employment contract and to provide written information about the date of the conclusion of the service or employment contract or the commencement of work and the amount and composition of the respective gross annual salary at any time upon request of Lorenz.

Fees or special conditions deviating from No. 3 paragraph 2 are only valid if they are agreed upon in writing between the parties.

4. insertion, presentation costs

Costs for insertions shall only be charged upon separate agreement. The introduction costs of an applicant are to be borne by the customer, unless Lorenz has arranged the introduction without a special order from the customer.

5 Liability

Lorenz assumes no liability for the personal, physical, character and professional suitability of the job holder selected by the Customer on the basis of its mediation. With the conclusion of the employment relationship or with the start of work, the customer bears the sole responsibility for the selection made. Lorenz is not liable for declarations made by the job holder or actions begun by or attributable to the job holder.

6 Warranty

The placement of employees is basically carried out under exclusion of any warranty. Lorenz will, however, without acknowledging any legal obligation and solely as a gesture of goodwill, attempt to offer an adequate replacement in the event that the job holder leaves the customer's company within the valid probationary period of the employment contract. For this placement Lorenz will charge 50% of the fee paid for the original job holder by the customer. This does not apply if the termination of the employment relationship occurred during the probationary period for operational reasons.

7. establishment of other business relationships

If, instead of establishing an employment relationship, the customer establishes another contractual relationship with the person placed, in particular a commercial agency relationship or freelance employee relationship, the other regulations shall apply analogously. In this case, the brokerage fee amounts to 30% of the gross annual income, whereby in the case of an exclusively success-dependent remuneration and thus a lack of determinability of the fee, a lump sum of Euro 10,000 net is owed. Any deviating agreements must be made in writing.

8. final clause

Lorenz declares to have permission from the job applicant to pass on personal data to the customer. The customer declares that the employee commissioning the recruitment agency is authorized and authorized to sign.

Verbal side agreements have not been made. Amendments to these General Terms and Conditions of Business must be made in writing in order to be effective. Should any of the above provisions be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision by a valid one.

9 Choice of Law, Place of Jurisdiction

The legal relationship between Lorenz and the customer is governed by German law.

For all contractual and non-contractual disputes, the exclusive place of jurisdiction is Nuremberg.

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