

General terms and conditions for the temporary employment of workers

Stand 01.02.2022

These general terms and conditions apply to all personnel provision within the meaning of the Manpower Leasing Act (AÜG) by B&B Austria eU with its registered office in 1230 Vienna, Haymogasse 92 House 2, hereinafter referred to as "B&B".

1. Parties

B&B (=temporary agency) provides the client (=employee) with one (or more) employees (=temporary worker) exclusively by acknowledging and applying these terms and conditions.

2. Legal basis The

provision of personnel by B&B and the employment of the temporary workers by the client takes place in accordance with the applicable legal regulations, in particular in compliance with the Temporary Employment Act (AÜG), Federal Law Gazette No. 196 of March 23rd, 1988 and the collective agreement for the temporary worker trade (workers) or the collective agreement for employees in trade, crafts and services.

3. Liability

The customer acknowledges that, according to § 6 paragraph 1 AÜG, he is considered an employer within the meaning of occupational health and safety law. He is obliged to comply with the legal provisions applicable to the temporary workers, such as the Working Hours Act and the employee protection regulations. The customer must take the necessary training, education and hazard prevention measures (protective clothing, etc.) in accordance with the Employee Protection Act and inform B&B about them. In particular, the client is obliged to provide written evidence of the necessary training and instruction of the leased workers and to provide all necessary information in the event of official proceedings.

The client as the employer assumes sole liability for illegal employment of the workers provided by B&B

and expressly indemnifies B&B from any liability or penalty imposed on B&B for illegal employment with the employer.

In the event that the client requests health examinations or any tests for diseases of the leased workers before or during the transfer or if they are prescribed due to mandatory standards, the client shall bear the full costs for this.

4. Absences

Absences as times when a temporary worker is unable to work, such as illness, dealings with the authorities, vacation, special vacation days, care leave, are generally borne by us.

Absences of a temporary worker as a result of accidents at work, which occur as long as and insofar as the temporary worker is under your supervision or under your managerial authority, are at your expense and will be charged to you as time worked. This also includes accidents at work that can be traced back to the violation of employee protection regulations.

5. Client's duty to provide information The

client is obliged to inform B&B about the circumstances that are essential for the leasing before it begins, in particular about the required qualification of the leased worker, the associated collective agreement classification in the collective agreement to be applied in the employing company for comparable employees for comparable activities as well as the essential working and employment conditions applicable in the employing company, which are contained in binding provisions of a general nature (e.g. company agreement) and relate to working hours and holidays. In particular, the customer must notify B&B of the performance of heavy night work in accordance with the Heavy Night Labor Act or Heavy Labor Ordinance.

If B&B incurs expenses due to incorrect or incomplete information from the client and subsequent claims from the temporary worker resulting from this, the client is liable for the difference in wages to be paid to the employee by subsequently charging him the difference to the agreed hourly rate to the same extent (as a percentage).

6. Applicable collective agreement and duty to provide information The remuneration to be paid to the temporary workers is based on the collective agreement valid in the respective employing company as well as on the remuneration regulations of the collective agreement for the trade of temporary workers (blue-collar workers) or the collective agreement for employees in crafts, trades and in of the service, for the correct application of which the complete information of the client is essential. The client is obliged to immediately notify the collective agreement to be applied in his company for the temporary worker, any wage-regulating company agreements and other written agreements with the works council on the standard company wage level in order to ensure proper offsetting by B&B.

If collective wage increases or other statutory or collectively agreed cost increases (e.g. biennial jumps, advances) come into force during the period of the leasing, B&B is entitled to increase the agreed hourly rate by the same amount (as a percentage) from the time at which they come into effect. Since B&B has to pay the temporary workers for activities outside the permanent, stationary operation of the client, the client informs B&B in good time before the conclusion of the temporary employment contract whether the temporary workers will also be used for such assignments. In particular, the client informs B&B in good time about any assignments of the temporary workers outside of Austria in order to be able to apply for the necessary permits in connection with residence and employment as well as social security and wage tax of the workers in the country of assignment in good time. If the client fails to provide this information or if the locations are not sufficiently known before the contract is concluded, the client expressly agrees to the payment of hourly rates that are higher than the agreed hourly rates due to the foreign assignments to cover the necessary expense allowances plus a 15% processing fee.

7. Normal working hours, obligation to provide information on absenteeism and lockouts The normal working hours of the staff provided by B&B are 38.5 hours/week for employees and workers. In companies with collectively agreed or otherwise generally deviating working hours, the working hours applicable to the permanent staff in this company also apply to workers hired out by B&B. For the calculation of

Overtime is subject to the regulations applicable to the customer's permanent staff, the applicable collective agreement and the Working Hours Act.

In the event of periods of non-performance due to vacation, continued payment of wages in accordance with the Continuation of Pay Act, the Employees Act or the applicable collective agreements as well as other unexcused absences, the client undertakes to inform B&B immediately, otherwise the entitlement to remuneration of the agency towards the client also for these absences.

If the working hours and absences are recorded electronically using the time recording provided by B&B, the client undertakes to disclose the names and e-mail addresses of those persons who are responsible for the electronic release of the timesheets.

If one of the client's operations is affected by a strike or lockout, B&B must be informed immediately. In this case, according to § 9 AÜG, there is an immediate ban on employment of the leased workers.

8. Obligation to provide information about changes in

use The client provides information before the transfer and before any change the use of the hired worker B&B in writing about the suitability required for the activity and the required specialist knowledge as well as about the special characteristics of the job to be filled.

The client undertakes to inform B&B in writing of the medical suitability required for the job to be filled or the intended activity and to transmit the relevant safety and health protection documents, in particular all documents in connection with the risk evaluations, as well as to notify us of any changes bring.

The client is obliged to reimburse B&B for all expenses resulting from incorrect or incomplete information (according to point 8, paragraph 1).

9. Liability and Compensation

for Damages B&B is not liable for a specific success of the work performed by the leased workers or for damage and/or consequential damage caused by the personnel provided to the client, since the leased workers are subject to the supervision of the client. If hired out workers for the client, business trips with the employee's own passenger car

perform, the client assumes liability for any accidental damage to this passenger car, the other party involved in the accident and/or third parties and expressly exempts B&B from any liability.

B&B shall be liable if the assigned workforce uses the client's tools, machines, vehicles, etc. to perform their work shall not be held responsible for any damage arising therefrom. Before handing over vehicles or machines to the leased worker, the client must check whether the leased worker has the authorization required to drive or operate such vehicles or machines at the time of commissioning.

If the client does not object to the qualification of the respective leased worker in writing to B&B within the first three days of the lease, the qualification of the leased worker shall apply accordingly to the required qualification.

In the event that B&B becomes liable for damages to the client due to improper performance of the contract, B&B is liable against the client is limited to € 4,000.00.

If penalties are imposed on B&B due to incorrect or incomplete information from the client due to the wage and social dumping law, additional payment claims are made and/or security deposits are requested from the authorities, the client is fully liable for these penalties, additional claims and for all B&B resulting disadvantages .

10. Acceptance of personnel conditions

If the leased worker is taken over by the client as an employee or employee-like person in a contractual relationship during the specified minimum period of employment, the client will be charged a reasonable reimbursement of costs for the expenses incurred, depending on the duration of the lease.

The minimum assignment period is 18 full calendar months. If a temporary worker is taken over before the specified minimum assignment period has expired, the client will be charged for the A reasonable reimbursement of expenses incurred as a personnel consulting fee in the amount of 30% of the annual gross salary of the employee taken over will be charged. The amount of the reimbursement of expenses is measured according to the ratio of the already elapsed deployment time of the temporary worker to the remaining / total minimum deployment time.

The employment of the workers provided by B&B as employees or similar persons within the meaning of the above paragraphs is equivalent to the employment of the workers provided in the company of the employer through a company that is active in the same business area as B&B (staff provision/ temporary workers).

In the event that the client enters into a (freelance) service contract with a candidate named by B&B within 18 months of the first announcement of the name, he must also pay an expense allowance of 30% of the annual gross salary of the poached employee. The calculation of the fee is based on the gross annual salary for full-time employment (in the case of part-time employment, the gross annual salary is to be extrapolated to full-time) of the worker placed by B&B.

The gross annual fee consists of that of B&B
The gross annual salary (fixed amount) promised or agreed with the worker mediated plus overtime lump sums and pro rata special payments as well as the average of any commissions, bonuses and allowances in the first year of service. The fee is commercially rounded to the nearest ten. The minimum fee is € 2,000.00. Telephone and postal expenses are included in the fee.

11. Takeover of personnel - flat fee If the client takes over the temporary worker as an employee or employee-like person in a contractual relationship, the client will be charged a flat rate of € 200.00 plus VAT for the additional costs incurred by the final settlement.

12. Reset Periods

If workers are used beyond an agreed end date, the provisions of the order placed shall continue to apply. If the duration of the assignment has not been fixed in writing in advance, the assignment is to be terminated before the agreed end date or the leasing is continued beyond the agreed end date, the client must inform B&B in writing of the end time of the leasing before the end of the assignment. At least the following deadlines must be observed between the notification and the provision of the workers, unless otherwise agreed in individual cases:

The following generally applies: Provisions are only possible on the 15th or the end of the calendar month.

Duration of use	Deferral workers	Deferral period employees
1 month to 12 months	2 weeks (3 weeks from January 1st, 2023) plus 1 working week	6 weeks plus 1 working week
12 months to 18 months	4 weeks plus 1 working week	6 weeks plus 1 working week
18 months to 2 years	6 weeks plus 1 working week	6 weeks plus 1 working week
2 years to 5 years	2 months plus 1 working week	2 months plus 1 working week
5 years to 15 years	3 months plus 1 working week	3 months plus 1 working week

If the client violates this obligation, he is responsible for the transfer to pay the agreed fee for the duration of the applicable deferral period (based on normal working hours/week multiplied by the agreed normal hourly rate).

Furthermore, the employer undertakes to bear all costs in connection with so-called "mass terminations", which trigger the early warning system in accordance with Section 45a AMFG at the AMS.

This means that the employer pays the agreed remuneration to the agency for the duration of the blocking period in accordance with Section 45a (2) AMFG and for the subsequent statutory or collective agreement notice period to be observed.

13. Termination

Unless otherwise agreed in the written order confirmation, B&B is entitled to declare the lease agreement terminated with immediate effect (ordinary termination). In the case of ordinary termination, the client does not have to pay any fee for the transfer for the last 3 days before the end of the contract.

If the customer is in default of payment, if composition or bankruptcy proceedings are opened against him, he violates

Employee protection regulations or if he is otherwise grossly in breach of contract or illegal, B&B is entitled to terminate the leasing contract with immediate effect without observing a period of notice (extraordinary termination) and to deduct the leased employees.

14. Billing modalities The

employer must inform the agency of his UID number at the start of the job. The services provided will be invoiced plus 20% VAT. If the tax liability according to § 19 paragraph 1a UStG 1994 (construction services) is transferred to the employee, the customer must inform B&B of the transfer of the tax liability, which means that the settlement is made without VAT. The client undertakes to immediately notify B&B in writing of any changes to its company name, business address, UID number, the omission of the requirements for the transfer of tax liability within the meaning of the UStG or other information relevant to B&B, otherwise it will be responsible for any (financial) Any disadvantages that B&B incurs due to the lack of information is liable.

Invoicing takes place every 14 days, unless otherwise agreed in writing. Invoicing is done electronically. The customer undertakes to disclose his e-mail address, which is to be used for this purpose.

The term of payment is agreed to be 8 days net from the date of invoicing. The invoice amount must be available in the agent's account when it is due. In the event of a delay in payment, the statutory interest rate of 9.2% plus the applicable base interest rate will be charged. As compensation for the operating costs, the employer will be charged a reminder fee of EUR 40 per reminder run. Workers provided by B&B are under no circumstances entitled to collect. The customer is not entitled to offset his own claims against the invoice amount or to withhold payments due for any reason whatsoever.

15.

Miscellaneous The customer expressly agrees to the sending of offers and information electronically or to the contractor contacting him by telephone.

16. Final Provisions The

invalidity of individual provisions of the agreement and its components - in particular these General Terms and Conditions -

do not affect the effectiveness of the remaining provisions.

The present terms and conditions apply insofar as nothing else has been agreed to the contrary, whereby all agreements that deviate from these terms and conditions must be set out in writing. This also applies to deviating from the written form.

17. Place of

jurisdiction The place of jurisdiction is Vienna.