



GENERAL TERMS AND CONDITIONS

of **Dunkel, Vögele & Associates GmbH**, consulting agency for human resources for transport logistics, Mittelweg 14, 20148 Hamburg, Germany – hereafter called **DVA**.

1. Responsibilities of **Dunkel, Vögele & Associates GmbH**

DVA shall execute the order with the diligence of a prudent businessman.

2. Responsibilities of the Client

The client is obliged to make the documents available to **DVA** being necessary for the planning and execution of the order and to provide the required information.

3. Remuneration Agreements

The remunerations for the services rendered by **DVA** are due net within eight (8) days. A set-off against the entitlement to remuneration is only admissible in case of an undisputed claim or a claim recognized by declaratory judgement.

In case the client does not accept a candidate presented by **DVA** at first, but employs the candidate notwithstanding within a period of twelve (12) months after the presentation, the client shall be obliged to pay the remuneration to **DVA**.

4. Liabilities of **Dunkel, Vögele & Associates GmbH**

For deliberate and grossly negligent breach of duty **DVA** shall be liable up to the height of the agreed remuneration. Incidentally **DVA** is only liable unless there is evidence of wilful intent or gross negligence on their part for claims. This liability is limited to the height of the agreed remuneration for whatever legal cause.

- Each partner office is legally autonomous -

The head office for all partner offices is:

Dunkel, Vögele & Associates GmbH • Mittelweg 14 • 20148 Hamburg

HRB 74182 • registered office: Hamburg • Geschäftsführer: Kenjiro Alexis Bonilla • Ust-IdNr.:DE205999074



5. Amendment

In case of the annulment of the employment contract with a candidate placed by **DVA** within the agreed trial period (max. 6 months), **DVA** shall be keen on ensuring a successful and free of charge replacement of the job, within an appropriate period of time after the annulment of the contract of employment. The precondition for this warranty is that there have been no changes as to the functional work contents, no change of the direct executive manager, no redundancy for operational reasons and that promises made to the candidate regarding the employment have been kept. This service, however, is only guaranteed in connection with the awarding of a fixed contract which requires a written confirmation.

6. Copyright

No copyrights are transferred. The client is obliged to use the written documents submitted by **DVA** within the scope of the order – especially as regards the prepared synopses on candidates – only for own purposes and on consideration of privacy terms.

7. Untimely Termination of Contract on Human Resources Consultancy

A written contract on the subject of human resources consultancy can only be terminated by both parties for cause. The termination of the contract must be in writing. If the contract is terminated for cause **DVA** is responsible for, **DVA** shall only be entitled to the remuneration of services rendered until notice of cancellation.

8. Validity of the General Terms and Conditions

On presentation of a candidate the General Terms and Conditions become valid without any confirmation in writing.

9. Final Provisions

Any amendments, changes and supplements of the agreement must be in writing. Should any provision of this agreement be invalid, either in part or in full, the validity of the other provisions remains unaffected. The invalid provision shall be replaced by a regulation which comes closest to the economic intent for the purpose of which the contract was concluded, in a legally effective and practicable form.

10. Court of Jurisdiction

For all legal disputes the court of jurisdiction shall be Hamburg.

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