

Outside Company Terms and Conditions Abroad of tk accelis Processing Europe GmbH

I. Rights and obligations of Client and Supplier

1. Subject to the explicit, written approval of Client, Supplier is entitled to use other subcontractors or leased employees to perform the work or services it is required to perform whereby Client will not unreasonably withhold its consent. If Client has agreed to the use of other outside companies or lenders, Supplier will oblige them to comply with the obligations arising from the contract for work and services with the customer and these Outside Company Terms and Conditions. Supplier shall also allow Client to inspect the records and certificates of the subcontractor.
2. Insofar as Supplier employs foreign personnel who require a residence title or work permit, Supplier undertakes to exclusively employ personnel in possession of a valid residence title, which permits the holder to pursue gainful employment, or valid work permit. Client reserves the right to check to this extent the personnel deployed by Supplier. Supplier shall support these checks by Client.
3. Domestic or foreign suppliers who work abroad within the scope of their assignment shall assure Client of unconditional compliance with all country-specific labour law, collective bargaining law and other statutory provisions applicable at the place of order processing.
4. Supplier shall indemnify Client from all claims asserted against Client arising from any existing statutory Client and/or guarantor liability as a result of an order placed with Supplier.
5. In the event that Supplier breaches one of the aforementioned obligations, Client shall be entitled to terminate the contract without notice (revocation of the order). In addition, Client shall be entitled to rights of retention in respect of payments due to Supplier. Furthermore, following revocation of the order, Client shall also be entitled to arrange for the remaining work to be performed by a third party at Supplier's expense. Client also explicitly reserves the right to claim compensation for further damages.
6. Client and Supplier agree that with regard to the contracts concluded between them, the following principles apply:

As an independent entrepreneur, Supplier is free to organize the path to success or the provision of the service. This includes in particular the freedom to select the employees deployed by Supplier in connection with the processing of the order in exercise of the personnel sovereignty incumbent upon him.

Client and Supplier shall endeavour as far as possible to ensure that the employees deployed by the supplier are not integrated into the client's operations.

For example, Supplier shall ensure that the employees deployed by him are always recognisable as employees of his company (e.g. work clothing with Supplier's logo, Supplier's own e-mail signatures), that they always have the work equipment required to perform the service and that they refrain from typical employee behaviour towards Client and his employees (e.g. sick leave or applications for leave from Client).

Client, on the other hand, shall ensure, for example, that its employees do not work together with Supplier's employees on a division of labour with regard to the respective commissioned services, that Supplier's employees are not used for activities outside the respective contractual relationship, that Supplier's areas of work are clearly separated from client's areas of work and identified as such, and that Supplier's employees do not take part in team meetings, company outings, etc. of Client.

The right to issue instructions to Supplier's employees is solely due to Supplier as their employer. Client shall therefore not issue instructions to the employees deployed by Supplier.

II. Internal approval

1. Client operates an internal approval system for outside companies. Supplier undertakes to submit to Client a self-assessment together with the records/certificates specified therein. In an individual case the scope of records/certificates required may be increased or reduced. Insofar as Supplier does not present the relevant certificates/documents in the original, it assures that this is a copy of the respective originals and declares its willingness to present the originals immediately on request.
2. All certificates to be presented by Supplier under statutory provisions and on the basis of this contract shall be in German. If necessary Supplier shall have the certificates translated into German at its own expense. All translations shall be officially authenticated.

3. Should Supplier fail to meet its obligation to present up-to-date certificates/records in accordance with section 2.1 in good time, Client shall be entitled to retain appropriate holdbacks from its payments until the outstanding certificates/records are submitted. This does not apply insofar as Supplier has provided a directly enforceable guarantee form bank or savings bank to secure possible claims of third parties against the client under §§ 13 MiLoG in conjunction with 14 AEntG or comparable provisions (see clause 1.4).
4. Should Supplier fail to meet its obligations to provide the required certificates/records within an appropriate period set by Client, Client shall be entitled to revoke the order with Supplier with immediate effect. Furthermore, following revocation of the order, Client shall be entitled to arrange for the remaining work to be performed by a third party at Supplier's expense. The right to claim compensation for further damages is explicitly reserved.

III. Other obligations of Supplier

1. Supplier affirms that it will brief its managers and employees on these Outside Company Terms and Conditions before work commences.
2. Supplier undertakes to inform Client immediately in writing of any material changes at its company which may be relevant for its business relationship with Client (e.g. change of management or shareholders, change of company name, etc.).

IV. Data protection

1. With a view to proper execution of the contract, Client will to the extent necessary process personal data of Supplier or the natural persons acting on its behalf within the meaning of the EU General Data Protection Regulation (GDPR) and the German Data Protection Act as amended, and, if necessary, transfer these data to other companies in the Group. The type and purposes of the data processing will be indicated in separate data protection information within the meaning of Art. 13, 14 GDPR, which Client shall provide to Supplier on an order-related basis.
2. Supplier undertakes vis-à-vis Client to hand over the data protection information immediately, in any case before starting work for Client, to the data subjects referenced in 4.1 and to document the timely handover to the respective data subjects. Client shall have the right to demand proof of this documentation at any time, but shall not be obliged to do so. Supplier shall indemnify Client from claims and fines as a result of a violation of this section 4.2. This applies in particular to claims of data subjects for damages as well as fines and sanctions for breach of Client's duty to provide information pursuant to Art. 13, 14 GDPR.
3. The Supplier warrants that the persons referred to in 4.1 who have access to personal data in the course of their work for the client are bound to confidentiality or are subject to an appropriate statutory duty of confidentiality.

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