

General Terms and Conditions

§ 1 Scope of application

1. These General Terms and Conditions solely apply to entrepreneurs, legal entities under public law or a special funds under public law in terms of § 310 section 1 German Civil Code. We only accept a customer's general terms of business that conflict with or deviate from our Terms and Conditions if we explicitly accept their validity in writing.

2. These Terms and Conditions also apply to all future transactions with the customer, provided these are legal transactions of similar nature.

3. Provisions individually stipulated with the customer (including side agreements, supplements and revisions) in individual cases take precedence over these Terms and Conditions in any case. A written contract or our written confirmation is decisive for the content of such agreements subject to evidence to the contrary.

§ 2 Offer and conclusion of contract

Insofar as an order is regarded an offer according to § 145 of the German Civil Code, we can accept it within two weeks.

§ 3 Provided documents

We reserve propriety rights and copyrights to all documents provided to the customer in connection with order placement – including those in electronic form – such as calculations, drawings, etc. These documents cannot be made accessible to third parties, unless we give the customer our express written consent to do so. Insofar as we do not accept the customer's order within the period defined in § 2, the documents must be returned to us immediately.

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§ 4 Terms and payment

1. Unless otherwise stipulated in writing, our terms apply plus value added tax in the respectively effective amount.
2. Payment of the invoice can only be made to the account indicated below. The deduction of a discount is only permissible if there is a special written agreement.
3. Unless otherwise stipulated, the invoice amount must be paid within 5 days after the service has been rendered.
4. Unless an agreement for a fixed price was stipulated, we reserve the right to appropriate price adjustments due to changes in wage, material and distribution costs for deliveries that take place 3 months or later after contract conclusion.

§ 5 Right of retention

The customer is only entitled to a right of retention if the customer's counterclaim is based to the same contractual relationship.

§ 6 Miscellaneous

1. This contract and all of the parties' legal relationships are subject to the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Our business headquarters are the place of fulfilment and sole court of jurisdiction for all disputes resulting from this contract, unless otherwise stipulated in the order confirmation (note: the use of this clause is impermissible if at least one of the parties is not a registered company in the commercial register).
3. All agreements between the parties for the purpose of fulfilling this contract are laid down in writing in this contract.

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Appendix 1:

Comments

Although the prohibited clauses of the facts list of §§ 308, 309 German Civil Code according to § 310 sec. 1 German Civil Code do not apply to GTCs that are used for entrepreneurs in terms of § 14 German Civil Code, it cannot be automatically assumed in a reverse conclusion that the use of clauses as defined in §§ 308, 309 German Civil Code normally bear up to the test of reasonableness of contents as per §§ 305 ff. German Civil Code for entrepreneurs.

Pursuant to § 307 sec. 1, 2 no. 1 German Civil Code that also applies to the application of GTCs for entrepreneurs, an unreasonable disadvantage to the contracting party must be assumed in cases of doubt if a clause with the essential basic idea of the statutory provision, from which is being deviated, is not conformable. According to case law, this leads to the lists of prohibited clauses of §§ 308, 309 German Civil Code also becoming indirectly important in commercial transactions through the interpretation of § 307 German Civil Code.

At the same time, the prohibited clauses of § 308 German Civil Code can usually be transferred to the sale between entrepreneurs because the commercial particularities in their margins of discretion are taken into consideration. However, such a universal solution is not possible for the prohibited clauses of § 309 German Civil Code; the violation of § 309 is also an indication for the invalidity of the clause for the sale between entrepreneurs.

Here, it is recommended to have the application of the GTCs reviewed in individual cases by a legal professional.

Transparency requirement

This requirement means that a clause in GTCs is also possibly unreasonably disadvantageous if it is not distinct and comprehensible. This requirement means that non-transparent clauses per se, without the involvement of an unreasonable disadvantage of the contracting party in regard to content, must be regarded as invalid. Moreover, this also means that the transparency requirement also applies to price determinations and clauses describing services that are generally excluded from the test of reasonableness of contents.

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Limitations of liability

Every exclusion or limitation of liability for damages resulting from the loss of life, physical injury or damage to health based on an intentional or negligent breach of duty by the user or an intentional or negligent breach of duty by a legal representative or vicarious agent of the user is invalid.

Amount of default interest

In addition to the sales price, the buyer owes the seller default interest from the beginning of the time of default. If a consumer is involved in the sales contract, either as buyer or seller, the interest rate amounts to 5% above the base rate. The interest rate is increased to 8% above the base rate for sales contracts between entrepreneurs due to the reform of the German law of obligations.

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Appendix 2:

Information for candidates:

How is an employment contract concluded?

- You conclude an employment contract with an employer. At the same time, you and the employer must at least agree on what work you will be doing and that compensation/money will be paid for this work.

You and the employer can

conclude an employment contract in writing (both sign the employment contract), verbally (both agree on the start of employment in a personal meeting or telephone call)

or electronically (both agree on the start of employment via text message, WhatsApp or email). The employer must provide you with written verification after one month at the latest. This question will tell you what you can do if you have not received an employment contract from the employer.

What is a probationary period and what should I pay attention to in that regard?

- You and the employer can get to know one another during the probationary period and see if your working together is a good fit. A probationary period is only valid if it was agreed upon. You or the employer can terminate the employment contract in writing during the probationary period - without stating any reasons - with a notice period of 2 weeks

Do I have to sign an employment contract with the employer immediately?

No. Do not let yourself be pressured! You can take your time to read the contract and ask questions if there are things you did not understand. You can also ask for time to think it over, take the draft with you and get information from a counselling center. If the employer forces you to sign the contract immediately, please contact a counselling center as quickly as possible afterwards.

Working hours, holiday

A full-time job in Germany amounts to approx. 40 hours per week. A part-time job is also possible. The maximum working hours per day is limited by law, an average of eight hours (ten hours with compensation of 48 hours within six months).

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After working, a rest period of at least eleven hours must be observed. According to law, work is permissible on all work days of the week (Monday to Saturday) as well as night shifts and shift work. Work is also permitted on Sundays and public holidays in many sectors; e.g. in healthcare, restaurant businesses and in public transportation services. In many cases, work is carried out from Monday to Friday in Germany. Anyone who works five days a week is entitled to at least 20 work days holiday per year. Adolescents have a longer statutory holiday entitlement if they work a five-day week: those under the age of 16 have at least 25 days, under the age of 17 at least 22.5 days and under the age of 18 at least 20.8 days.

Illness

If you are ill, your employer will pay you your full salary for the duration of six weeks. If you are ill for a period longer than six weeks and have statutory health insurance, your health insurance company will pay 70 per cent of your salary. Different rules apply to private health insurance companies. Contact your health insurance company for detailed information. It is very important to notify your employer immediately if you are ill. If you are ill for longer than three days, you must submit a doctor's note (certificate) to your employer on the fourth day at the latest. However, employers are entitled to request the submission of the doctor's certificate at an earlier point in time.

IMPORTANT NOTE You do not have to inform your employer of the specific illness you are suffering from. This information is subject to patient/physician confidentiality and therefore, is not noted on the certificate you receive from your physician.

Protection against dismissal

In Germany, the Employment Protection Act applies to companies/businesses with more than ten employees; this act protects against dismissals for which there is no social justification.

It can be applied if the employer-employee relationship has lasted longer than six months (so-called qualifying period).

Special protection against dismissal is effective for works council members, pregnant women and mothers, who are in an employer-employee relationship, up to the expiry of four months after childbirth, employees on parental leave and disabled persons e.g. The longer you work for a company, the longer your statutory notice period is when your employer terminates the employment contract.

However, notice periods can also result from a collective labour agreement that is to be applied.

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How does an employment contract end?

- Your employment contract can end by you or your employer terminating it. Specific notice periods must be observed in the case of a termination. Furthermore, a termination must be in writing. Attention: even if you only received a “verbal termination”, you have to act quickly!

Your employment contract can also end by means of a dissolution contract (joint written agreement between you and your employer). If you have a fixed-term employment contract, your employment ends with the last day of the fixed term. Important: When you sign a dissolution contract, you lose your protection against dismissal and risk cuts in unemployment benefits. Be careful if your employer gives you a termination to sign! It could be a dissolution contract that has disadvantages. The recipient does not have to sign a termination for it to be effective.

Preclusion periods

If there is a preclusion period in your employment contract and the employer does not pay or not pay your full salary, you can only request the salary within the preclusion period.

Preclusion periods can also result from a collective labour agreement . However, preclusion periods under employment law do not apply to the statutory minimum wage.

Contractual penalties

So-called contractual penalties can be stipulated in your employment contract. For instance, this can mean that you have to pay a penalty if you do not adhere to the notice period. Normally, the employer uses this to prevent your breaching any duties, intentionally or negligently, stipulated in the employment contract. However, not necessarily all contractual penalties defined in the employment contract apply. Contractual penalties cannot violate the statutory minimum standards of labour law and they must be distinctly and clearly described in the employment contract. The amount of the contractual penalty must be appropriate; normally, it cannot exceed the amount of one monthly salary.

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Information regarding family unification

Foreign spouses and underage single children generally have the possibility of coming along or later following to Germany. In exceptional cases, other family members can be permitted to immigrate. Foreign spouses, who neither have citizenship of a country of the European Union nor are married to a citizen of the Union and would like to permanently stay with their spouse living in Germany, must generally prove, prior to entering the country, that they at least have simple knowledge of the German language. The duty of proving language skills upon applying for a visa applies, irrespective of whether or not the spouse living in Germany has German citizenship. Knowledge of the German language is intended to make it easier for spouses coming to Germany to be able to participate in German social life from the very beginning.

The Migration Advice Service for Adult Immigrants (MBE)

CWL supports the candidates in the event of questions but there are also other options.

The employees at the migration advice service will help you solve your problems – quickly and unbureaucratically. They provide you with assistance starting on your first day in Germany and can give advice on many questions – for example in regard to the following topics:

- Learning German
- Vocational training and career
- Habitation
- Health
- Marriage, family and

upbringing Who offers migration

advice service?

There are many migration advice service centers various German cities. The following organizations offer a free migration advice service:

- Arbeiterwohlfahrt
- Deutscher Caritasverband
- Diakonie Deutschland – Evangelisches Werk für Diakonie und Entwicklung e.V.
- Deutscher Paritätischer Wohlfahrtsverband
- Deutsches Rotes Kreuz
- Zentralwohlfahrtsstelle der Juden in Deutschland

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■ Bund der Vertriebenen

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