

GTC

GENERAL TERMS AND CONDITIONS FOR RECRUITMED GMBH & CO. KG

1. Scope of application

The following General Terms and Conditions (GTC) shall apply to all contracts, deliveries and other services or business relationships between RecruitMed GmbH & Co.KG and the hospitals, hospital associations, facilities and sponsors (hereinafter: Customers) as well as with nursing staff and suppliers. Insofar as the Customer also uses general terms and conditions of business, the General Terms and Conditions of RecruitMed GmbH & Co.KG shall take precedence, unless the parties agree otherwise in writing.

2. Conclusion of contract

The prices for the services of RecruitMed GmbH & Co.KG are shown in euros and do not include the applicable statutory value added tax. The contract between RecruitMed GmbH & Co.KG and the customer shall be concluded individually between RecruitMed GmbH & Co.KG and the customer in each case. The contract shall also regulate the modalities regarding the accruing fees for the services of RecruitMed GmbH & Co.KG. The contract further regulates that the prerequisite for the service of the nursing staff to be placed is the language level B1 according to the currently valid legal provisions. This is guaranteed by RecruitMed GmbH & Co.KG. The language level is usually acquired in the home country of the nurse in language schools operated by cooperation partners of RecruitMed GmbH & Co.KG. The nursing staff placed by the customers of RecruitMed GmbH & Co.KG receive employment commitments or employment contracts in accordance with the respective valid German law.

3. Fair recruitment care

A) RecruitMed GmbH & Co.KG is committed to the following, internationally valid rules and standards in its work and expects its customers that they also commit themselves to these:

- + International human rights conventions: www.menschenrechtsabkommen.de
- + ILO core labor standards, in particular the general principles and operational guidelines for fair recruitment of the ILO: <https://www.ilo.org/berlin/arbeits-und-standards/kernarbeitsnormen/lang--de/index.htm>
- + IRIS Standards of the International Organization of Migration: <https://iris.iom.int/sites/g/files/tmzbd1201/files/documents/IRIS%20Standard%20Report%20.pdf>
- + WHO Code of Conduct: https://www.who.int/hrh/migration/code/WHO_global_code_of_practice_EN.pdf

B) RecruitMed GmbH & Co.KG shall not charge the nursing staff any agency fees. The customers undertake to implement and apply an integration management concept. If required, RecruitMed GmbH & Co.KG offers support here.

The concept includes these points:

- + Foreword / Introduction
- + Adapt induction
- + Preparations after recruitment
- + Accompany team building
- + Relocation management support
- + Expanding competencies
- + Establish integration management
- + Resolving conflicts
- + Sponsorships and mentoring
- + Enabling social participation
- + Organize recognition process
- + Dealing with dismissal and poaching

C) The „Employer Pays“ principle applies to RecruitMed GmbH & Co.KG as well as to its customers. The Employer Pays Principle is understood to be an obligation on the part of the employer that no costs associated with the placement process must be borne by the employee. This principle is widely recognized internationally and is supported in particular by the International Labor Organization (ILO). More detailed information on the Employer Pays Principle and what related costs are can also be found here:

https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---migrant/documents/publication/wcms_536755.pdf.

4. Change

RecruitMed GmbH & Co.KG and its customers agree in the respective individual contracts that both the placed nurse and the hospital/facility can withdraw from the placement within the framework of the valid legal regulations. In these cases, RecruitMed GmbH & Co.KG undertakes to place the nurse with another employer and to provide the hospital/facility with another nurse.

5. Relocation

RecruitMed GmbH & Co.KG undertakes, together with the employer of the nurse, to ensure that the nurse is able to integrate themselves in their new working environment in every respect and to support them, after consultation with the employer and under the conditions regulated in the respective placement contract with the employer, in dealings with the authorities, visa matters, in the recognition process, and so on - so-called relocation.

6. Payments, default of payment

6.1 The invoice amounts are due within 14 days after receipt of the invoice without deduction. No discount shall be granted for earlier payments. The day of payment shall be deemed to be the day on which the amount is received by RecruitMed GmbH & Co.KG or the company commissioned by RecruitMed GmbH & Co.KG.

6.2 If the Customer is in default of payment, RecruitMed GmbH & Co.KG shall be entitled to demand interest on arrears at a rate of 5% above the prime rate (§§ 247, 288 BGB).

7. Data protection

7.1 RecruitMed GmbH & Co.KG shall observe the statutory data protection provisions and shall handle the personal data of the customers confidentially. It is pointed out that the data necessary for the business transaction will be processed and stored.

7.2 When a contract is concluded between RecruitMed GmbH & Co.KG and a customer, the customer agrees to the EDP utilization of his data specified in the contract, insofar as this is necessary for the order processing and legally permissible.

7.3 RecruitMed GmbH & Co.KG shall be entitled to commission third parties with the collection of the debt in the event of default and to pass on all data required for this purpose to the commissioned parties. Furthermore, RecruitMed GmbH & Co.KG undertakes not to pass on the data for any other purposes.

8. Liability

8.1 RecruitMed GmbH & Co.KG shall be liable exclusively in the event of intent and gross negligence in accordance with the legal provisions.

8.2 In the event of damage to property and financial loss caused by negligence, RecruitMed GmbH & Co.KG shall only be liable in the event of a breach of an essential contractual obligation, but limited to the amount of the agency fee agreed upon conclusion of the contract. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

9. Place of jurisdiction and applicable law

The contractual relationships of RecruitMed GmbH & Co.KG are subject to German law. The place of jurisdiction for agreements with merchants and legal entities under public law shall be Cologne.

10. Final provisions

Should any provision of these General Terms and Conditions of Business be invalid, the remainder of the contract shall remain valid. Instead of the ineffective provision, the relevant legal provisions shall apply.