

Terms and Conditions

Transport Talent International GmbH and national Transport Talent Companies

Preamble

The following general terms and conditions apply to the provision of recruiting services.

1. Placement of recruitment orders

1.1. Placement of a recruitment order with Transport Talent shall be made by email.

1.2. The client shall provide Transport Talent with all information necessary for the service. In particular, this includes the exact job requirements as well as the salary range.

1.3. Placement proposals are made by sending suitable candidate profiles with the following information:

- Resume
- Salary expectations
- Notice period/earliest possible entry

1.4. The client may cancel current recruitment orders in writing at any time and without giving reasons. This does not incur any costs.

2. Fees

2.1. For the successful placement of a candidate, Transport Talent charges a fee amounting to 24% of the candidate's gross annual salary, including all monthly salaries and taking into account all variable salary components. If the variable salary components are uncapped, they are set at 35% of the fixed gross annual salary for the calculation of the fee. VAT is added to the fee at the statutory rate.

2.2. If the candidate's gross annual salary is less than EUR 45,000, a fee of EUR 10,800 shall be set, contrary to point 2.1.

2.3. Payments are made for the first 12 months of employment of the candidate placed by Transport Talent; monthly 2% of the salary determined in 2.1. If the candidate leaves the company before 12 months have elapsed, the payments shall end at the end of the month in which the candidate leaves the company.

2.4. In the event that a temporary employment relationship is established with the candidate placed by Transport Talent, which lasts for less than 12 months, the monthly rates will be adjusted accordingly by Transport Talent in order to achieve the fee determined in 2.1.

2.5. Invoices are issued monthly by e-mail. Unless otherwise agreed, our invoices are due immediately. Payment must be made in such a way that the amount required to settle the invoice is available to us no later than 7 days after receipt of the invoice. The customer shall be in default no later than 8 days after the due date of our claim, without the need for a reminder.

2.6. A placement is successful if it leads to the establishment of a permanent or temporary employment relationship with the candidate within 12 months of submission of the placement proposal in accordance with point 1.3.

2.7. The fee is payable upon commencement of the employment relationship. The client shall inform Transport Talent in writing of the terms agreed with the candidate no later than two weeks after signing the contract.

2.8. The fee covers all services provided by Transport Talent. Other costs incurred in connection with the placement (travel expenses, etc.) will not be reimbursed unless the client has agreed to this in writing in advance. Payment is conditional upon the submission of the relevant original written receipts by Transport Talent.

2.9. The client shall only bear the travel expenses of applicants who are invited to an interview by the company.

2.10. If the client requests it, an invoice can be issued in one sum when the contract is signed. If the invoice is paid in one lump sum, the client is entitled to a refund of 1/12 of the amount paid for each month that the candidate leaves the company before the end of the first twelve months.

3. Placement/Referral

3.1. The candidate is hired by the client. The client is free to transfer the employment relationship to another affiliated company.

3.2. After successful placement, Transport Talent will not actively offer the candidate employed by the client any further employment or service relationships outside the company.

4. Confidentiality

4.1. The regulations of the European General Data Protection Regulation (GDPR) apply.

4.2. Transport Talent shall maintain confidentiality regarding the client's business and trade secrets. This obligation shall remain in force without any time limit.

5. Miscellaneous

5.1. The recruitment order is concluded on the basis of these terms and conditions. By placing a recruitment order, the client does not incur any payment obligations until an employment relationship is established with a candidate proposed by Transport Talent. In all other respects, the statutory provisions (in particular § 652 ff. BGB, Maklerrecht) apply.

5.2. Either party may terminate the cooperation at any time with effect for the future. The other party must be notified of the termination in writing.

5.3. The basis for our services is always our terms and conditions in their current form. The terms and conditions apply from the time they are received in writing. The terms and conditions apply to all placement orders or proactive introductions of candidates which are commissioned after the date of the status of these terms and conditions. Orders placed before the date of the current terms and conditions are subject to the provisions of the terms and conditions valid at the time the order is placed.

5.4. Changes, additions, or side agreements to these general terms and conditions must be made in writing; email is sufficient for this purpose.

5.5. The cooperation is subject to German law. The place of jurisdiction is Hamburg.

5.6. Should any provision of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision.

6. Fixed-price framework (optional)

6.1. In addition to the fee agreements regulated under point 2, Transport Talent offers the option of placing recruitment orders on the basis of a fixed price determined in advance.

6.2. Exclusion of certain industries: Within the scope of the fixed-price framework, Transport Talent does not undertake the search for and placement of personnel for positions in the fields of freight forwarding, shipping, or logistics. Orders from these industries are processed exclusively on the basis of the success-based framework in accordance with point 2.

6.3. With the fixed-price framework, the fee is agreed upon before the search begins and is payable in full immediately after the order is placed. The fixed price and the exact scope of services are specified in the individual order confirmation.

6.4. Before the search begins, the client works with Transport Talent to define objective criteria for the qualifications of the candidates to be placed, as well as the number of candidate profiles to be submitted. These criteria and the agreed term are documented in the order confirmation and are binding.

6.5. Once a recruitment order is placed within the fixed-price framework, Transport Talent undertakes to provide the client with the defined number of candidate profiles that meet the agreed requirements within the period specified in the order confirmation. If no number is specified, at least one candidate profile will be provided.

6.6. A submitted candidate is a candidate whose profile is sent to the client by email, via a project-related platform, or by other suitable means. If the candidate later withdraws their application, this does not affect the fulfillment of the submission obligation.

6.7. The submission of the agreed number of candidate profiles that meet the defined requirements constitutes complete fulfillment of the placement order. Actual employment, an interview or further processing by the client are not required for fulfillment.

6.8. If Transport Talent fails to deliver the binding number of candidate profiles that meet the defined objective criteria within the originally specified period, as agreed in the order

confirmation, the client is entitled to a full refund of the fixed price paid.

The prerequisite for exercising this right to a refund is that the client declares to Transport Talent in writing (email is sufficient) at least seven (7) days before the end of the originally agreed term that they are requesting a refund and object to an extension.

If no written declaration is made within the specified period, the term shall be automatically extended once by half of the originally agreed term, unless an extension has been expressly excluded in the order confirmation.

If, after this one-time extension or – in the event of a timely objection – after the original term has expired, Transport Talent has not delivered the agreed number of qualified candidate profiles that meet the defined requirements, the client will receive a full refund of the fee.

6.9. Choosing the fixed-price framework excludes a subsequent switch to the success-based framework under point 2.

6.10. Payment of the fixed price covers all services for the respective order. No refund will be made in the event of termination or non-use of the candidates submitted, except in the case of the refund regulated in section 6.8.

6.11. In all other respects, the provisions of these Terms and Conditions shall apply accordingly.