

# QMI – Quality Managing International

Unternehmensberatung - Personalberatung - Top Recruitment - Coaching - Outplacement

## General Terms and Conditions of the Individual Members

### § 1 Definitions

1.1 The general terms and conditions set forth below define our company, which is the contracting party of the Customer, as "QMI". The contracting party of the Service Provider is the "Customer", the contractual relationship to be entered is the "contract."

1.2 The subject matter of the contractual obligation of QMI is the "service". "Candidates" are persons the Service Provider will propose to Customer for the customer position to be filled.

1.3 "Other service agreement" is a legal relationship other than an employment relationship based on which the candidate performs services or work for Customer (freelancing, etc.).

1.4 "Affiliated companies" are all companies in which Customer owns a direct or indirect participation even if it does not satisfy the requirements of §§ 15 et seq. AktG.

1.5 "Partners" are companies or persons who are members of QMI and work with QMI.

1.6 "Gross annual salary" or "target income" are all (also pro rata) monetary and in-kind payments which the candidate receives or will be entitled to during the first 12 months of his employment and/or other service relationship.

### § 2 Application of Terms and Conditions

2.1 The services and offers of QMI are performed exclusively subject to these general terms and conditions. They also apply to all future business relationships even if they have not been specifically agreed on. Counter confirmations of Customer with reference to his own business or purchase terms and conditions are herewith objected to.

2.2 All agreements between QMI and Customer regarding the performance of this contract must be in writing. Modifications and amendments of the contract and/or its attachments as well as the waiver of the writing requirement must be in writing. There are no oral side agreements.

### § 3 General Provisions Regarding the Contract

3.1 Offers of QMI are subject to change and are non-binding. Customer orders are only binding for QMI, if they were confirmed in writing by QMI or if QMI has performed the service. A confirmed contract may be changed by Customer only with the written consent and subject to any conditions that may have been imposed by QMI. This also applies to the modification of these general terms and conditions.

QMI – Quality Managing International

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3.2 QMI shall provide his services to Customer either in person or by partners who are members of QMI.

3.3 Customer shall provide QMI with all information required for the performance of this contract and the individual contracts entered within its scope. If the successful finding of a candidate shall become impossible, in particular because the position to be filled is eliminated for operational reasons, Customer shall immediately notify QMI of this.

3.4 If an employment agreement or other service agreement is entered into between Customer or a company affiliated with Customer and the candidate, Customer shall immediately notify QMI in writing. Customer shall also inform QMI about the compensation arrangement with the candidate.

3.5 QMI shall retain all rights to all documents from and about the candidate he makes available to Customer. Without the prior consent of QMI, Customer may not make the documents or their content available to third parties. Upon the request of QMI, Customer shall immediately and completely return all documents to QMI if they are no longer needed in the ordinary course of business or if Customer will not award an order. Customer may not assert any withholding right against the claim of QMI for the return of the documents.

3.6 All rights and obligations of QMI under this agreement shall apply correspondingly to the relationship of the partner with Customer.

## § 4 Currency, Fee in Special Cases

4.1 If and unless otherwise provided in the contract, all QMI prices are in Euro (€).

4.2 The fee claim shall exist also if the candidate within 12 months after having been presented for the first time by QMI to Customer enters into an employment agreement or other service agreement with Customer or a company affiliated with Customer.

## § 5 Terms of Payment

5.1 Payment is timely if it is received in a timely manner or the account of QMI has been unconditionally credited.

5.2 If Customer is in default with any payment or if circumstances arise that deteriorate the financial condition of Customer or impair Customer's creditworthiness, all other accounts receivable of QMI from Customer shall become immediately due and payable. In this case QMI may, after prior written notice to Customer, cancel the contract and/or withhold all additional services until complete payment or a change in the circumstances set forth in the first sentence.

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5.3 Unless otherwise provided by statute, Customer may offset only uncontested, finally adjudicated claims or claims ready for decision against QMI claims. The same applies to the exercise of the right to withhold, including the rights under § 369 HGB.

## § 6 Invoicing

6.1 Only QMI – Quality Managing International, Hegenstrasse 9, D-38470 Parsau, shall be authorized to issue invoices on behalf of QMI, and follow-up on payments and/or collections with the customer.

6.2 All payments shall be made in full to QMI. Furthermore, QMI shall be authorized to claim User's receivables arising from this contract in its own name, and to file legal action on its own account.

## § 7 Venue, Applicable Law, Invalidity

7.1 Customer may not transfer the rights and obligations under the contract with QMI to third parties without the written consent of QMI.

7.2 Venue for all disputes arising out of or in connection with the contract and its performance is Wolfsburg.

7.3 If one of the provisions of these general terms and conditions is or should become invalid, impossible to perform or contain a gap, this shall not affect the validity of the remaining provisions. Instead of the invalid, impossible or missing provision the provision shall be deemed to have been agreed on which the parties would have reasonably agreed on if they had known the invalidity, impossibility of performance or gap.