

General Terms and Conditions of the Placement Agency

Phimanpower (hereinafter PMP)

1. Subject matter of the contract

1.1 Unless otherwise agreed in writing in individual cases, the following terms and conditions shall apply exclusively. Any terms and conditions of the Client that deviate therefrom shall be deemed as objected against and shall be excluded.

1.2 The Agent undertakes vis-à-vis the Client to place employees against payment of a fee (Personnel Placement Contract).

1.3 The Client agrees to provide APM with all data and documents required for an order. This applies in particular to the drawing up of a job description and a requirement profile.

2. Placement fee and expenses

2.1 The placement fee is based on the type, scope of services and complexity and is generally agreed individually or by framework agreement in a written order confirmation before the order is placed, including recruitment, language training up to the B2 certificate, translations and certifications, costs of submitting the application to the recognition office, integration course and preparation for the assessment test, plus statutory VAT.

2.2 The Client shall inform PMP at the latest at the time of the conclusion of the contract which applicants have already applied directly or indirectly with the Client. If such notification is not made, PMP shall retain its full claim to the fee and the Client cannot raise the objection that the applicant was previously known. If an applicant presented by PMP has applied to the Client after conclusion of the contract, the Client shall be obliged to inform PMP thereof without delay. The further processing of such an application shall be carried out by PMP, who shall be entitled to the full fee.

2.3 The agreed placement fee in accordance with the Personnel Placement Contract or individual/framework agreement shall become due when an employment contract or other agreement establishing an employment relationship has been concluded between the PMP candidate and the Client or a company affiliated with the Client. If a contract is concluded on terms other than those offered or if the proposed candidate is hired for a job that deviates from the requirement profile, PMP's entitlement to the fee shall not be affected. Should the employment relationship or any other agreement establishing an employment relationship come to an end prior to the commencement of the employment relationship due to termination, PMP's entitlement to the fee shall not be affected. The duration of the employment relationship or any other agreement establishing an employment relationship shall have no effect on PMP's entitlement to fees which remains unaffected.

2.4 The Client shall be obliged to notify PMP within 5 days of the conclusion of an agreement substantiating the claim to fees pursuant to Article 2.3.

2.5 Any further training measures/examinations that become necessary must be borne by the Client.

3. Data protection

The Client and PMP undertake not to pass on any data or information to third parties or to forward such data or information for any other purpose. Personal data, company and business secrets will only be used if the Client or applicant have given their consent in accordance with § 4 of the Federal Data Protection Act. The Client is obligated after completion of a placement to return all data made available to him until then to PMP or to destroy it against proof. This applies in particular to the data of applicants who have not been placed.

4. Payment

4.1 Invoicing shall take place immediately after PMP has become aware of its fee claim. 50% down payment of the total amount upon hiring commitment or delivery of the employment contracts, 50% balance payment of the total amount upon visa issuance of the placed personnel.

The invoice amounts are to be paid without cash discount within 8 working days after due date (see 2.3). If this payment deadline is exceeded, the Client is in default. No separate dunning procedure shall be required.

4.2 In case of default, PMP shall charge the statutory interest according to § 288 para. 2 BGB (German Civil Code).

4.3 Applicants are not entitled to accept payments or benefits in kind which PMP is entitled to as a result of the execution of the order.

5. Liability

The information provided by PMP about an applicant is based on the information provided by the applicants themselves or third parties. PMP therefore does not guarantee the correctness and completeness of the information provided. Likewise, no guarantee can be given that a proposed applicant will not be placed elsewhere.

6. Termination of contract

The contract may be terminated by either party at any time without notice. The termination must be made in writing and is valid after confirmed receipt. If the Client hires a candidate proposed by PMP at a later date (within 6 months), his obligation to pay the fee remains unaffected. For all other cases, PMP is entitled to invoice the services rendered until the termination.

7. Final provisions

7.1 Should any part of this contract or of the terms and conditions be invalid or unenforceable, the validity of the remainder of the contract or of the terms and conditions shall not be affected. Such void or unenforceable provision shall be replaced by a valid and enforceable provision that will achieve, to the extent possible, the purposes of such void or unenforceable provision and which the parties would have agreed upon had they been aware of the invalidity. The same shall apply to any gaps in the contract.

7.2 Place of performance and place of jurisdiction shall be Bremen, although PMP reserves the right to choose the registered office of the Client as place of jurisdiction; this shall also apply to disputes in bill of exchange and check proceedings.

7.3 Furthermore, PMP is committed to fair and ethical recruitment and placement practices, to aligning its corporate practices with the WHO Code of Conduct for the International Recruitment of Health Professionals, to the "Employer pays" principle, to international human rights conventions, to the ILO core labor standards, in particular the ILO General Principles and Operational Guidelines for Fair Recruitment, to IRIS standards of the International Organization of Migration and that no placement fees are charged from nursing staff.