



Best choice.

General Terms and Conditions of Business for Personnel Leasing

1. Area of use

- 1.1 The general terms and conditions (GTC) for personnel leasing provided by third parties applies to Bystronic Laser AG, headquartered in Niederönz/Switzerland (Bystronic).
- 1.2 The GTC at hand supplements the contents of the respective personnel leasing contract (leasing contract) between Bystronic and the personnel leaser (contractual partner) for the assignment of one or more leased employees (employees) at Bystronic and are an integral part of it.
- 1.3 Conditions of the contractual partner to the contrary are only valid if they have been accepted by Bystronic expressly and in writing. In the event of contradictions, these terms and conditions take precedence.

2. Scope of services

The scope of the contractual partner's services is regulated in the underlying leasing contract. The leasing contract may be in the form of a framework agreement or an individual contract or both. In any event, this GTC will be applicable.

3. Authorization and permits

- 3.1 The employee leasing or personnel leasing is subject to the federal law on employment procurement and personnel leasing (Employment Agency Act AVG) from 6th October 1989 as well as its associated statutory order from 16th January 1991 (Ordinance on Employment Services AVV). The contractual partner is responsible for ensuring that all statutory conditions are complied with and that, in particular, the legally required authorization has been issued by the responsible cantonal authority according to Art. 12 et seqq. AVG. Such authorization must be presented to Bystronic on request.
- 3.2 For employees of foreign nationalities, the contractual partner is obligated to ensure that the necessary residence and work permits for the assignment at Bystronic are available. Work for Bystronic may not commence if the permits are not available. If an employee's residence or work permit is revoked, Bystronic must be notified immediately.
- 3.3 The contractual partner is liable to Bystronic with respect to costs and additional workloads incurred due to the conditions set out in Section 3 not being complied with.

4. Involvement of Bystronic

- 4.1 Bystronic ensures that employees are introduced to the regulations and directives applicable for their work at Bystronic.
- 4.2 Bystronic grants the leased employees the necessary access to their premises, and if necessary, provides them with a suitable workplace.

5. Contractual partner's obligation to exercise due care

- 5.1 The contractual partner is obligated to only provide Bystronic with employees who have the necessary training and experience to perform the agreed tasks. The contractual partner guarantees that the employees perform their tasks to the best of their knowledge and ability and with the necessary care.
- 5.2 The contractual partner undertakes to present any entries in the employee's criminal record to Bystronic as necessary and on request before the contract is concluded and/or after assignment begin. In addition, the contractual partner shall inform Bystronic about any pending criminal proceedings regarding employees.
- 5.3 Bystronic can reject a person without giving a reason.
- 5.4 If an employee is prevented from carrying out his tasks due to termination of employment, illness, accident, or death, the contractual partner must ensure a suitable replacement as quickly as possible, and at the latest within five workdays since the absence began. Bystronic must be informed about the absence immediately upon the contractual partner becoming aware of it.
- 5.5 Side jobs of employees, which can influence the revenue, require prior regulation and express approval from Bystronic. Foreseeable absences (e.g., holidays) are to be agreed on with Bystronic.

6. Right to issue directives and instructions

- 6.1 The employees shall conduct their work under the supervision and responsibility of Bystronic. In doing so, they have to follow instructions from Bystronic, particularly concerning the stipulation of working times, organizational integration, supervision of work, and compliance with the applicable standards, guidelines, and security policies.
- 6.2 The contractual partner has to inform employees about Bystronic's authority to issue directives and also to obligate them to comply with the instructions from Bystronic.

7. Remuneration and terms of payment

- 7.1 Bystronic shall remunerate the contractual partner the assignment of employees as stipulated in the leasing contract.
- 7.2 Unless otherwise agreed in the leasing contract, the contractual partner is to disclose the employee's time spent on an assignment through working time reports. Form and the level of detail in the working time reports are determined by Bystronic. Working time reports require a signature of Bystronic. Invoicing is to occur monthly and shall contain all payment claims for the respective invoicing month.
- 7.3 If nothing else is agreed on, the employee's assignment shall be compensated with a daily flat rate. For a daily rate, at least 8 hours per day are to be completed. Any extra daily hours worked shall be remunerated or compensated under the responsibility of Bystronic. Working time of less than 8 hours shall be remunerated on a pro rata basis. Travel time and the commute to the place of assignment shall not be deemed to be assignment time.
- 7.4 VAT must be stated separately for Bystronic, indicating the VAT number.
- 7.5 The invoices of the contractual partner are to be paid within 30 days of receipt.

8. Salary payments and insurance

- 8.1 No employment contract shall exist between Bystronic and the employees.
- 8.2 The contractual partner shall pay the employees their salary, taking into account the deductions due for statutory social security payments, family allowances, vacation, public holidays, accident insurance, loss of earnings as a result of illness, any applicable minimum wage requirements, etc.
- 8.3 The employee is insured against accidents by the contractual partner. Bystronic is responsible for ensuring compliance with regulations governing the prevention of occupational accidents.
- 8.4 The contractual partner is liable to Bystronic with respect to costs and additional workloads incurred due to the conditions set out in Section 8 not being complied with.

9. Intellectual property rights - working results

- 9.1 Any pre-existing rights remain by the respective party.
- 9.2 All work results and parts thereof, developed or elaborated expertise as well as all inventions, intellectual property rights (patents, designs or copyrights), which are performed by the employees of the contractual partner in the exercise of contractual obligations or to which they have contributed in producing (results), belong – from their creation and regardless of any direct transfer or transmission – to Bystronic, even if Bystronic does not become aware of them until after the contractual relationship has ended. This applies regardless of the time and place of origin and the protectability of the results. Bystronic is entitled to change or complement such results at any time.
- 9.3 The contractual partner and its employees are obliged to ensure that Bystronic has access to the results at all times in a form they can read or – if this is not possible – that they receive these results upon request. The results also comprise their comprehensive documentation, including any intermediate steps, provided that this is necessary for the use and any further development or modification of the results (e.g. for software).
- 9.4 Even after termination of the contractual relationship or the assignment, the contractual partner is obliged to provide the information necessary for any patent or design protection of the results and to comply with any formalities.
- 9.5 Copyrights and related property rights, in particular the rights to software, including partial rights, are assigned to Bystronic when they arise, provided that these rights arise in conjunction with the fulfillment of the contract by the employees of the contractual partner. This applies to all creations that are developed during deployment alone or in collaboration with Bystronic or third parties.
- 9.6 The remuneration for the assignment of all results and rights is settled with the contractual compensation agreed upon with the contractual partner.
- 9.7 Provided that the person(s) who have produced or contributed to results, in particular inventions, designs or copyrights, are employees or other persons employed by the contractual partner, the contractual partner must ensure that they fulfill the obligations under Section 9.
- 9.8 The contractual partner guarantees that no property rights of third parties are infringed with regard to the provision of services or the work results produced. They guarantee the legality and validity of the transfer of property rights and the granting of rights of use to Bystronic in accordance with these GTC and the contract. Claims against the contractual partner are excluded if Bystronic is responsible for the infringement of property rights.

10. Warranty/Liability

- 10.1 The contractual partner guarantees faithful and careful execution and provision of the contractual obligations and services and compliance with the applicable and recognized rules and regulations both for itself and for the employees made available to Bystronic.
- 10.2 The level of care is determined by the services to be provided by the contractual partner, which they have undertaken to fulfill. The contractual partner is responsible for deploying the appropriate people and resources in order to achieve this.
- 10.3 The contractual partner is responsible for the damage they or the employees they deploy inflict upon Bystronic, either intentionally or negligently.
- 10.4 The contractual partner is obliged to ensure adequate liability insurance for their employees or their work at Bystronic. Liability insurance must amount to a yearly figure of at least CHF 10 million for personal and property damage and CHF 500,000 for financial losses. Bystronic is entitled at any time to request insurance confirmation from the contractual partner.
- 10.5 The contractual partner undertakes that neither they nor the employees violate any third party rights (e.g. copyrights or other intellectual property rights) and shall indemnify Bystronic if corresponding claims are made against them.
- 10.6 If Bystronic makes it impossible to use the contractually due services in whole or in part owing to asserted property rights claims, the contractual partner has the choice of either changing their services so that they do not infringe any third-party rights and still ensure the contractually owed scope of services, or of procuring a license from a third party. Bystronic reserves the right to withdraw from the contract and claim damages.

11. Confidentiality

- 11.1 The contractual partner undertakes to treat as confidential all information, documents and data that become known to it through the provision of services or related to them under the leasing contract and, in particular, not to disclose such to third parties nor to use it for any other purpose (business secret).
- 11.2 The contractual partner has to inform employees about the confidentiality undertaking with respect to Bystronic and must oblige them to secrecy.
- 11.3 The contractual partner is liable for any violation of the confidentiality obligation by the employees.

12. Data protection

- 12.1 The contracting parties are required to comply with the provisions of Swiss data protection legislation. Personal data may only be processed for and relating to fulfillment and implementation of the personnel leasing contract and for the assignment of employees at Bystronic.
- 12.2 The contracting parties shall make all the necessary technical and organizational arrangements to ensure the protection of personal data.
- 12.3 Bystronic may transfer personal data to other Bystronic group companies. The contractual partner shall inform the employees about this before the beginning of their assignment.

13. Use of references

References of the contractual partners about Bystronic may only be used with prior written approval from Bystronic.

14. Severability

If any provision as set out herein are or become invalid in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. An invalid or unenforceable provision shall be construed or amended in such a way that its intended purpose, in so far as it is legally permissible, can be achieved.

15. Transferal of agreement

The leasing contract may only be transferred to a third party by the contractual partner with the written consent of Bystronic. Bystronic is authorized to transfer the leasing contract to other companies within the company group without prior consent from the contractual partner.

16. Place of performance

Unless an agreement has been made to the contrary the place of performance is Bystronic's headquarters.

17. Applicable law and place of jurisdiction

- 17.1 The legal relationship between Bystronic and the contractual partner is subject to Swiss substantive law to the exclusion of any conflict of laws regulations.
- 17.2 The sole place of jurisdiction for all disputes arising out of or in connection with this leasing contract or the legal relationship between Bystronic and the contractual partner shall be the ordinary courts in the domicile of Bystronic.