

Fringilla – Partner of choice

General Terms and Conditions of Business (T&Cs) of Fringilla GmbH for Cooperation with Job placements

1. Scope of validity

These General Terms and Conditions of Business (T&Cs) apply to all personnel recruitment transactions between Fringilla GmbH and the purchaser. In giving the order by the requester to Fringilla GmbH these Terms and Conditions are accepted in full. The General Terms and Conditions of the purchaser are explicitly excluded. The latest and binding version of the T&Cs is always published on the Internet at www.fringilla-gmbh.ch.

These T&Cs do not apply to personnel recruitment carried out on the basis of a mandate. If the purchaser decides to opt for a search on the basis of a mandate, this is subject to a separate and exclusive contract.

2. Agreeing the contract

The contract between Fringilla GmbH and the purchaser comes into existence with written or verbal confirmation of the instruction. Written form may also include sending confirmation of the instruction by email. These T&Cs must be signed by the purchaser.

A contract between Fringilla GmbH and the purchaser can also be agreed tacitly, with no written confirmation of the instruction, if an employment contract with an employee who was provided by Fringilla GmbH coming to a final closure with the purchaser (company) in the sense that it sent in the candidate's file. The T&Cs apply in any case.

3. Obligations and scope of service of Fringilla GmbH

Fringilla GmbH undertakes on behalf of the purchaser on a contingency basis the selection and recruitment of managers and specialists for permanent employment. Fringilla GmbH must have checked the suitability of the candidate(s) which it is recommending for the vacancy at least once in a personal interview, and, where applicable, also carried out a suitability test, before sending a complete file (description of the candidate, copy of the CV produced by the candidate, references, certificates and diplomas and other material relevant to the application) to the purchaser.

Fringilla GmbH guarantees that it complies with the following formalities:

- a. a valid operating license from the cantonal Employment Office in accordance with the Recruitment Act (RecA) and Recruitment Ordinance (RecO, SR 823.111)
also covering recruitment of candidates from or for other countries.
- b. a valid license from the State Secretariat for Economic Affairs (SECO)

The recruitment is on the basis of a contingency fee and does not give Fringilla GmbH any exclusive rights. The purchaser is entitled to act independently in relation to the post in question and to involve other recruitment agencies.

4. Conditions / agency fee

By signing the employment contract between the purchaser (company) and the candidate recruited by Fringilla GmbH for the advertised vacancy, the purchaser commits itself to paying an agency fee. The agency fee is calculated as a percentage of the fixed gross annual salary which is agreed in the contract between the purchaser and the candidate recruited by Fringilla GmbH. The agency fee is calculated on the basis of the following table:

Fixed gross salary CHF (definition below)	Agency fee
up to 75,000.00	max. 10%
from 76,000.00 - 100,000.00	max. 12%
from 101,000.00 - 150,000.00	max. 15%
from 151,000.00 - 200,000.00	max. 18%
over 201,000.00	max. 20%

The following elements are **not** included in the fixed gross salary and are not taken into account in the calculation: one-off payments connected with a change of post such as a "golden hello", transfer payments, payments into pension funds, relocation expenses, variable salary components (bonuses, tips etc.), reimbursement for charges or meal expenses.

The agreed agency fee does not include VAT or any similar foreign sales tax. All other taxes, expenses and fees are the responsibility of Fringilla GmbH.

Following the successful signing of an employment contract between the recruited candidate and the purchaser, Fringilla GmbH will issue an invoice for the agency fee payable within 30 days.

5. Guarantee of success and conditions for repayment

The circumstances listed below will lead to a repayment of the agency fee by Fringilla GmbH to the purchaser:

- a. The recruited candidate does not take up the post
Refund of 100% of the agency fee within 30 days.
Those cases are excluded from this provision where it is the fault of the purchaser (company) that the candidate is unable to take up the post.
- b. The employment contract with the candidate is cancelled during the probation period
Refund of 75% of the agency fee within 30 days.
This provision applies regardless of whether the employment contract is cancelled by the purchaser (company) or by the recruited candidate or whatever the reason was for the parting.

6. Data protection

Fringilla GmbH is obliged to maintain complete confidentiality. In all circumstances, information is only passed on with the written consent of the purchaser or the candidate. This does not apply to information that is generally available.

7. Final provisions

The place of performance and place of jurisdiction for all disputes between Fringilla GmbH and the purchaser is CH-4411 Seltisberg. All legal relations between the parties are governed exclusively by Swiss law.

Place/date:

Stamp/signature of the purchaser (company):
