

## **Stockmeier Group Statement of Commitment**

### **I. Contractor obligations**

Preamble:

All national and international regulations and laws must be adhered to. These include, among others, the Minimum Wage Act (MiLoG), dangerous goods and road traffic regulations, statutory driving and rest times, social legislation and levies, weight restrictions and directives.

The contractor holds the corresponding operating permit (licence, business registration, etc.) for the activities performed.

1.

The contractor undertakes to meet the obligations incumbent on him concerning the Minimum Wage Act (MiLoG) in his business when executing the client's orders. These include, but are not restricted to:

- Pursuant to Section 20 MiLoG, a wage must be paid to his employees employed in Germany at the level of the minimum wage at least as per Section 1 (2) MiLoG from the due date defined in Section 2 (1) MiLoG at the latest.
- Pursuant to Section 17 MiLoG, the start, end and duration of the daily working time of his employees must be recorded by the conclusion of the 7th calendar day following the day on which the work was performed at the latest and this record must be kept for at least 2 years, starting from the relevant date applicable to the record. Insofar as these obligations are adjusted due to a legislative decree, the provisions of the legislative decree (MiLoAlfzV: Minimum Wage Recording Ordinance) shall apply.
- Pursuant to Section 16 MiLoG, as an employer based abroad, written notification in German must be submitted to the relevant customs administration agency before starting any work or service. Insofar as these obligations are adjusted due to a legislative decree, the provisions of the legislative decree (MiLoMeldV: Minimum Wage Reporting Ordinance) shall apply.

2.

The contractor also undertakes:

- to himself execute the client's orders. If the contractor wishes for his part to commission a subcontractor to perform the transport, this commissioning of a subcontractor requires prior written consent (an email is sufficient) from the client. The subcontractor may under no circumstances deploy further subcontractors. If consent is given, the contractor undertakes to
- only deploy such other subcontractors and/or allow the deployment of such subcontractors who pay the wage as specified in Section 20 MiLoG on time to their employees
- only deploy such other subcontractors and/or allow the deployment of such subcontractors who have undertaken in writing on their part in respect of the contractor to adhere to the provisions contained in point 1 - or provisions with the same content.

3.

The contractor undertakes that temporary workers deployed by him and/or by a permitted subcontractor when performing the activities for the client receive the minimum wage as per the applicable MiLoG from their respective employer. The contractor affirms that the agencies commissioned to supply temporary workers to perform the activities for the client

have undertaken in writing to adhere to the provisions contained in point 1 - or provisions with the same content.

4.

The contractor undertakes to produce documentary evidence that he and the subcontractors/agencies supplying temporary workers deployed by him are meeting their obligations with respect to the applicable MiLoG (e.g. through inspection of anonymised wage and salary lists, records regarding hours worked and remuneration paid).

## **II. Liability/indemnification**

The contractor shall be liable towards the client for any damage arising to the client from the contractor and/or a subcontractor/agency supplying temporary workers deployed by the contractor violating a regulation of the MiLoG (this also applies to fines imposed against the client, his bodies and/or employees due to an aforementioned violation and to court and legal costs). The contractor shall indemnify the client against any third-party claims enforced against the client due to a violation of the MiLoG by the contractor or by a subcontractor/agency supplying temporary workers deployed by the contractor. This indemnification also applies to claims from social insurance agencies and financial authorities.

## **III. Information requirement**

The contractor undertakes to inform the client immediately in writing (an email is sufficient) about (possible) violations of the MiLoG of his own and (possible) violations of the MiLoG of subcontractors/agencies supplying temporary workers (e.g. if employees assert corresponding claims or offence proceedings are brought).

## **IV. Termination without notice**

In the case of a violation by the contractor or a subcontractor/agency supplying temporary workers deployed by the contractor, the client is entitled to terminate individual or all contractual relationships with the contractor immediately and without notice.

## **V. Severability clause**

If a provision in this Statement of Commitment is or becomes invalid or if this Statement of Commitment does not include a necessary rule, this shall not affect the validity of the remaining provisions. The legally permissible provision which best corresponds to that which the client would have wished based on the spirit and purpose of this Statement of Commitment if he had known that the relevant provision was invalid or had recognised the regulatory loophole shall apply in place of the invalid provision or to close the regulatory loophole.