

# AVECTRIS

## GENERAL TERMS AND CONDITIONS FOR RECRUITMENT (GTC-R)

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### 1 Scope of application

These general terms and conditions (GTC) apply to all recruitment transactions between the recruitment agency and Avectris AG [Avectris]. These terms and conditions are deemed fully adopted by the recruitment agency when the recruitment agency submits the candidate files to Avectris through the applicant management tool. **General terms and conditions of the recruitment agency, also those that have been previously agreed, are hereby expressly excluded.** The current and binding version of these GTC will be published on the Internet at [www.avectris.ch](http://www.avectris.ch). A paper copy is available.

These GTC do not apply to recruitment on a mandate basis. Such mandates are the exception at Avectris and are subject to a separate agreement.

### 2 Scope and responsibilities of the recruitment agency

The services provided by the recruitment agency shall include all activities related to the selection and recruitment of management and specialist staff for permanent employment, and shall be on a contingency basis. The recruitment agency shall assess the suitability of the candidate(s) that it recommends for a vacancy in at least one personal meeting before sending a full dossier (description of the candidate(s) including salary information,

copy of the candidate's CV, photo, and all certificates, diplomas and other important documents for the application) to Avectris.

Additional services of the recruitment agency, such as special search orders, advertisements in print or online media, extended screening tools such as assessments, personality analyses and expert opinions, incidental expenses such as travel, as well as obtaining work permits, etc. shall be reimbursed by Avectris only under a separate agreement between the recruitment agency and Avectris.

The recruitment agency shall ensure that it has the following licenses:

- a valid operating permit issued by the cantonal Labour Office in accordance with the Federal Act on the Recruitment and Hiring of Services (Arbeitsvermittlungsgesetz – AVG) and the (Arbeitsvermittlungsverordnung – AVV);

and for recruitment to and from abroad

- a valid authorisation issued by the State Secretariat for Economic Affairs [SECO]

Recruitment shall be on a contingency fee basis and does not give the recruitment agency any exclusive right of recruitment. Avectris has the right to take independent action regarding to the position concerned and to involve other recruitment agencies.

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As long as a candidate proposed by the recruitment agency has a permanent work relationship with Avectris, the recruitment agency undertakes not to initiate any direct contact with them, to recruit them or to offer them a different position.

Avectris expressly reserves the right, in the event of a breach of the present terms and conditions, to cancel the cooperation with the recruitment agency without compensation or further justification.

### 3 Duty of care

The recruitment agency undertakes to carry out all recruitment-related activities with the utmost care and to provide high-quality professional work in accordance with these GTC and statutory requirements in accordance with any instructions given by Avectris, and to comply with applicable professional rules. The recruitment agency also undertakes to entrust only experienced, highly qualified individuals with the fulfilment of recruitment transactions.

### 4 Contact

Contact for the recruitment of a candidate: the primary contact for the recruitment agency by telephone or in writing is the HR specialist who is listed in the Avectris job advertisement. The recruitment agency shall provide the application dossier through the online tool by using the recruiter login (registration via the Avectris HR specialist). The responsible HR specialist will undertake the assessment and then contact the recruitment agency. Direct contact to managers should be sought only if that person is explicitly mentioned in the advertisement as a source of information.

### 5 Placement fee, conditions

The placement fee is calculated as a percentage of the gross annual salary [fixed] in the applicable employment contract agreed between Avectris and the candidates referred by

the recruitment agency. It shall be calculated as follows:

Gross annual salary [fixed]	Placement fee
up to CHF 100,000.00	15%
up to CHF 150,000.00	18%
up to CHF 200,000.00	20%
over CHF 200,000.00	22%

One-time payments in connection with the start of the position, such as entry bonuses, transfer payments, payments to pension funds, moving allowances, etc. shall not be included in the fixed annual gross salary. Likewise excluded from the fixed gross annual salary are variable salary components such as bonuses, car allowances, reimbursement of rail passes, expenses, meals, etc.

The agreed placement fee is always exclusive of Swiss VAT. All other taxes as well as additional expenses or fees shall be paid by the recruitment agency.

The placement fee shall be paid by Avectris when the employment contract between the recruited candidate and Avectris is signed, within 30 days from the receipt of the invoice from the recruitment agency.

Avectris shall only be liable for a placement fee if an employment contract is concluded within six months after the end of the initially unsuccessful recruitment attempt.

### 6 Expenses

All expenses are included in the recruitment fee. Should an exception be made, then this must be agreed beforehand in writing in individual cases [see subclause 2, below].

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## **7 Reimbursement, guarantee of success**

The recruitment agency shall reimburse the recruitment fee to Avectris in the following situations:

- 1] The recruited candidate does not accept the position:

Refund by the recruitment agency of 100% of the placement fee within 30 days of receipt of a notice of reimbursement from Avectris.

This provision shall not apply to situations where the candidate was not able to accept the position due to the fault of Avectris.

- 2] Termination of the employment contract with the candidate within the agreed trial period [max. three months in Switzerland], regardless of whether the dissolution of the employment relationship is requested by Avectris and/or the candidate and/or for whatever reason: Reimbursement by the recruitment agency of 50% of the placement fee within 30 days after receipt of the notice of reimbursement from Avectris.
- 3] In the event that Avectris terminates the employment contract without notice during the first year of service (for gross misconduct or similar by the candidate), the recruitment agency shall reimburse 75% of the placement fee, which shall be paid within 30 days of receipt of the notice of reimbursement from Avectris.
- 4] The recruitment agency withholds information that, if disclosed completely, would have resulted in Avectris not hiring the candidate. This shall also apply in the case of information, which must have been known the recruiter if the recruiter had fulfilled their duties of care.

Refund by the recruitment agency of 100% of the placement fee within 30 days of receipt of a notice of reimbursement from Avectris.

In such cases, Avectris also reserves the right to demand compensation from the recruitment agency for the higher actual costs connected to the termination of the employment relationship.

## **8 Exclusion of a placement fee**

- a. Until the contract is signed by the candidate, Avectris or the recruitment agency may withdraw from the recruitment transaction at any time without financial consequences, and in particular without any claim to a placement fee.
- b. If the recruitment agency presents a candidate who is already known to Avectris from other sources and is recognized, or an applicant applies on their own initiative and/or through a third party at the same time, or after six months after the unsuccessful recruitment attempt [see clause 5] for Avectris, then Avectris shall not owe any placement fee to the recruitment agency for any conclusion of an employment contract with the candidate. Avectris shall inform the recruitment agency of this in a timely manner.

## **9 Confidentiality and data protection**

All information, documents and data, which are entrusted to or of which the recruitment agency becomes aware in connection with the recruitment transaction shall be kept confidential and may be used only within the scope of the fulfilment of the recruitment transaction. In particular, such information, documents and data from the recruitment agency shall not be made public, quoted or otherwise disclosed to third parties in any way unless a party is required to do so by law.

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The recruitment agency shall ensure that the information, documents and data provided or known to them shall be carefully and discreetly stored, transmitted and/or utilized; protected from unauthorized access by third parties; and, in particular, that the applicable provisions of the law on data protection are complied with.

The obligation of confidentiality and data protection shall be maintained even after termination of the cooperation.

Information that is generally accessible is not covered by the duty of confidentiality.

Personnel dossiers given to Avectris of candidates who are hired by Avectris shall remain the full property of Avectris.

## **10 Customer protection**

The recruitment agency undertakes not to renew direct contact with any candidate they have recruited for Avectris to offer them another position, as long such person has an ongoing employment relationship with Avectris.

The recruitment agency likewise undertakes not to recruit any employee of Avectris for a period of twelve months after a successful recruitment.

## **11 Liability**

The recruitment agency shall be liable to Avectris for any damage it causes. If Avectris becomes liable due to an act or omission of the recruitment agency or is ordered by a court to pay a sum of money, the recruitment agency, shall release Avectris from this claim and all costs such as legal fees and court costs.

## **12 Final provisions**

### **12.1 Complete agreements**

These GTC shall take precedence over all previous agreements between the recruitment agency and the Avectris with respect to performance-based recruitment.

The recruitment agency confirms that they have read these GTC and agree to the contents therein.

### **12.2 Severability clause**

Should any provisions of these GTC become invalid or lose their validity due to a change of circumstances, or should a gap be found in these GTC, then the validity of the remaining provisions shall not be affected thereby. The invalid provisions or gap shall be replaced by an appropriate provision that comes closest to what Avectris and the recruitment agency would have wanted if they had considered this point.

### **12.3 Transferability**

Rights and obligations under these GTC may only be transferred to third parties with the prior written consent of the recruitment agency or Avectris.

### **12.4 Jurisdiction and applicable law**

The courts of Baden shall have jurisdiction for all disputes between the recruitment agency and Avectris. Swiss law shall apply exclusively to all legal relations between the parties.