

# Letter of Undertaking to comply with employee rights



**XX GmbH & Co. KG**  
Street  
ZIP City  
Country

– hereinafter referred to as the "**Contractor**" –

hereby gives an undertaking to

**Dürr Systems GmbH**  
Carl-Benz-Straße 34  
74321 Bietigheim-Bissingen  
Germany

- hereinafter referred to as the "**Customer**" -

as follows:

1. The Customer expects the Contractor to comply with the fundamental employee rights set out in the international conventions of the United Nations (UN), the International Labor Organization (ILO), the Organization for Economic Cooperation and Development (OECD) and the UN Global Compact, as well as the employee protection rights applicable under the laws of the relevant jurisdiction. The Contractor hereby irrevocably undertakes to comply with the aforementioned employee protection rights applicable under the laws of the relevant jurisdiction.
2. The Contractor specifically undertakes as follows:
  - (1) for services the performance of which is governed by the German Posted Workers Act (*Arbeitnehmer-Entsendegesetz* - AEntG) or, in the case of services outside Germany, governed by Directive 96/71/EC and the respective national implementing legislation, its employees shall be ensured not less than the minimum conditions of employment, including the minimum wage prescribed for the relevant service in Germany by any collective bargaining agreement declared as generally binding or any statutory instrument adopted in accordance with sections 7 or 11 of the AEntG or, in the case of services outside Germany, by Directive 96/71/EC and the respective national implementing legislation;
  - (2) for services the performance of which is governed by the German Minimum Wage Act (*Mindestlohnengesetz* - MiLoG) or, in the case of services outside Germany, by any provisions on minimum wage or minimum conditions of employment applicable in the respective country, it shall pay its employees in Germany in a timely manner not less than the minimum wage prescribed by law under section 1 of the MiLoG and shall comply with the further obligations arising under the MiLoG or, in the case of services outside Germany, with the minimum wage and other minimum conditions of employment applicable in the respective country;
  - (3) ensure that when performing the relevant service, temporary employees within the meaning of the German Act on the Provision of Temporary Workers (*Arbeitnehmerüberlassungsgesetz* - AÜG) or, in the case of services outside Germany, within the meaning of Directive 2008/104/EC and the respective national implementing legislation, receive the same pay for the same work and are provided the same conditions of employment as its regular employees; and
  - (4) comply with any and all occupational safety laws applicable in the respective country.

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3. The Contractor furthermore undertakes

(1) to select its subcontractors and/or temporary staffing agencies with due care;

(2) to ensure that any subcontractors engaged in connection with the contractual relationship with the Customer satisfy in particular the obligations under sections 1 and 2 above and to contractually bind such subcontractors to enter into a corresponding agreement with their subcontractors.

4. At the Customer's request, the Contractor shall provide the Customer proof of its compliance with the aforementioned obligations by submitting appropriate documents within the scope of data protection provisions. The Contractor is furthermore required to request and verify corresponding proof of compliance by any subcontractors it engages.

5. The Contractor hereby assures the Customer that neither the Contractor nor any of its subcontractors and/or temporary staffing agencies have been excluded from the award of public contracts.

6. The Contractor hereby indemnifies the Customer against any and all claims asserted against the Customer based on any breach by the Contractor of provisions of the AEntG, the MiLoG, the AÜG or occupational safety laws or, in the case of services outside Germany, the relevant laws of the respective country.

If in the course of the contractual relationship with the Customer, the Contractor engages subcontractors and/or temporary staffing agencies, the Contractor shall also indemnify the Customer against any claims asserted against the Customer based on a breach of the aforementioned laws by any such subcontractor and/or temporary staffing agency.

In the event further subcontractors are engaged, the indemnification obligation shall extend to all those entities within the chain of subcontractors.

7. The Contractor shall notify the Customer without undue delay if any claims are brought by third parties or any administrative fine proceedings are instituted against the Contractor or any subcontractor and/or temporary staffing agency used by the Contractor in connection with the respective assignment or if the Contractor or any subcontractor and/or temporary staffing agency used by the Contractor in connection with the respective assignment is excluded from the award of public contracts. The Contractor shall furthermore enter into an agreement with its subcontractors and/or temporary staffing agencies stipulating a corresponding notification obligation, and shall ensure that the relevant subcontractors bind their subcontractors and/or temporary staffing agencies to a corresponding notification obligation.

8. If the Contractor breaches any of its aforementioned obligations, the Customer may, in particular, terminate the entire contractual relationship with the Contractor or the respective contract with the Contractor without notice. The foregoing shall not affect any other claims of the Customer.

9. If the Contractor performs services for other companies of the Dürr Group set out in Annex 1 to this Letter of Undertaking, the Contractor's obligations owed to the respective company of the Dürr Group for which it performs services shall apply *mutatis mutandis*.

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Annex 1 List of the relevant companies of the Dürr Group

....., dated .....

(City, date)

.....

(Contractor)

\_\_\_\_\_  
Signature and stamp of the Contractor

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**Annex 1 to the Letter of Undertaking**

*[List the relevant companies of the Dürr Group]*