Date: 01/02/2019

Conditions for the Work

of External Firms

at Pfleiderer locations in Germany



Contents

Preamble

- 1. General Provisions
- 1.1. Scope
- 1.2. Use of subcontractors / agency workers
- 1.3. Legal, collective bargaining and other regulations
- 1.4. Commercial activity
- 1.5. Participation to ensure IT security
- 1.6. Taking photographs and filming
- 1.7. Alcohol and drugs ban
- 1.8. Checks on site
- 1.9. Consequences of breaches
- 1.10. List of fines
- 1.11. Use of radiosets/walkie-talkies

2. Construction Site Facilities

- 2.1. General information
- 2.2. PFLEIDERER tools and machines
- 2.3. Vehicles, lifting gear and cranes
- 2.4. Handling vehicles

3. Personnel

- 3.1. General information
- 3.2. Qualification of assigned employees
- 3.3. Compliance with the Minimum Wage Act

4. Access to Buildings and Grounds

- 4.1. Plant ID cards
- 4.2. Return of plant ID cards

5. Occupational Safety

- 5.1. General information
- 5.2. Compliance with particular provisions
- 5.2.1. Entering and leaving the plant premises
- 5.2.2. Work and safety clothing
- 5.2.3. Other health and safety measures
- 5.2.4. Special provisions for particularly dangerous work
- 5.2.5. Safety inspections of external firm site facilities
- 5.2.6. Safety conformity



- 5.3. Unacceptable actions
- 5.4. Completion of works
- 5.5. Liability

6. Environmental Protection

- 6.1. General information
- 6.2. Waste
- 6.3. Soil and water
- 6.4. Air and noise
- 6.5. Environmentally relevant events
- 6.6. Tanker vehicles

7. Fire and Explosion Protection

- 7.1. General information
- 7.2. Welding and hot work
- 7.3. Compliance with existing regulations

8. Plant Emergency Phone Number

- 9. Bringing Equipment and Materials onto Site and their Removal
- 9.1. Bringing onto site and removal of external firm property
- 9.2. Bringing onto site and removal of order-related materials

10. Found and Developed Materials

- 10.1. Ownership of by-products
- 10.2. Valuable finds



Preamble

The following general provisions and conditions as well as the provisions and conditions concerning

- Occupational Safety
- Environmental Protection
- Plant safety & security

are essential components of the corporate processes of Pfleiderer Deutschland GmbH based in Neumarkt (Oberpfalz/ Germany) as well as its affiliated companies as defined in § 15 AktG (hereafter referred to as "PFLEIDERER"). The following provisions and conditions are therefore deemed to be the agreed basis of any cooperation between PFLEIDERER and an external firm (hereafter referred to as the "SERVICE PROVIDER").

1. General Provisions

1.1. <u>Scope</u>

The conditions for external firms apply in the plant and administration areas of PFLEIDERER and are part of the Contract between PFLEIDERER and the respective SERVICE PROVIDER regulating proper completion of work and services. They apply to all employees who are not members of the PFLEIDERER workforce and who are on a PFLEIDERER site.

1.2. <u>Use of subcontractors / agency workers</u>

Subcontractors may only be used with the prior, written consent of PFLEIDERER. If the SERVICE PROVIDER uses subcontractors, they shall ensure that they are aware of and comply with the "Conditions for External Firms". PFLEIDERER reserves the right to reject subcontractors. The SERVICE PROVIDER undertakes to assign, train and instruct any agency workers used in the same way as their own permanent personnel.

1.3. Legal, collective bargaining and other regulations

The SERVICE PROVIDER undertakes to assign not only external but also their own personnel, as well as all vehicles and equipment in accordance with these conditions and in compliance with all legal, collective bargaining and other regulations. The SERVICE PROVIDER is liable for all damage caused due to noncompliance with this provision.

1.4. <u>Commercial activity</u>

The SERVICE PROVIDER is prohibited from undertaking any other commercial activity other than the execution of works for PFLEIDERER on a PFLEIDERER plant site.

The SERVICE PROVIDER may also not set up any trading activities or issue concessions or permits of any kind whatsoever to third parties, in order to set up trading activities on land that belongs to or is controlled by PFLEIDERER.

1.5. Duty to participate to ensure IT security

The SERVICE PROVIDER as well as their subcontractors is prohibited from connecting systems to the PFLEIDERER network. In exceptional cases, with the consent of the IT department, the connection of systems to the PFLEIDERER network can be approved.

The SERVICE PROVIDER is obliged to maintain secrecy regarding all data required to dial in / link to the PFLEIDERER network.

1.6. Taking photographs and filming

Taking photographs and filming is not permitted on PFLEIDERER plant premises. Exceptions can only be issued in consultation with the corporate communications and the legal department / executive management. Taking photographs or filming can be undertaken if this is absolutely necessary to carry out the work. Copies of the photos must be issued to the Pfleiderer contact afterwords.

1.7. <u>Alcohol and drugs ban</u>

It is prohibited to bring onto site and to consume alcoholic drinks and other intoxicants or drugs onto the plant premises. Equally, it is prohibited to enter the plant premises under the influence of alcoholic drinks or intoxicants.

1.8. <u>Checks on site</u>

PFLEIDERER reserves the right to conduct checks on site to ensure compliance with the Conditions for External Firms by the SERVICE PROVIDER. To this end, the SERVICE PROVIDER shall grant access to all equipment on the plant premises and to provide information, insofar as this is required for the check.

1.9. <u>Consequences of breaches</u>

Infringements of the SERVICE PROVIDER or their subcontractors will be sanctioned depending on their type and severity. PFLEIDERER reserves the right, if necessary, to involve the authorities and to demand compensation.

To this end, to ensure compliance with the legal and internal provisions, in particular these Conditions for External Firms on Pfleiderer plant premises, with regard to safety and environmental protection during the work of the external firms, the following persons are authorised to sanction the contrary behaviour of the external firm employees in cases of infringements or noncompliance with the relevant provisions:

- the respective coordinator
- the respective plant manager or project manager
- the respective head of department, in whose areas the infringement took place

Depending on the severity and type of infringement, the respective responsible persons are authorised:

- to issue verbal or written warnings to the external firm or their employees
- to interrupt execution of the work of the external firm until their employees have been re-instructed in the work to be done and a verbal or written warning has been issued
- to expel the external firm employees, who have infringed the relevant legal or internal provisions from the Pfleiderer grounds (and if applicable, to issue them with a ban on entering the premises)
- to impose a fine in accordance with the Fines List in 1.10. on the external firm, whose employees have infringed a legal or internal provision
- to cancel without notice the entire Contract that exists with the external firm



1.10. List of fines

Application of the Fines List is the consequence of PFLEIDERER's rights as the owner of the premises.

The following Fines List is an integral part of the Conditions for Work by External Firms on Pfleiderer plant premises:

	Infringement (each individual case punished)	Fine in euros/infringement
1	Failure to carry the relevant, current proofs of medical and safety training given as well as work permits required to undertake the work	€ 100
2	Infringements of rules due to poor monitoring of employees by the persons responsible of the external firm, for which the employees cannot be blamed directly	€ 100
3	Disregard of the general safety regulations during the work, such as disregard of signs or warnings	€ 100
4	Irreparable damage or changes to safety warnings, information, warnings or evacuation signs, other signs or markings, without reporting this immediately	€ 100
5	General disregard of the rules and safety provisions	€ 100
6	Disregard of work or equipment instruction given by responsible Pfleiderer employees.	€ 100
7	Unsecured undertaking of work at heights without adequate safety precautions as protection against falling (e.g. straps, ropes)	€ 200
8	Carrying out work without the work permit required or the particular inherent hazard due to the work	€ 200
9	The use of equipment, machines or tools that do not satisfy the general and particular health and safety requirements (damaged, incomplete) or do not have the specified markings, certifications, proof of inspections and can thus constitute a risk to life and limb	€ 200
10	Carrying out work without carrying or wearing the specified, required personal protective equipment (e.g. hearing protection, hard hats, safety masks)	€ 500
11	Carrying out work or entering the plant premises without putting on the specified required high-visibility vests, safety clothing and or safety footwear	€ 500
12	Entering or occupying parts of the plant to which access is prohibited	€ 500
13	Disregard of traffic regulations applicable on the site (e.g. excessive speed, disregard of signs / instructions / markings)	€ 500
14	Smoking outside of areas designated and signed for this purpose	€ 500
15	The consumption of alcohol on the plant premises, as well as working – in particular operating or driving machines - under the influence of alcohol	€ 500
16	Carrying out dangerous work, in particular work with risk of fire or explosion, without the relevant required permit or instruction	€ 500

<u>Level</u> 1 = \in 100.- <u>Level</u> 2 = \in 200.- <u>Level</u> 3 = \in 500.- (cardinal safety rule)

Any penalties issued in accordance with this list will be directly offset as complaint items against the calculation of the work carried out. Insofar, a possible contractually agreed ban on offset does not apply. Each infringement will be documented in accordance with the specimen form attached as Annex 1.

1.11. Use of radiosets/walkie-talkies

To ensure that operation of PFLEIDERER's radio networks is not disturbed, any use of radiosets/walkie-talkies is only permitted with the prior consultation with the Pfleiderer coordinator; regardless of whether the frequencies used are "free" or "assigned".

2. Construction Site Facilities

2.1. <u>General information</u>

A permit shall always be obtained from PFLEIDERER before the SERVICE PROVIDER sets up a construction site. The decision regarding the allocation of space for the SERVICE PROVIDER on the PFLEIDERER grounds will be made on the basis of a construction site facilities plan to be submitted by the SERVICE PROVIDER; this plan must show the location and time for which the space is required. Footpaths are to be kept clear at all times. At no time is parking vehicles and materials on footpaths allowed, either temporarily or permanently.

The laying and connection of any utilities (gas, water, wastewater, electrical power) as well as the erection of scaffolding shall always be agreed in advance. The SERVICE PROVIDER shall maintain the construction site facilities and protect them against unauthorised use and theft. After completing the work or service, all temporary equipment and installations shall be dismantled and removed from site immediately. The SERVICE PROVIDER shall ensure protection of the soil and protection against soil contamination at all times. The SERVICE PROVIDER shall keep their construction site clean and tidy at all times. Living / staying on the plant premises overnight is prohibited. Washing and changing rooms are not available for the SERVICE PROVIDER's employees.

2.2. PFLEIDERER tools and machines



Unauthorised use of any tools of PFLEIDERER – in particular cranes, industrial trucks or other tools or vehicles that are not the property of the SERVICE PROVIDER – without an explicit, written permit is prohibited. This also includes all machines and vehicles rented by PFLEIDERER for work to be done.

2.3. Vehicles, lifting gear and cranes

Vehicles, including fork-lifts, stackers, wheel loaders, lift platforms, cranes or other lifting gear, which participate in the in-house traffic or are to be used on the plant premises, may only be driven or operated by persons who have been appropriately instructed / given prior safety instruction and have been authorised in writing to this end by PFLEIDERER.

The user of these vehicles must be appropriately trained and have proven their driving skills. An appropriate driving licence shall be carried at all times and shown in case of checks. The SERVICE PROVIDER is liable for their employees.

2.4. Handling vehicles

Any transport of persons on vehicles without seating or other handling of vehicles in breach of the legal or company regulations is prohibited. Vehicles, lifting gear and cranes may only be operated by instructed, trained personnel. The SERVICE PROVIDER shall indemnify Pfleiderer from and against all damage caused by the operation of vehicles, lifting gear and cranes or in relation to these, insofar as this damage falls within their area of responsibility or that of their vicarious agents or employees.

3. Personnel

3.1. <u>General information</u>

The responsibility for personnel, objective and disciplinary right to instruct and arranging and implementing the assignment of personnel lies solely with the SERVICE PROVIDER. The SERVICE PROVIDER shall ensure that a person responsible with authorisation to issue instructions to their workforce or the workforce

of their subcontractors, who is German speaking is on site at all times. The SERVICE PROVIDER shall take all necessary measures to ensure that communication with all employees of the SERVICE PROVIDER and the subcontractors used by them by the responsible personnel of PFLEIDERER is possible at all times.

The SERVICE PROVIDER is responsible for ensuring that not only their employees but also those of the subcontractors who they use on any plant premises of PFLEIDERER have a valid social insurance ID and, if required, carry a valid work permit and resident permit.

The employment and presence of young persons less than 16 years of age on the plant premises of PFLEIDERER is prohibited, unless the young persons are in an employment relationship in accordance with the provisions of the German Young Persons Employment Act or are members of a group of visitors.

3.2. <u>Qualification of assigned employees</u>

On request, the SERVICE PROVIDER shall verify the qualifications of the employees assigned. At the request of PFLEIDERER, the SERVICE PROVIDER shall remove from site personnel who in PFLEIDERER's opinion are unreliable in fulfilling their tasks, are not appropriately qualified, do not display socially adequate behaviour (in particular are not capable of working in a team or who abuse trust) or who infringe a regulation under this provision.

Personnel who have been removed from site at PLEIDERER's request may only be employed on the construction site again with a written permit.

The costs of withdrawing these personnel and employing replacements shall be borne by the SERVICE PROVIDER.

The SERVICE PROVIDER is responsible for ensuring, to the best of their ability, outstanding working conditions so that the work can be carried out on the construction site efficiently and without disruption.

The SERVICE PROVIDER assures that the management personnel assigned are sufficiently fluent in written and spoken German to ensure that the personnel understand and are able to follow the respective instructions issued by PFLEIDERER and can follow written safety instructions and warnings. All employees assigned in addition to the management personnel, shall have sufficient knowledge of the German language to enable them to follow the safety instructions in case of emergency or if necessary, and to identify, follow and observe warnings.

3.3. Compliance with the Minimum Wage Act

The SERVICE PROVIDER undertakes to comply with the Minimum Wage Act regulations ("Law Regulating the General Minimum Wage" of 11 August 2014, in the respective current version).

The SERVICE PROVIDER assures PFLEIDERER that they will not employee any subcontractors of whom, in compliance with the necessary due care, they have convinced themselves that they also comply with the Minimum Wage Act. Other subcontractors are not allowed. The SERVICE PROVIDER undertakes, in case of official checking, to immediately provide all necessary verifications for compliance of the Minimum Wage Act by themselves and their subcontractors.

In case of an infringement of this obligation, PFLEIDERER is entitled to cancel the Contract without notice.

If employees of the SERVICE PROVIDER of employees of subcontractors used by the SERVICE PROVIDER request payment from PFLEIDERER according to § 13 MiLoG in conjunction with § 14 AEntG, in case of infringement of the Minimum Wage Act or in case of infringement of the obligations listed under 3.3, the SERVICE PROVIDER undertakes to release PFLEIDERER from such claims to the scope specified in § 14 AEntG.

The SERVICE PROVIDER's obligation to release PFLIDERER also exists if and insofar as they have caused a loss for PFLEIDERER in any other way due to an infringement for which they are responsible of the provisions of the Minimum Wage Act or the obligations listed under 3.3.

4. Access to Buildings and Grounds

4.1. Plant ID cards

Each external firm employee, depending on the plant-specific access arrangements,

- shall either be included on a list given to the respective gate keeper of the plant premises, whereby their entrance and departure from the respective grounds must be noted, or
- have a valid plant ID / visitor ID, which is to be shown without request each time they enter and leave the plant premises.

In addition, each external firm employee shall carry an officially valid photo ID with them and show it on request. The same applies regarding the carrying of a valid social insurance ID during all work for which this is required.

4.2. <u>Return of plant ID cards</u>

The SERVICE PROVIDER shall ensure that if applicable, all plant IDs issued are returned immediately after the task is ended. This obligation also applies if the employee concerned leaves the company either of the SERVICE PROVIDER or of a subcontractor used.

5. Occupational Safety

5.1. <u>General information</u>

With regard to occupational safety, the same safety standards apply to all employees of the SERVICE PROVIDER as those that apply to the employees of PFLEIDERER. The SERVICE PROVIDER shall organise their own safety support. The SERVICE PROVIDER shall appoint one or several competent representatives, whose names are issued to PFLEIDERER in writing or the relevant safety coordinator before the start of work on the relevant plant premises of PFLEIDERER, in order to monitor the implementation of the underlying contract on the plant premises of PFLEIDERER. These representatives or one of them, if there are several representatives, should be present on the construction site during working hours and all instructions, which PFLEIDERER or their safety coordinator give to this representative should be considered as if they had been given by the SERVICE PROVIDER themselves.

The SERVICE PROVIDER is responsible for "general traffic safety duty", under which they are obliged to ensure that no work, property or traffic hazards occur within the area of work of their employees.

The SERVICE PROVIDER shall draw up an effective safety programme with the safety provisions and the best safety procedures known in the industry and demanded by the competent supervisory or advisory authorities and shall implement this safety programme. The SERVICE PROVIDER's costs for fulfilling these safety provisions and procedures are included in the Contract price.

5.2. <u>Compliance with particular provisions</u>

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The SERVICE PROVIDER shall ensure that their employees have received safety instruction (basic instruction) from PFLEIDERER before they are assigned. Appropriate safety instruction can be given by a safety expert trained for this task, by the respective line manager or by appropriate training in the "SAM" e-Learning system:

The login screen for external firms can be reached via the following links. The links differ according to the PFLEIDERER location by the number at the end (611, 612, etc.).

Arnsberg:

https://pfleiderer.secova.de/app/visitor/index.php?o=611

Baruth:

https://pfleiderer.secova.de/app/visitor/index.php?o=612

Gütersloh:

https://pfleiderer.secova.de/app/visitor/index.php?o=7427

Leutkirch:

https://pfleiderer.secova.de/app/visitor/index.php?o=614 Neumarkt:

https://pfleiderer.secova.de/app/visitor/index.php?o=613

Instruction of external firm employees in the work and plant/construction site by the line manager/supervisor of the respective area of deployment.

All work by external firm employees requires approval in the form of a work permit issued by the respective line manager of the area/department in which they are assigned to work.

According to the German construction site regulations a so-called safety and health coordinator (SiGeKo) must be appointed for construction sites on which several firms are working.

5.2.1. Entering and leaving the plant premises

Uncontrolled access and driving on the plant premises are strictly prohibited.

Driving into the plant is only allowed in justified cases. All driving on the plant premises (of cars and of trucks) shall be approved in the form of a permit to drive. A corresponding permit to drive shall be obtained from the responsible coordinator.

Each external firm employee, who enters or drives onto a plant premises shall be included by name in an external firm list and instructed. This recording and instruction can either be carried out in SAM by an appropriate Pfleiderer coordinator or by the respective external firm itself.

This external firm list and the instruction documents shall be archived for 1 year, regardless of who records it and gives the instruction.

Cars and trucks driving onto the site must generally be assigned a parking space, standing place, loading place or unloading place. The German traffic regulations (StVO) apply in the plants accordingly.

The maximum speed is limited to 20 km/h. Particular attention is to be paid to crossing industrial trucks working in the areas, they always have right of way.

5.2.2. Work and safety clothing

The specified work clothing and personal protective equipment must be worn. It includes:

- Hard hat (duty to carry one; duty to wear one in identified areas)
- Protective footwear (duty to wear)
- Safety glasses/goggles (duty to carry; duty to wear in identified areas)
- Hearing protection (duty to carry; duty to wear in identified areas)
- Work clothing with reflective strips or reflective elements or high-visibility warning vest (mandatory)
- Further protective equipment according to the coordinator's instructions

5.2.3. Other health and safety measures

The Cardinal Safety Rules (CSR) as shown in the following apply in all PFLEIDERER'S plants:

Smoking is prohibited on the plant premises! Designated, marked smoker areas are excluded from this.





Date: 01/02/2019

The maximum speed allowed outdoors on PFLEIDERER's plant premises is 20 km/h.	20
Signed footpaths on the plant premises must be used!	
The wearing of safety footwear on the plant premises is mandatory outside of signed footpaths!	
The wearing of high-visibility vests or reflective work clothing on the plant premises in accordance with the relevant site provisions is mandatory!	
The wearing of hearing protections, safety glasses or goggles and breathing protection/masks is mandatory in the signed areas!	
Access by unauthorised persons and bicycles are prohibited in storage/warehouse areas and dispatch areas and in timber storage areas.	
In explosive areas, only ex-protected electrical devices (e.g. mobile phones and radiosets) and spark- free tools are allowed.	EX
Safety equipment may not be disregarded or manipulated.	
Fork lift trucks/stackers represent a major risk. You must therefore always be extremely careful in the presence of fork-lift trucks or stackers.	



Conditions for External Firms

Date: 01/02/2019

The consumption of alcohol during working hours is strictly prohibited.



To be clear, it shall be pointed out that in addition to and to clarify the rules listed above, the smoking ban listed above also applies in vehicles, the consumption of alcohol on the plant premises, as well as working – in particular operating or driving machines - under the influence of alcohol is strictly prohibited, and mobile phones must be switched off when entering EX areas.

In addition, all escape routes and all fire service access roads shall be kept clear at all times. These basic safety rules apply to the employees of the SERVICE PROVIDER as well as the PFLEIDERER personnel and truck drivers. Infringements of these basic safety rules lead to disciplinary measures or to fines according to the Fines List in 1.10.

5.2.4. Special provisions for particularly dangerous work

In particular, all work with particular hazards (e.g.: hot work, entering containers or vessels, work on plant parts carrying hazardous substances) requires release of the works in the form of a work permit in accordance with 5.2. An infringement of this is not justified under any circumstances and leads to an immediate ban from the plant without any intermediate steps.

Work on electrical equipment and installations may only be carried out by qualified electricians.

5.2.5. Safety inspections of external firm site facilities

The SERVICE PROVIDER is obliged to provide access to their construction site facilities on the plant premises of PFLEIDERER for any inspections undertaken.

5.2.6. <u>Safety conformity</u>

The SERVICE PROVIDER shall ensure that use of their working equipment and resources conforms to the requirements of the health and safety at work regulations. All electrical equipment shall be tested to ensure that it is in proper working order (in accordance with the relevant DGUV regulations and the corresponding VDE standards).

The SERVICE PROVIDER must strictly comply with the legal safety provisions in the construction site regulations that lie within their area of responsibility, insofar as the scope of the construction site regulations is applicable to their work or services.

Any accidents of the employees of the SERVICE PROVIDER are to be reported to the respective coordinator of PFLEIDERER immediately.

5.3. Unacceptable actions

The removal or changing of work safety equipment is prohibited and leads to an immediate plant ban.

5.4. Completion of works

A final inspection is to be undertaken after completing work. Particular attention is to be paid to ensuring that

- safety equipment is functional and gratings / covers are re-attached,
- Assembly parts, waste, material residues, etc. have been removed,
- the work area has been left cleared up and cleaned.

5.5. Liability

If PFLEIDERER is made liable for one of the above reasons, the SERVICE PROVIDER shall release PFLEIDERER from any kind of damages suffered as a result on first written request, including necessary prosecution of actions or legal defence costs.

Until the acceptance inspection of the relevant work or service, the SERVICE PROVIDER is also liable for their equipment, for the fencing, guarding, lighting, supervision within their area of responsibility, for appropriate procurement and provision of temporary access roads and/or footpaths and for the protection of PFLEIDERER's property and the adjacent land, insofar as this is required.

6. Environmental Protection

6.1. <u>General information</u>

The SERVICE PROVIDER shall undertake their work in compliance with the legal requirements, so that any negative effects on the environment are avoided within the scope of the contract completion. Furthermore, they or their employees contribute

towards responsible handling of limited energy resources through appropriate behaviour in the interests of energy saving and energy efficiency.

On beginning the work, the SERVICE PROVIDER also accepts PFLEIDERER's quality, environmental protection and safety policy. In case of questions, the SERVICE PROVIDER can contact PFLEIDERER's environmental representative.

6.2. <u>Waste</u>

The SERVICEPROVIDER should keep their work areas on the construction site in a tidy, clean and safe condition at all times. In general, all waste shall be reused/recycled and disposed of by the SERVICE PROVIDER according to the regulations of the law on promoting recycling and ensuring the environmentally compatible removal of wastes (Gesetz zur Förderung der Kreislaufwirtschaft und Sicherung der umweltverträglichen Beseitigung von Abfällen - KrW-/AbfG).

The SERVICE PROVIDER shall remove waste material from the work areas daily. Following completion of the whole work or part of the work, at their own cost, the SERVICE PROVIDER shall immediately dispose of all temporary structures, building rubble, unused construction materials and other equipment of the SERVICE PROVIDER, and materials used to carry out the work, including all unused recycled construction materials, delivered by the SERVICE PROVIDER for undertaking of the work and services. Dismantled parts are to be removed from the construction site in consultation with PFLEIDERER and placed in a previously defined collection area. The SERVICE PROVIDER shall leave each construction site in a tidy, safe and clean condition; otherwise this can be carried out at the cost of the SERVICE PROVIDER.

All waste caused by the SERVICE PROVIDER shall be disposed of on their own responsibility, whereby burning waste and open fires are prohibited.

Disposal of wastes by burying them on the construction site is not allowed.

6.3. Soil and water

All work shall be carried out so that accidental leakage of contaminants, waste or other pollutants or waste into water courses or underground water sources does not cause any illegal pollution. Such contaminants include, among other things, wastewater, aggregate wastewater, concrete curing water, oil or petroleum products, mineral salts and insulation contaminants. The drainage work must be carried out so that no muddy water gets into water courses.

Settling ponds or other means must be used.

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It is necessary to prevent water courses from becoming turbid and the SERVICE PROVIDER shall use all means to reduce this turbidity.

Wastewater from the preparation of additives, aggregates, concrete mixing and use, etc. must not be discharged into the waterways without using settling ponds, gravel filters or other means so that they do not endanger plants and animals.

When storing and handling water polluting substances, strict attention shall be paid to due care and compliance with the legal and company regulations.

6.4. <u>Air and noise</u>

All means are to be used to keep the air clean, which serve to reduce emissions into the atmosphere. The work must produce the least possible dust. Exhaust gases due to incorrect engine or motor settings must be avoided and the machines may not be operated until they are set correctly. Nuisance caused by dust production shall be avoided by using sprinklers and other methods.

Burning waste material, shrubs or trees is not allowed.

The construction noise must not exceed the generally accepted level or legal limit values

6.5. <u>Environmentally relevant events</u>

All environmentally relevant events, faults and damage shall be reported to PFLEIDERER immediately.

All external conditions in areas in which work is to be undertaken according to the underlying contract and are of an unexpected nature, essentially differ from normal conditions or are recognised as being unusual shall be reported to PFLEIDERER immediately.

Revision of the contract price will only be considered if these conditions

- differ significantly from the normally found and generally recognised as normal for such areas and
- were not foreseeable by an expert check before concluding the underlying contract and
- the SERVICE PROVIDER notified PFLEIDERER of their discovery immediately after they were found and before making any change.

6.6. <u>Tanker vehicles</u>

If the SERVICE PROVIDER requires tanker vehicles, it must be ensured that only tanker vehicles cleaned and from which residual materials have been removed are used, in order to largely avoid uncontrollable reactions.

7. Fire and Explosion Protection

7.1. General information

Safety regulations for fire safety and explosion protection are to be complied with at all times.

In particular, it must be ensured that

- fire loads are reduced and escape routes are secured by reducing combustible materials in / on structures,
- escape routes/access routes for the fire service are kept clear,
- existing fire protection equipment is kept clear and accessible,
- combustible materials are particularly marked and stored under controlled conditions,
- construction sites and other support points or facilities are equipped with suitable fire-fighting equipment.

In each case of fire or other accidents, the plant/company fire service is to be alerted immediately; if there is no plant/company fire service, the nearest fire service is to be alerted. The instructions issued by fire service employees shall be followed.

7.2. Welding and hot work

Like all other safety measures, welding, cutting, soldering, thawing and disc cutting work must be defined by trained fire safety officers and approved in writing as part of the issue of a work permit for fire and other hot work, in order to avoid personal injuries, damage to property and operational interruptions and to maintain existing insurance cover. In addition to a work permit in accordance with 5.2, due to the particularly inherent dangerous nature of welding and hot work, additional mandatory instruction given by the fire safety/explosion protection officer of PFLEIDERER is also required in each case.

7.3. Compliance with existing regulations

When carrying out dangerous work involving flames, the provisions of the relevant fire safety guidelines, as well as all provisions regarding safety precautions in laws, (legal) regulations and accident prevention regulations shall be observed at all times.

8. Plant Emergency Phone Number

In any emergency, the employees of the SERVICE PROVIDER shall immediately go to one of the marked telephones in the plant, dial the number marked on the phone as the EMERGENCY NUMBER and describe the relevant emergency.

9. Bringing Equipment and Materials onto Site and their Removal

9.1. Bringing onto site and removal of external firm property

Assembly equipment, machines, tools, materials, workplace systems, etc., which are the property of the SERVICE PROVIDER shall be added to a list kept by the SERVICE PROVIDER on bringing them onto a PFLEIDERER plant premises; in addition, they shall be marked to exclude mix-up.

It is forbidden to bring weapons, parts of weapons, munitions, pyrotechnical products, animals and waste onto the premises.

9.2. Bringing onto site and removal of order-related materials

Any delivery of materials shall be made to the contractually agreed receiving place/office. Materials are to be delivered according to the progress of the works. The type and time of delivery, as well as unloading possibilities are to be agreed with the responsible coordinator. Deliveries outside of these arrangements as well as special or heavy transport deliveries require separate agreement.

It is prohibited to bring materials and/or products not related to the specific provision of work and/or services for PFLEIDERER onto the plant premises and/or to store them on the plant premises.

10. Found and Developed Materials

10.1. <u>Ownership of by-products</u>

The right of ownership to water, soil, rock, gravel, sand, minerals, timber and all other materials developed or achieved by the SERVICE PROVIDER or their subcontractors during excavation or other construction work is herewith expressly reserved for PFLEIDERER.

Neither the SERVICE PROVIDER nor one of their subcontractors or employees have a right to ownership or claim to these materials.

Nonetheless, the SERVICE PROVIDER is obliged to dispose of all materials conveyed or developed within the scope of the underlying contract, as chosen by PFLEIDERER.

With the explicit permission of PFLEIDERER, these substances may also be used by the SERVICE PROVIDER for their work.

10.2. Valuable finds

The SERVICE PROVIDER shall inform PFLEIDERER immediately of any discovery of antiques, archaeological finds, coins, relics and other valuable materials discovered while carrying out the work on the construction site.

Neither the Supplier nor their subcontractors, nor their representatives or employees have rights of ownership to such finds.

Such objects, which are found while carrying out the work, must be handed in to a representative of PFLEIDERER or an appropriately authorised person immediately.

All precautions necessary to prevent irreparable damage or damage to these materials shall be taken.



Infringement in acc. with Fines List

Name of the external firm:	
Name of the external firm's employee:	
Name of the Pfleiderer employee:	
Date / time of the infringement:	

Please cross applicable infringement:

Infringement		Infringement (each individual case punished)	Fine in euros/infringement	Where? Comment
	1	Failure to carry the relevant, current proofs of medical and safety training given as well as work permits required to undertake the work	€ 100	
	2	Infringements of rules due to poor monitoring of employees by the persons responsible of the external firm, for which the employees cannot be blamed directly	€ 100	
	3	Disregard of the general safety regulations during the work, such as disregard of signs or warnings	€ 100	
	4	Irreparable damage or changes to safety warnings, information, warnings or evacuation signs, other signs or markings, without reporting this immediately	€ 100	
	5	General disregard of the rules and safety provisions	€ 100	
	6	Disregard of work or equipment instruction given by responsible Pfleiderer employees.	€ 100	
	7	Unsecured undertaking of work at heights without adequate safety precautions as protection against falling (e.g. straps, ropes)	€ 200	
	8	Carrying out work without the work permit required or the particular inherent hazard due to the work	€ 200	
	9	The use of equipment, machines or tools that do not satisfy the general and particular health and safety requirements (damaged, incomplete) or do not have the specified markings, certifications, proof of inspections and can thus constitute a risk to life and limb	€ 200	

Date: 01/02/2019

1	Carrying out work without carrying or wearing the specified, required personal protective equipment (e.g. hearing protection, hard hats, safety masks)	€ 500
1	Carrying out work or entering the plant premises without putting on the specified required high-visibility vests, safety clothing and or safety footwear	€ 500
1	Entering or occupying parts of the plant to which access is prohibited	€ 500
1	 Disregard of traffic regulations applicable on the site (e.g. excessive speed, disregard of signs / instructions / markings) 	€ 500
1	Smoking outside of areas designated and signed for this purpose	€ 500
1	The consumption of alcohol on the plant premises, as well as working – in particular operating or driving machines - under the influence of alcohol	€ 500
1	Carrying out dangerous work, in particular work with risk of fire or explosion, without the relevant required permit or instruction	€ 500

<u>Level</u> 1 = € 100.- <u>Level</u> 2 = € 200.- <u>Level</u> 3 = € 500.- (cardinal safety rule)

Please attach the form to the invoice workflow of the relevant order and shorten the activity recording by the respective amount.

Please note that the form will be sent to the supplier by the accounting department.