

Between

Schneider Electric GmbH or another German company of the Schneider Electric Group  
in the following named as "customer"

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and the supplier shall apply the following

## General conditions of purchase for the rendering of construction services as well as the supply and installation or erection of systems

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- 3.3 A personnel resource plan is to be made available to the customer at the time of the order confirmation; this will also show which of the supplier's project leaders is responsible for each individual section of contract implementation.

If the personnel resource plan is modified during the contract implementation, or another project leader is engaged, the customer is to be informed of this immediately.

- 3.4 Unless otherwise agreed, the correspondence from the supplier relating to an order is to be carried out only with the customer's department which placed the order, and must state the order number and any other order references. The supplier must simultaneously make a copy of the correspondence available to the customer's project leader.

#### 4 Transfer of orders to third parties

The transfer of orders to third parties in connection with work on the construction site is not permitted without the customer's written agreement. If this occurs, the customer may, at his choice, terminate the contract, withdraw partially or completely from the contract, or demand compensation for damages instead of performance. The supplier must equally oblige the third parties, i.e. his subcontractors, to obtain the customer's agreement to transferring orders to further downstream subcontractors in relation to the work on the construction site.

#### 5 Components of the contract

The components of the contract are in the following ranking:

- The order including these conditions of purchase
- For construction services, the regulations of the German Construction Contract Procedures (VOB), part C as well as §§ 2, 14, 15, and 18,3, 4 part B, in their version valid at the time of the order
- The technical documentation (e.g. description of services, list of services, specification, books of performance/specifications, plans, drawings) on which the order is based
- The agreed schedule
- Generally recognised technical practice, such as DIN standards, VDE regulations
- The relevant rules of safety technology, the regulations relating to environmental protection, accident prevention and other regulations on industrial safety and health, as well as additional safety regulations of the customer, where applicable.

#### 6 Obligations relating to supply of goods and provision of services

- 6.1 The goods and services are to be executed in such a way that usage as per contracted is ensured; even though individual details for this are not contained in the order, the supplier must provide the relevant goods and services as per the general technical regulations and commercial practice.

- 6.2 The supplier must provide the goods and services as per the customer's technical documentation upon which the order is based. Technical documentation which the supplier has to create according to the contract, the technical regulations, or commercial practice, is to be submitted in sufficient time to make modifications which appear necessary to the customer.

- 6.3 If the supplier has concerns about the intended manner of implementation (or also about protection against risks of accidents), about the quality of materials or components supplied by the customer, or about the services of other contractors, then he must immediately inform the customer in writing - wherever possible, even before commencement of work.

- 6.4 For electrical equipment (drives, control systems, and other electrical parts) products from the range of the customer are to be used. The use of third party components for electrical equipment requires the supplier to state in advance the manufacturer, type designations, prices and justification, and the customer has to agree to this in writing.

- 6.5 The equipment's operating noise will be kept as low as technically possible, and should contain no discernible individual tones. Where no differing values are stated in the order, the sound pressure level from the noise emitted by the individual components of the equipment at the measurement surfaces, when working at full load, will not exceed the value of 78 dB (A), when measured as per DIN 45635 at a distance of 1 m, and if the level fluctuates over time, averaged as per DIN 45641. The sound pressure level at individual workplaces assigned to the equipment may in no case exceed the value of 80 dB (A).

- 6.6 During planning, development, and design, the supplier must ensure, that parts which may require replacement during the contractually required operating conditions can be removed and replaced

without avoidable constructional measures or technical difficulties.

The supplier is obliged to confirm, from the drawings and other documentation made available to him, that the above conditions are fulfilled. If several equipment parts of the same type are delivered, the interchangeability of the individual matching parts must be ensured.

- 6.7 The supplier will carry out modifications required by the customer to the agreed goods and services, within the scope of what is technically possible. Before carrying out such a change, an agreement is to be reached on any resulting increase/decrease in costs.

- 6.8 At the latest by the start of work, the supplier must submit to the customer the drawings and other documentation belonging to the equipment, in the required quantities, but in at least three sets.

- 6.9 At the latest by the start of test operation, the as-built or revised drawings, certificates for material and functional testing, and all documentation necessary for operation, handling, and maintenance must be submitted to the customer in finalised form in the required quantities, but in at least three sets.

- 6.10 If the scope of delivery includes items which require official approval as individual parts or because of their arrangement in the equipment as a whole, then the supplier is obliged to obtain this approval at his expense. The same applies to the equipment as a whole, unless the customer is himself responsible for obtaining the approval, by force of legal or official regulations. In this case, the supplier must, at his expense, make available to the customer the documents needed for the approval application, in a form suitable for the authorities and in the necessary quantity.

The above provisions apply similarly to legally or officially required testing and acceptances.

The supplier must upon request by the customer provide him with the written confirmation that the delivery complies with the provisions of the accident prevention regulation "Elektrische Anlagen und Betriebsmittel" (BGV A2) [Electrical installations and equipment].

- 6.11 The supplier must carry out the commissioning and subsequent test operation within an agreed or appropriate period.

## 7 Scheduled dates for supply of goods and provision of services

- 7.1 The agreed schedule is binding. Delivery of goods and provision of services earlier than agreed require the customer's advance written agreement.
- 7.2 The supplier is obliged to submit work progress reports on dates to be specified by the customer. On giving advance notice, the customer has at any time the right to inform himself of the progress of work at the supplier's factories, and those of the subcontractors engaged by the supplier. For this purpose, the customer has access to all plans and documentation which are needed to make a complete assessment. The supplier will impose similar obligations on his subcontractors.
- 7.3 If there is recognisable delay to a delivery or service, the supplier is obliged to inform the customer in writing immediately, and to obtain the customer's written decision on further action. The customer has the right to require the supplier to use more personnel, better qualified personnel, or overtime (also on Sundays and public holidays) as well as an acceleration in deliveries, if it can be foreseen that the agreed dates cannot be met, for reasons which are the supplier's responsibility, or that the project is at risk because the personnel working on the project are insufficiently qualified. The supplier is obliged to obtain the necessary approvals for this. The supplier has no claim to payment for his additional costs for measures of this type requested by the customer. The customer has the right to partially or fully withdraw from the contract if the supplier does not comply or does not comply fully with such a request from the customer, or if it can be foreseen that correct fulfilment of the contract cannot be achieved even through such measures.
- 7.4 If the supplier falls behind, then the customer has the right to demand a contractual penalty of 1/2% of the order value for each whole or part calendar week, but to a maximum of 5% of the order value. Due dates subject to contractual penalty are specifically indicated in the order; otherwise only the failure to comply with the delivery date for acceptance is subject to contractual penalty. The customer can in all cases still demand a contractual penalty if he reserves himself the right within one month of acceptance.

7.5 In order to avoid delay, the supplier can make a provisional arrangement, after advance agreement by the customer. For this, an additional agreement is to be made case by case. All costs arising from the creation and removal of the provisional arrangement, and additional costs arising from its operation are to be borne by the supplier.

7.6 Where necessary, the supplier should in good time remind the customer of decisions which he has reserved to himself, in order that difficulties or delays in implementing the contract are avoided.

## 8 Delivery

- 8.1 The delivery addresses are prescribed in the order. They may be modified in writing by the customer.
- 8.2 Even after placement of the order, the customer is authorised to prescribe to the supplier the packaging, transport method, transport company, and shippers. If this results in additional expense to the supplier, then the customer will make this good, as long as he was warned of this by the supplier, and the amount of difference is stated, and the customer maintains his instructions in spite of this.
- 8.3 Unless otherwise agreed, both unloading and transport within the site are matters for the supplier.
- 8.4 The supplier is obliged to agree the details of delivery with the customer's project leader in good time. Readiness for despatch of deliveries is to be advised in writing to the customer in good time. Dispatch notes must be provided to the customer before arrival of the delivery.
- 8.5 Packing slips or delivery notes with details of the contents and the complete order designation must be attached to each delivery. All packaging units and unpacked deliveries must be marked in a weather-resistant manner and clearly recognisably, in such a way that identification of the delivery is directly possible from the marking.
- 8.6 The supplier is obliged to dispose of packaging material free of charge.
- 8.7 Deliveries are to be performed by the supplier in such a way that no expense arises to the customer at the construction site.
- 8.8 The supplier bears the costs of failure to comply with the above delivery requirements.

## 9 Execution of construction, assembly, installation

- 9.1 The construction site is to be inspected by the supplier's project leader at least one month before the start of work, so that together with the customer he can determine the storage and installation location, as well as the setting up of the construction machinery, site offices, and sanitary arrangements. If the customer has undertaken certain site activities in the contract e.g. installation of cable ducting, creation of wall openings, or placing of installation tracks, the supplier must make a written request, in good time before starting his work, that the customer performs the activities undertaken, and at the same time the supplier must provide all the necessary information for their execution.
- 9.2 The supplier is responsible for the fitting out, illumination, and securing of the construction site (including winter road clearance), allocation of the storage areas, and setting up construction machinery, site offices, and sanitary arrangements. The supplier himself is responsible for the accommodation of his specialist and auxiliary staff. If circumstances require, the customer can require that storage areas are cleared and site offices etc. be rebuilt in a different location.
- 9.3 The customer's existing facilities on the construction area can be made available to the supplier against payment, under the measures of separate agreements. The water and electricity connections laid by the supplier as construction site facilities, as well as the lighting equipment, lifting gear, and working platforms must - as long as this does not negatively impact the supplier - also be made available to other companies working on the site, as requested by the customer, against appropriate payment.
- 9.4 The working day, night, Sunday, and public holiday shifts on the construction site are to be agreed with the customer. The supplier must obtain the necessary approvals from the responsible authorities for night, Sunday, and public holiday shifts. A copy of the approval is to be sent to the customer before the commencement of work.
- 9.5 The supplier is responsible for his equipment, machinery, devices, materials, etc. located on the construction site, even if the customer has taken on the surveillance of the site.

9.6 If local conditions permit, the customer assigns the supplier the connection point on the water distribution network, from which the supplier has to lay the pipework to the point of use at his own expense. Unless otherwise agreed in the specific case, the water is provided free of charge. If the customer has no water connection, then the supplier is to establish a construction site water connection. The supplier will bear the costs of this and of the water consumed.

9.7 If local conditions permit, electrical energy is available from the connection points to be indicated by the customer; this is available to the extent to be agreed, which is necessary for execution of the work, but is not to be used for heating purposes.

The connection of high consumption loads is to be advised in good time, so that no supply difficulties can arise. The supplier himself is responsible for the connection to the consumer points and for local sub-distribution of electricity for power and light, including the maintenance of the necessary equipment. Unless otherwise agreed in individual cases, the electrical energy is made available free of charge.

If there is no connection possibility on the part of the customer, then the supplier has to create an on-site electrical connection. The supplier will bear the costs of this and of the electricity consumed.

9.8 Planned work on lighting and power equipment is to be advised in writing to the customer in good time. It may be carried out only when the customer has given his approval to this. The work is to be carried out as per VDE regulations and the current safety regulations, by the supplier or by officially authorised or certified installation companies working on his behalf.

9.9 Defects in the water and electricity supply systems are to be advised to the customer immediately. If the provision of water and electrical energy is the responsibility of the supplier, he cannot derive any claims against the customer, arising from faults and interruptions to the supplies of water and electrical energy.

9.10 For the execution of the work, the customer nominates a construction, project, or installation leader. This person is authorised to give instructions to the supplier. In cases of breaches and infringements by the supplier's employees against the applicable building site and company regulations and safety provisions, this person has the right to eject these em-

ployees from the construction site, and to require the supplier to replace them with other employees. If there are no building site or company regulations, then the conditions of the safety and environmental datasheet for external companies and workers apply.

9.11 If multiple companies are active on the construction site, then if mutual danger cannot be excluded, the supplier must nominate a coordinator. If multiple coordinators are nominated, the customer decides on the coordinator to be appointed. The coordinator arranges the tasks of the participating companies, and is authorised to issue instructions to the participating companies and their employees if there is a need to protect against mutual danger.

9.12 The supplier is obliged to create daily site reports and to issue a copy of them to the customer each day. The daily site reports must contain the details which could be relevant for the execution and tallying of the supplies and services, e. g about weather, number and type of heavy equipment in use, significant progress in construction (start and end of services of major scope), interruptions to work, stating the reasons, and accidents and unusual events.

9.13 The supplier is to inform the customer about accidents immediately. Verbal communications are to be confirmed in writing within two working days.

9.14 The construction site is to be tidied and cleaned every day. At the end of his work, the supplier must immediately tidy and clean the construction site. If the supplier falls behind with these obligations, the customer can carry out (or have carried out) the work at the cost of the supplier.

## 10 Supplier's employees

10.1 The supplier must employ the necessary supervisory personnel. The supervisory personnel must fulfil the requirements of DIN VDE 0105 parts 1 and 100. The supplier must inform the customer in writing of the names and addresses of the responsible construction leader (who must fulfil the requirements of the construction regulations of the applicable German state), of the coordinator as per 8.11 and of the other supervisory personnel. Every change must be immediately advised in writing to the customer.

10.2 The supplier is obliged to engage only qualified employees in providing the service which has been ordered. If employees of the supplier prove to be unsuitable, then they are to be immediately re-

placed by suitable employees, without the supplier being able to derive from this a missed deadline or claims for compensation.

The supplier is further obliged to engage qualified and safety-conscious staff responsible for supervision and safety, and safety experts if necessary.

These are to be nominated to the customer by the time of order confirmation at the latest.

The management staff engaged for the execution of the work (supervisory personnel) are responsible and liable for the basic instruction of their own employees. In addition, this management staff must ensure that the employees are informed about all coordination matters. The supplier's specialist safety staff must carry out site inspections, and when required by the customer's construction leader, must participate in site meetings. During the execution of the order, the supplier and his employees must comply with all applicable industrial safety regulations and generally recognised safety and industrial medicine regulations, including the accident prevention regulations which apply to the supplier and the customer.

This basic principle applies: "If in doubt - safety at work comes first". The safety concept agreed with the customer is an integral component of the contract for supply of goods and provision of services.

10.3 The supplier is obliged to ensure that his employees comply with the relevant construction site and company regulations, as well as safety provisions. The supplier is further obliged to instruct his employees regularly as per the relevant accident prevention regulations, and must make a copy of the proof of instruction available to the customer, without being requested.

If no installation leader of the customer is present on the construction site, then the supplier must independently and at his own responsibility make himself familiar with the circumstances on the site, and must induct his employees to the construction site as per the applicable accident protection regulations.

10.4 The supplier is obliged to instruct his employees that on entering and leaving the customer's property they must subject themselves to the usual controls.

- 10.5 The supplier's employees may enter the construction site or the customer's property only for the purpose of carrying out the services which were ordered. Access is forbidden to persons who are not engaged by the supplier for the provision of a service.
- 10.6 At the customer's request, the supplier must prove that foreign employees engaged by him have a valid work permit.
- 10.7 The supplier must provide his employees on the construction site with personal protective equipment, and must also ensure that it is worn.
- 10.8 The supplier must ensure that sufficient first aid material is available on the construction site, that this material is regularly inspected and replaced, that suitable fire extinguishers are to hand, and that employees are suitably trained in first aid and in fire prevention.
- 10.9 The supplier is obliged to provide sufficient sanitation facilities (toilet block, showers, etc.) for his employees on the construction site.
- 11 Test operation of equipment**
- 11.1 Test operation serves as evidence that the equipment was implemented as contracted under the intended conditions of use, and in particular as evidence of the guaranteed properties and reliability of the equipment.
- 11.2 Unless determined otherwise, the type, duration, start, and scope of test operation are decided by the customer. Before the start of test operation, the equipment's readiness for commissioning is jointly determined by the customer and supplier. For this, the supplier must in good time inform the customer in writing that the equipment is available.
- 11.3 Test operation is carried out by the supplier. He must, at his own expense, make available the necessary measurement and test equipment, as well as the necessary personnel. After discussion with the supplier, the customer may make his own personnel available to cooperate in the work.
- 11.4 Corrective work arising from test operation is to be carried out by the supplier immediately, at his own expense. If test operation then requires repeating, the supplier bears costs also arising to the customer.
- 11.5 The supplier records the progress and results of the test operation in a protocol which is to be given to the customer at the end of test operation.

**12 Acceptance, transfer of risk**

- 12.1 It is a prerequisite for acceptance that the supplier's supply of goods and provision of services are complete and free of defect - for equipment, also that test operation was successfully concluded - and that all contractually required documentation, such as drawings, operating manuals, etc. has been supplied. However, acceptance may not be refused by reason of insignificant defects, as long as they do not negatively affect the contractually required use or application of the equipment.
- 12.2 An acceptance protocol will be written for the acceptance; this will be signed by the customer and supplier. Signature of the acceptance protocol indicates that the customer accepts the supplier's supply of goods and provision of services.
- 12.3 If the customer wishes to use the supplier's supply of goods and provision of services, even though acceptance could not take place by the contractually agreed date for reasons for which the supplier was responsible, then the supplier must operate, monitor, and maintain his goods and services at his own expense, to such an extent that the customer's operational requirements are fulfilled. This use does not count as acceptance.
- 12.4 Risk transfers to the customer on acceptance.
- 12.5 Partial acceptances, also at the supplier's works, are to be carried out if parts of the goods and services cannot be tested later, or if the customer requires it. Legal consequences, e.g. transfer of risk or start of the guarantee period, are not triggered by partial acceptances.

**13 Instruction, maintenance**

- 13.1 During test operation, the supplier must at his own expense instruct the customer's personnel in such a way that the operation and maintenance of the equipment is ensured, and that the customer's personnel can correct minor faults on the equipment.
- 13.2 At the customer's request, the supplier is obliged, before the expiration of the guarantee period, to offer the customer a maintenance contract for the equipment.

**14 Wear parts, consumables, replacement parts**

- 14.1 The supplier is obliged to supply wear parts and consumables until the end of the guarantee period, under the terms of the original order.

- 14.2 The supplier is obliged to supply replacement parts under appropriate terms for the duration of the intended technical use, but for a minimum period of ten years after acceptance of the equipment.
- 14.3 If the supplier ceases the manufacture of the replacement parts, then he is obliged to give the customer the opportunity to place a final order, and, on request, to provide him with all devices and documentation necessary for the manufacture of the replacement parts, and to permit the customer to use these free of charge.

**15 Customer's property**

Models, samples, production facilities, tools, measurement and test equipment, provided materials, drawings, work standard sheets, copies, and similar provided by the customer to the supplier remain the customer's property. The supplier is to look after them free of charge with the attention of a diligent businessman, and will label them as the customer's property. They will be used by the supplier only for fulfilment of the goods and services to be provided to the customer. They may be made accessible to third parties only with the customer's written agreement (confidentiality), and the customer may demand them back at any time, unless expressly agreed otherwise in individual cases.

**16 Guarantee**

- 16.1 The guarantee period is 2 years, unless the law or the contract provides for a longer period. For construction services, the guarantee period is 5 years.
- 16.2 The guarantee period starts at acceptance.
- 16.3 The supplier is liable as follows for material and manufacturing defects:
- At the customer's choice, all parts or services are to be corrected free of charge, delivered new, or carried out again, if they display a material and manufacturing defect within the limitation period – regardless of the actual time operated.

After the unsuccessful expiry of a deadline that the customer has set for subsequent performance due to a material and manufacturing defect, he is entitled to have a third party repair the work at the expense of the supplier (especially for transport, route clearance, work, or material costs). Subsequent performance is to be carried out immediately, and may also be demanded at the location of use.

Subsequent performance and the installation of replacement supplies must take place in such a way that the customer's production process is disrupted as little as possible; at the customer's request, they are to be carried out in multi-shift operation, with overtime and work on Sundays and public holidays.

If subsequent performance fails, the customer may – without prejudice to potential claims for damages – withdraw from the contract or reduce payment.

- 16.4 During the guarantee period, the supplier is obliged to commence the correction of defects notified by the customer within at most 24 hours of receipt of the notification of defect.  
At the customer's request, and with his agreement, the supplier must use a provisional arrangement to temporarily cover interruptions to operations caused by events under guarantee. If the supplier fails to fulfil this obligation within an appropriate period allotted to him, then the customer can create the provisional arrangement at the supplier's expense, or have it created by third parties.
- 16.5 The guarantee period for corrections is 6 months, for redelivered goods or newly manufactured parts 12 months, but the period runs at least to the end of the original guarantee period, unless the parties make another arrangement in writing. The guarantee period starts with the acceptance of these corrections, redelivered goods or newly manufactured parts.
- 16.6 Original parts which were replaced become the property of the supplier, and he must remove them from the site.

## 17 Liability

Liability conforms with statutory provisions.

## 18 Insurance

- 18.1 The supplier is obliged to take out liability insurance, and to maintain this at least until the end of the guarantee period. For personal, material, and pecuniary damage, the cover of the liability insurance must be at least 1,000,000.00 Euros for each loss event, unless the order prescribes other amounts.
- 18.2 In addition, the customer can require that the supplier takes out other insurance policies and maintains them at least for the appropriate period, e.g.
- transport insurance
  - installation insurance
  - construction insurance
  - guarantee insurance.

In these insurance policies, the customer is to be included in the contracts as an additionally insured party. The type and scope of the insurance is specified in the order. If the customer concludes a construction insurance policy, he is authorised to pass on the premiums to the supplier, in proportion to the latter's share of the overall project.

- 18.3 A certificate of forwarder's insurance will not be obtained. The customer waives damage insurance by the forwarder (item 29.2.1, Allgemeine Deutsche Spediteurbedingungen [German Freight Forwarders' Standard Terms and Conditions]).
- 18.4 The supplier's insurance policies must expressly exclude recourse by the insurer against the customer and his representatives. The supplier must oblige his insurers to immediately inform the customer in writing of any modification to the insurance policies arising during the agreed period of cover which negatively affect the insurance cover.
- 18.5 At the latest by order confirmation, the supplier must provide the customer with proof of insurance cover for all policies which were required.

## 19 Prices

- 19.1 Unless otherwise agreed, the prices are fixed for the entire duration of the contract. They include all payments for the goods and services to be provided by the supplier.
- This includes, for example, payments for
- Insurance
  - Customs duties
  - Packaging and transport free to the location of use
  - Intermediate transport
  - Unloading and carrying
  - Necessary specialist and auxiliary personnel
  - Tools, equipment, and lifting gear
  - Scaffolding
  - Accommodation, storage space, and supply systems
  - Installation, welding, and consumable materials
  - Legally prescribed or contractually agreed tests and acceptances
  - Measuring and testing devices
  - Commissioning and test operation
- 19.2 Additional goods and services are therefore paid for by the customer only if he has assigned a written order before performance, in which in particular the prices have been specified.

## 20 Payments

- 20.1 Payments are made under the conditions agreed in the order.
- 20.2 If the supplier has to provide security, e.g. for advance payments by the customer, for correct fulfilment of contract, or for redemption of guarantee retention payment, this must take place by means of a bank guarantee.

The guaranteeing bank must forego the pleas of appeal, offsetting, and failure to pursue remedies as per §§ 770, 771 BGB (German Civil Code), and must undertake

to make payment at the first written request. The guaranteeing bank must forego the right of being able to free itself of its obligations by depositing the agreed amount. The prerequisites foreseen in the above sections 2 and 3 for the provision of a bank guarantee do not apply in the case of redemption of a guarantee retention payment.

- 20.3 Payments imply no recognition that the goods and services are as contracted.

## 21 Invoices

- 21.1 Unless a different invoicing address is given in the order, invoices are to be sent to the customer's address, giving the order number and any particular order references.  
They must contain a verifiable listing of the goods and services supplied. VAT must be indicated separately. Duplicate invoices are to be indicated as such.
- 21.2 Invoices which are not submitted correctly will be returned.

## 22 Assignment, pledging

The assignment and pledging of contractual claims is effective only with the advance written agreement of the customer. The customer will not deny this agreement without good reason.

## 23 Withdrawal/damages

- 23.1 The customer is authorised to fully or partially withdraw from the contract or to claim damages instead of performance while declining the performance offered: - if the supplier, or someone acting with his knowledge at the conclusion of or during the execution of the contract, holds out the prospect of, promises, offers, or guarantees gain of any type to an employee of the customer or to a third party benefiting an employee of the customer, or - if during proposals the supplier has made agreements which restrict competition or has taken into account recommendations.

23.2 This contract can be terminated for good reason without notice by any party. Good reason particularly includes a change in the financial circumstances of one of the contractual parties in a way that is relevant to the execution of this contract, so that it is to be feared that this contractual party cannot fulfil its contractual obligations, or cannot fulfil them to their full extent.

23.3 If a delay in the execution of the contract arises through mobilisation, revolt, war or other circumstances (force majeure) for which the supplier is not responsible under general legal principles, then the contractually agreed dates will be redefined, taking these circumstances into account, unless the supplier has already fallen behind when such an event occurs. To the extent that the supplier's supplies and services are no longer of interest to the customer because of such delays, the latter is authorised to withdraw from the contract or from parts of the contract.

#### **24 References, publications**

24.1 When giving references and in publications, the supplier may name the customer's company and trademarks only if the latter has given advance written agreement.

24.2 The customer can forbid the erection of construction site signs. If a shared construction site sign is erected, the combined costs are shared proportionally by the companies involved.

#### **25 Binding nature of the contract**

Even if individual provisions are legally ineffective or cannot be implemented, the contract remains binding in its other parts. If one provision is completely or partly ineffective, then the contractual partners will immediately attempt to achieve the intended financial effect of the ineffective provision in another legally acceptable way.

#### **26 Place of jurisdiction, applicable law**

If the supplier is a registered trader, a legal entity under public law, or a special fund under public law, then the exclusive place of jurisdiction is the seat of the principal.

The law of the Federal Republic of Germany applies to all contractual relationships.

The Hague Conventions of 01 July 1964 relating to uniform laws on the international sale of goods, and the United Nations agreement of 11 April 1980 on contracts for the international sale of goods do not apply.

## Safety and environmental datasheet (instruction) for external companies and workers

Every contractor must ensure that his construction site is provided with a responsible construction site leader.

The construction site leader must ensure that the applicable legal requirements for construction, the requirements of the relevant trade organisation, and the particular safety requirements of the customer are observed and complied with.

This safety datasheet is a part of the contract as per the section "Coordinator as per BGV A1" agreed in the order. If these regulations are not complied with, the contract is deemed not to have been correctly fulfilled.

**In the interest of working and operational safety on the construction sites, when carrying out work for the customer, in addition to the legal regulations which apply at all times, and the accident prevention regulations of the trade organisations, the following safety instructions in particular are to be complied with:**

1. Construction sites must be enclosed, maintained in a clean condition, and left in a clean condition. Before the start and at the end of the work to be carried out, the construction site leader must announce his arrival and give notice of his departure to the project leader or his representative. After completion of the work, an acceptance will be carried out together with the project leader.
2. Any waste which arises is to be sent by the contractor for suitable disposal as per the current law on waste and recycling and the related regulations. The customer's processes are to be complied with. Waste containers belonging to the customer may be used only after consultation with the project leader.
3. It is essential to ensure that no water-hazardous fluids (oils, paints, solvents, etc.) enter drainage channels or leak in other improper ways (ground, green areas, etc.) In such an event, the project leader is to be informed immediately.
4. Hazards or hindrances to the customer's employees, to internal traffic, or to access routes for the fire brigade and emergency surfaces must be avoided. The road traffic regulations apply to the construction site.
5. All warning signs and bans on access and smoking for construction sites and/or operational areas must be complied with, and existing notices must not be removed. Doors and escape routes must not be blocked. Smoking is forbidden in the working areas. Alcohol and drugs are forbidden throughout the construction site.
6. The following points require the agreement of the project leader:
  - The storage of construction goods and materials, the erection of site buildings and the selection of their location.
  - Execution of earthworks, because of possible damage to supply connections.
  - The determination of safety measures when working in containers, channels, shafts, and pits, at height, and in electrical installations.
  - The heating of construction site facilities and workspaces. The unsupervised use of heating devices with open heating coils is absolutely forbidden.
  - Setting up scaffolding.
  - Access to parts of the business which are not specified in the order for work.
  - Working on crane systems or crane travel areas.
  - The decommissioning of safety and protective equipment or devices in order to carry out work.
  - Working on electrical equipment and switching operations of any type.
  - Working with open flames, blowtorches, welding and cutting torches or angle grinders.
  - (Obtain hot work permit from the project leader or the customer's responsible person).
  - The use of technical devices belonging to the customer, such as cranes, forklifts, scaffolding, working platforms, etc.
7. Every construction site is to be secured and sufficiently illuminated at sunset. This applies particularly to construction work outside enclosed operating areas.
8. Damage and destruction of construction, production, or protective devices and equipment are to be notified immediately to the project leader.
9. The processing of materials which are subject to certain conditions under VbF (Regulation on Combustible Liquids) or GefStoffV (Ordinance on Hazardous Substances) must take place in compliance with the applicable regulations. Storage of these materials on our construction sites, especially in enclosed areas, is permitted only to the amount needed for daily use. Exceptions will be made only after agreement by the project leader or the appropriate customer department.

The relevant safety datasheets or hazardous material instructions for the hazardous materials used on the construction site must be available to the employees.



MANAGEMENT SYSTEM  
**Safety and environmental datasheet**

10. If young persons or trainees, etc. are active on our construction sites, they may not be left unsupervised under any circumstances.
11. In order to ensure the first aid service, the provision of a suitable first aid kit is essential. The first aider(s) must be specifically named (construction site notice). In the case of serious accidents on the construction site, the project leader is to be informed immediately. Behaviour in an emergency, and the relevant telephone numbers are to be found on our construction site notice.
12. Before starting work, all employees are to be specifically named by the contractor. Changes in numbers or personnel replacements are to be notified to the project leader immediately.  
The contractor guarantees that his employees receive regular safety instruction and training.  
Evidence of training is to be carried on the construction site (safety pass, personal safety logbook) and if necessary may be checked by the project or construction leaders.
13. Drivers of vehicles and machines require the appropriate driving licences and qualifications. They are to be presented to the project/construction leader before the start of work.
14. Safety shoes are to be worn on the construction site (also by visitors).
15. Personal protective equipment is to be used wherever it is prescribed.
16. Hand tools must be in good condition.
17. Ditches and shafts must be marked with stable and clearly visible devices, and must be covered over.
18. Scaffolding is to be erected only by qualified personnel, and must be inspected and approved before first use (scaffolding certificate).
19. The use of lifting gear (slings, chains, hooks, etc.) is subject to a monitoring programme.
20. When working on electrical equipment, the 5 safety rules must be strictly complied with.
  - 1. Disconnect
  - 2. Safeguard against restart
  - 3. Determine de-energised status
  - 4. Earth and short-circuit
  - 5. Cover and shield any adjacent live components
21. Work on electrical equipment is to be carried out only by qualified electricians.
22. Work at a great height, in excavations, and in especially dangerous areas requires a team of at least two people.
23. Suitable equipment must be used when working at a great height (full harness, with holding device, and a fall stop).
24. During the execution of work, the contractor must ensure his own preventative fire protection (have suitable fire extinguishers on hand etc.).
25. When work is interrupted (rest break, finishing time, etc.), the contractor must inspect the construction site, and may leave it only when a possible outbreak of fire (e.g. from material which is still hot) has been excluded.
26. The project leader is authorised to give instructions to the employees of the external company, if this is necessary for safety. However, the project leader's authority to issue instructions in matters relating to industrial safety does not relieve the managers of the external company from their responsibility for their own employees.

Breaches of these instructions may result in the suspension of subcontractor work, or to the application of a temporary or permanent exclusion of affected employees.

**Attachments:** Confirmation of training, construction site notice

## Confirmation of training

### Instruction of external companies

*On the:* \_\_\_\_\_

*from the following company:* \_\_\_\_\_

The employees below were instructed by the project leader as per our safety and environmental datasheet:

	<i>Surname, first name</i>	<i>Function</i>	<i>Signature</i>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

**Department:** \_\_\_\_\_

**Project leader:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone / Fax:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Construction site notice** as per § 16 ArbZG (German Working Hours Act)

**Installation management:** \_\_\_\_\_ **Quality assurance:** \_\_\_\_\_

**Installation location**

<b>Working time</b>	<b>Start</b>	from <b>Break</b> to	from <b>Lunch</b> to	<b>End</b>	<b>Hours</b>
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
<b>Modifications to the working times are permitted only if approved by the installation management.</b>					<b>Total time:</b>

**Construction leader**

**Installation inspector**

Place, date, company stamp

Signature of installation management

Emergency service: \_\_\_\_\_

Fire brigade: \_\_\_\_\_

Police: \_\_\_\_\_

**Nearest hospital:**

**Nearest doctor:**

**Telephone:**

**Telephone:**

**Customer's accident assistance centre:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Customer's contact partner:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Installation management:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_  
**mobile:** \_\_\_\_\_