

REGULATIONS FOR EXTERNAL COMPANIES

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APPENDICES

Site Safety Overview - Höhr-Grenzhausen (Appendix 1), - Siersshahn (Appendix 2), - Mogendorf (Appendix 3), - Breitscheid (Appendix 4),
Initial Instruction Form for External Companies (Appendix 5), VEF Organization Chart (Appendix 6)

AMENDMENT HISTORY

Version	Name	Date	Status	Description	Notified

1 INTRODUCTION

Dear contractors, dear employees of external companies, These regulations for external companies will help you move about on our company grounds safely. The following content is for your general information and intended to improve occupational safety-related performance.

2 PURPOSE OF THE REGULATIONS FOR EXTERNAL COMPANIES

Our aim is to protect the life and health of everyone who works on our premises.

Maintaining safe and healthy conditions is our top priority and subject to continuous improvement.

All external companies employed on our grounds commit to following this basic philosophy and to integrating safety and health protection in their operational organization with no less importance than quality or profitability.

These instructions communicate to external companies and their employees the safety regulations that apply on Steuler company premises. They form an integral part of every individual contract and must be complied with to avoid endangering one another. They are not exhaustive and no substitute whatsoever for the applicable laws, ordinances, requirements and rules regulating occupational safety and health.

In signing this document, you acknowledge these Regulations for External Companies as an integral part of your contractually binding agreement.

3 DEFINITION OF TERMS

“Client“

refers to the company of the Steuler Group that granted you a contract.

“Contractor“

refers to all external companies on the premises of the company, i.e. you as contractor.

“Steuler“

refers to the Steuler Group to which the Client belongs.

“Company premises“

refers to all premises used by Steuler for business purposes, irrespective of whether the premises are owned by Steuler or used by a company of the Steuler Group on the basis of a lease or rental agreement.

The company premises owned by Steuler are:

- Friedrichstrasse 1, 35767 Breitscheid, Germany
- Georg-Steuler-Strasse, 56203 Höhr-Grenzhausen, Germany
- Krugbäckerstrasse 18, 56424 Mogendorf, Germany
- Berggarten 1, 56427 Siershahn, Germany
- Adolfstrasse 14, 56427 Siershahn, Germany
- Auf den Schafmorgen 2, 56191 Weitersburg, Germany

“Coordinating Officer“

is generally an employee of the department of the Client that issued the contract to the Contractor. The Client will inform the Contractor of the Coordinating Officer prior to the start of the work. The Coordinating Officer is not necessarily the Safety Coordinator.

“Safety Coordinator“

refers to either the Safety and Health Coordinator (SiGeKo) in accordance with the German Construction Site Ordinance (BauStellV) or the Coordinator for Hazardous Work. If necessary, this person will be designated by the Client in specific cases.

“Contractor’s Person in Charge“

refers to the employee of the Contractor who is in charge of managing the work implemented on the company premises.

4 SCOPE

4.1 These provisions apply to all external companies whose employees enter company premises.

4.2 Changes, additions or exceptions to these provisions are invalid unless made in writing.

4.3 The Contractor is responsible for ensuring that its employees and other agents know and comply with these provisions. This also applies specifically for subcontractors of the Contractor and for leased employees deployed by the Contractor.

4.4 Any of the Contractor’s contractual provisions that conflict with these Regulations for External Companies shall be considered invalid, even where the Contractor’s offer or other documentation specifically makes reference to them.

4.5 If Steuler makes use of premises through a rental or leasing arrangement with a third party (e.g. an industrial park), the Contractor must observe any additional provisions that may apply there. The Contractor itself is responsible for obtaining information about the existence and content of any such regulations.

5 ENTERING THE COMPANY PREMISES

5.1 The Client is entitled to require visitor IDs with a photograph. In that case, the Contractor will ensure that all of the employees it deploys (including those of its subcontractors) visibly wear the visitor ID issued by the Client and present it for the purposes of verifying the identity of the employee on request of the Coordinating Officer.

5.2 The Contractor must register in advance in writing via the Coordinating Officer of the Contractor any foreseeable visit to the premises by authorities, employers’ liability insurance associations, external auditors, etc. In such cases, the reason and purpose of the visit must be indicated.

6 SAFETY INSTRUCTION

- 6.1** In accordance with § 8, Para. 2 of the German Occupational Safety and Health Act along with other legal bases, the Client absolutely must provide safety instruction before the Contractor begins to carry out any work. Documentation certifying that the safety instruction has been completed must be submitted to the Coordinating Officer prior to the start of work (see Appendix 5).
- 6.2** The Contractor must ensure that its employees precisely know, observe and comply with the safety and health regulations applicable at the respective place of performance as well as the local requirements that apply there. No claims arising from failure to comply with these regulations and requirements may be asserted. If there are any questions concerning work safety, the responsible Coordinating Officer and/or the safety expert of the Client will provide answers.

7 DEPLOYMENT OF PERSONNEL

- 7.1** Before beginning the work, the Contractor must designate a supervisory person and communicate this to the Coordinating Officer.
- 7.2** The Contractor is obligated to maintain at all times an up-to-date directory with the names of all employees deployed on the company premises by it, and if applicable, by its subcontractors. The Contractor must ensure that this directory can be submitted to the Client for inspection on demand.
- 7.3** The Client reserves the right to have an agent inspect and review this directory at any time. The Contractor is responsible for ensuring that all of the employees deployed on the work site (including those of its subcontractors) carry documents that enable fast and unequivocal identification. This means an ID card, a passport or a document issued in lieu of an ID/passport.
- 7.4** The Contractor commits to deploying both its own personnel and those of the subcontractors it employs, as well as all vehicles and equipment, in accordance with the provisions of these Regulations for External Companies and in compliance with applicable statutory requirements (especially relative to labor and social legislation), collective agreements and other regulations. For personnel deployed by the Contractor from EU or EEA Member States or third countries, the required certifications (e.g. E 101 certificate) and, where required by law, a residence and/or work permit must be provided. The Contractor must provide documentary proof of compliance with these requirements to the Client on demand.
- 7.5** The Contractor must observe all necessary registration and approval requirements with regard to authorities or employers' liability insurance associations. This specifically applies to such requirements associated with the handling of hazardous materials. The Contractor must present proof of completed registrations to the Client on demand.
- 7.6** The Contractor's personnel must be professionally and physically suited to do the work that it assigns them to perform. Persons who violate occupational health and safety and accident prevention regulations or fail to follow the instructions of the Client or its authorized

representatives (e.g. Coordinating Officer, Safety Coordinator) must be dismissed on demand of the Client and replaced by other employees at no cost to the Client.

- 7.7** The Contractor must ensure that in areas where work that carries health risks is performed, only personnel suitable for such work and monitored by occupational health medical examinations are deployed. The Contractor must provide proof of this to the Coordinating Officer on demand. The Client is obligated to treat the information contained therein confidentially and in any case in compliance with applicable data privacy laws. If cross-trade risks arise in connection with this work, the Safety and Health Protection Coordinator must be informed accordingly.

8 WORKING HOURS REGULATION, WORK LOCATION

- 8.1** The working hours for the Contractor align with the Client's usual working hours time frame (Monday through Friday from 6:00 AM to 4:30 PM). If work outside of that time frame is required, the Coordinating Officer must be notified accordingly in advance in writing with the reason, the working time and the employees to be employed. Work that extends beyond the usual time frame can be authorized or prohibited at the sole discretion of the Client. Claims asserted by the Contractor against the Client due to authorizing or rejecting requested working time extension (e.g. modification of the schedule or remuneration of additional costs) are excluded.
- 8.2** The Contractor is responsible for compliance with the German Working Hours Act. Specifically, it is obligated to obtain any required approvals and to satisfy reporting obligations vis-à-vis authorities.
- 8.3** The Contractor and its employees may only access areas of the company premises where they have work to perform and areas designated for them to take their meals or change clothes. Access to other operating areas is prohibited. Remaining on the company premises longer than necessary for the contracted activities is generally prohibited.

9 STATUTORY REQUIREMENTS

- 9.1** The Contractor confirms herewith that it complies with all regulations applicable to the place of performance of the contract, such as:
- Temporary Employment Act (Arbeitnehmerüberlassungsgesetz)
 - Occupational health and safety and accident prevention regulations
 - Posted Workers Act (Entsendegesetz)
 - Laws concerning the employment of citizens of third countries
 - Industrial Code (Gewerbeordnung)
 - Minimum Wage Act (Mindestlohngesetz)
 - Maternity Protection Act (Mutterschutzgesetz)
 - Young Persons' Protection of Employment Act (Jugendarbeitsschutzgesetz)
 - Act to Combat Clandestine Employment (Schwarzarbeitsbekämpfungsgesetz)

- 9.2** The Contractor is responsible vis-à-vis the Client to ensure that the subcontractors and temporary employment services that it uses also comply with all of the regulations listed above.
- 9.3** The Contractor must fully indemnify the Client from all losses and damages resulting from any violation of the regulations listed above.
- 9.4** In the event of a breach of any of the regulations listed above, the Client reserves the right to terminate the agreement for cause and the right to assert damage compensation claims.
- 9.5** The Contractor expressly ensures that no clandestine workers or illegal manpower are employed in the performance of the agreed services and that all occupational safety, health and environmental protection requirements are observed. In the event of a culpable breach, the Client is entitled to an extraordinary termination of the agreement with the Contractor.
- 9.6** The Contractor is responsible for complying with other employment prohibitions (e.g. maternity leave) with regard to its employees.
- 9.7** The Contractor must provide regular instruction on accident prevention and occupational safety and health to the personnel. The Contractor's obligation regarding the use of safety experts and safety officers is not affected by these Regulations for External Companies.

10 OCCUPATIONAL SAFETY

- 10.1** Along with the accident prevention regulations of the employers' liability insurance association responsible for the Contractor, the accident prevention regulations of the DGUV (German Social Accident Insurance) also apply.
- 10.2** The Contractor must initiate the required occupational health medical examinations for its employees. The costs of the examinations shall be borne by the Contractor.
- 10.3** Throughout the company premises, the applicable PPE standard must be observed.
- 10.4** The Contractor must always provide personal protective equipment (e.g. hard hat, protective clothing, safety shoes, safety glasses or face mask, hearing protection, respiratory protection, reflective clothing) according to the accident prevention regulation "Prevention Fundamentals" Section 4 §29 et seq. of DGUV Regulation 1 – and the employees must wear them – whenever accident or health risks cannot be excluded by operational or organizational means. Any persons without the required protective equipment will be removed by the Client from the work site as personally unsuited.

11 GENERAL SAFETY AND ADMINISTRATIVE REGULATIONS

- 11.1** The Contractor must conduct itself at all times in a way that endangers neither itself and its employees nor the Client and its employees or other third parties.

- 11.2** Bringing along and consuming alcoholic beverages or other narcotics or prohibited substances is prohibited. Entering and/or occupying the company premises under the influence of alcohol or other narcotic substances is forbidden.

- 11.3** On company premises, the following actions are prohibited:

- smoking; except in the specially designated areas (not identified everywhere),
- putting up posters or writing on walls,
- distributing flyers or printed material,
- collecting money, donations or signatures,
- holding assemblies of any kind,
- engaging in political activities,
- conducting gambling activities of any kind.

- 11.4** Bringing in and carrying weapons, parts of weapons, ammunition and pyrotechnic products is prohibited.

- 11.5** The sale of goods of any kind, which are not an integral part of the agreement, is prohibited throughout the company premises.

- 11.6** Photographing and filming without explicit authorization in writing from the Coordinating Officer is prohibited throughout the company premises.

- 11.7** Protective devices and guards on machinery and on mechanical installations may be neither circumvented nor rendered ineffective.

- 11.8** All traffic and evacuation routes must be kept clear at all times.

- 11.9** The activation/use of electronic communication devices (this includes, among other things, cell phones, laptops, computers with wireless connection for data transmission) is prohibited in the following areas and/or requires suitable authorization:

- In designated explosion-proof areas
- In critical equipment rooms where instrument and control panels, alarm systems, CO₂ fire extinguishing systems, etc. are installed.
- In control stations and electrical control rooms
- In the production buildings

- 11.10** The preparation of sketches and the use of layouts is authorized only for contract-related purposes. Drawings and plans required for performance of the work must be returned to the Client without solicitation upon its completion.

- 11.11** For postal deliveries and deliveries of goods intended for the Contractor, make sure that the postal address always indicates the responsible Coordinating Officer as the recipient.

- 11.12** The Contractor is obligated to maintain order in its assigned areas and deployment locations. Contaminants must be removed immediately. If the Contractor fails to comply with a related request of the Client, the Client shall be entitled to perform this work or have it performed. In that case, the Contractor shall be obligated to reimburse the resulting costs plus an expense allowance.

11.13 The Contractor must maintain its work area in an orderly condition. If the Contractor fails to fulfill this obligation despite a warning, the Client reserves the right to have the cleanup work and required disposal performed at the cost of the Contractor.

12 FIRST AID / ACCIDENT

- 12.1** On the work site, the Contractor must keep first aid material at the ready.
- 12.2** In the event of accidents of any kind, no matter how serious, the Client must be informed.
- 12.3** If necessary, accidents must be reported immediately using the emergency number (0) - 112. In such cases, the Coordinating Officer and the reception gate and/or registration desk must also be informed without delay.
- 12.4** For reportable accidents, the Contractor must leave a copy of the accident report with the Client. The Client is entitled to conduct its own accident investigations.
- 12.5** The Contractor is responsible for the organization of first aid; if necessary, the Client can perform first aid.
- 12.6** The Contractor must fulfill the requirements of the German Workplace Ordinance, the Technical Regulations for Workplace Facilities ASR A4.3, and the accident prevention regulation "Prevention Fundamentals" DGUV Regulation 1.

13 WORK EQUIPMENT, MATERIAL, TOOLS

- 13.1** As a general rule, the Contractor may use only its own tools and work equipment. The tools, technical work equipment, etc. used by the Contractor must comply with applicable regulations. In particular, all portable operating equipment used in explosion hazard areas must comply with the applicable explosion protection regulations.
- 13.2** For technical work equipment that may be used only by persons with a certificate of competence, the relevant certificate must be on file with the Contractor. The same applies to the certification of any required occupational medical examinations: they must also be on file with the Contractor. The Client reserves the right to verify the required certificates.
- 13.3** The Client will provide tools or other work equipment only under exceptional circumstances and at the behest of the Coordinating Officer.
- 13.4** All tools, work equipment and material that the Contractor brings to the company premises must be labeled in a way that prevents them from being mistaken for the Client's property.
- 13.5** If defects are detected, the Contractor must stop using the tool or work equipment concerned immediately. If the Contractor detects a defect in tools or work equipment on consignment from the Client, it must also inform the Client without delay.

13.6 The Contractor must safely store the material that he brings to the site or are delivered there for him. The storage location must be agreed with the Coordinating Officer. Material, machinery and equipment must be transferred to the work site as needed as the work progresses and removed from the work site when no longer required for the work. Upon completion of the work, the work site must be cleared without delay. Once they have been cleared, the areas and/or rooms must be returned to their original condition or to one that the Coordinating Officer has agreed to.

14 TRAFFIC REGULATIONS

- 14.1** Drivers must comply with the 10 km/h speed limit. Within buildings, the speed limit for all vehicles is walking speed (6 km/h). Mopeds and motorcycles may be operated only on the direct route to the relevant parking area.
- 14.2** Vehicles, fork lift trucks, self-propelled equipment and elevating work platforms may be parked only in places assigned to the Contractor by the Coordinating Officer, i.e. ones authorized for this purpose.
- 14.3** To operate fork lift trucks, self-propelled equipment and elevating work platforms, operators must receive instruction from the Coordinating Officer if it is provided by the Client.
- 14.4** The Contractor may use the Client's company parking areas at their own risk.
- 14.5** Reversing or maneuvering vehicles on company premises warrants extreme caution; in case of doubt, an assistant must provide guidance.
- 14.6** Access routes for fire department, rescue and other auxiliary vehicles must be kept open at all times.

15 COORDINATION OF ACTIVITIES

- 15.1** To coordinate the activities of the Contractor and/or all participating contractors, if necessary the Client will appoint a Coordinator authorized to issue instructions within the meaning of § 6 DGUV Regulation 1 and a deputy.
- 15.2** The Client provides the names of the Coordinator and his deputy to the contractors. Each contractor is obligated to ensure that when the respective work begins, the person it places in charge is informed of the names and function of the Coordinator and his deputy.
- 15.3** The Contractor or contractors must coordinate the work flow with the Coordinator in a way that ensures that all required precautions to prevent endangering one another are taken at all times. For this purpose, if necessary, the Coordinator will issue a chronologically structured work schedule.
- 15.4** The Coordinator has the right to request all required documentation from the Contractor, specifically a work schedule with the following information:

- Planned start of work
- Break rules
- Projected end of work
- Headcount
- Planned work method
- Person in charge (agent authorized to issue instructions)
- Daily working time

The Contractor must also report the above information for its subcontractors.

- 15.5** In the work schedule, the Coordinator will specify the preconditions that must be met for each of the Contractor's participating work groups before starting work. The work schedule will be provided to the person in charge, who will then ensure that his work groups comply with it.
- 15.6** Deviations from the plan must be reported to the Coordinator. If a deviation from the plan or a disruption can cause participating work groups to endanger each other, the work may not be undertaken and the Coordinator must be notified without delay.
- 15.7** The work must be halted if necessary and may not be resumed until the preconditions of the modified work schedule are met or the Coordinator explicitly authorizes resumption.
- 15.8** The Coordinator will inform the affected persons in charge about any significant change to the work schedule without delay.
- 15.9** To perform his duties, the Coordinator has the right to give instructions to the Contractor, its persons in charge, and any employee of the Contractor.
- 15.10** The instructions of the Coordinator absolutely must be followed. The Coordinator has exclusive authority regarding the work schedule.

16 FIRE PROTECTION MEASURES

- 16.1** The general safety regulations for fire protection, explosion protection, accident prevention, etc. absolutely must be complied with.
- 16.2** Hot work (such as welding, grinding and soldering) and work that generates sparks may not be performed without prior authorization (permit). Authorizations must be requested from the Coordinating Officer. The permit must be kept at the ready on site. Welding work may be performed only by persons who have a welding certificate (DIN 8563). When using welding, cutting and associated methods to process metallic workpieces in accordance with DGUV Regulation "Operation of Work Equipment" (DGUV R 100-500 Chapter 2.26 Welding, cutting and associated methods), special fire prevention measures must be observed. Prior to the start of welding work in fire hazard areas, the Contractor must ensure that any fire risk is eliminated. When performing welding work outside of facilities specifically equipped for that purpose, the existence of fire hazard areas must be anticipated.
- 16.3** Fire hazard areas are areas containing material or articles that welding work can ignite. Examples of such materials or articles include dust

deposits, paper, cardboard, fabric, packaging materials, various plastics, fibers, insulation material, wood shavings, seals, paint, cables and electrical systems, chip boards, wooden elements, and under extended heat exposure, also wooden beams.

- 16.4** The elimination of fire hazards means removing all flammable and explosive materials and articles from the workplace and its surroundings – and possibly also from neighboring rooms – and relocating them far enough away. If, for structural or operational reasons, the fire hazard in the areas cannot be eliminated entirely, the Contractor must specify in a written welding permit the safety measures to be employed for the individual case. The safety measures specifically include: Covering remaining flammable materials and articles, sealing off openings in neighboring areas.
- 16.5** The Contractor's employees/agents may not begin welding work in areas where, for structural or operational reasons, the fire hazard cannot be eliminated entirely, until the Contractor has issued the welding permit to them and the safety measures specified therein have been implemented.
- 16.6** The Contractor must ensure that while welding work is performed in areas where, for structural or operational reasons, the fire hazard cannot be eliminated entirely, the fire hazard area and its surroundings are monitored by a fire guard equipped with suitable fire extinguishing systems.
- 16.7** The Contractor must ensure that the fire hazard area and its surroundings are repeatedly inspected also after completion of the above-mentioned welding work.
- 16.8** This requirement is fulfilled, for example, in the hours immediately after the welding work ends, the workplace and its surroundings are regularly inspected for glowing embers, suspicious heating and smoke development. The Contractor must provide suitable fire extinguishing systems at these workplaces. Examples of suitable fire extinguishing systems are water-filled buckets, fire extinguishers or a connected water hose.
- 16.9** Means of rapidly alerting firefighters must be available!
- 16.10** Open flame of all kinds is generally prohibited.
- 16.11** Fires must be reported immediately using the emergency number (0)-112. The Client must also be informed via the reception desk or the Coordinating Officer without delay.
- 16.12** The storage of easily flammable materials (such as solvents and solvent-based paints) is generally prohibited. If such storage is absolutely required for the continuation of the work, authorization must be obtained from the Coordinator. To specify relevant safety precautions, specialized offices of Occupational Safety and Health and Environmental Protection must be involved.
- 16.13** The work must be halted immediately. All persons working in the endangered area must proceed to the assembly area immediately. Orders issued by the fire department squad leader and by the officer in charge of plant security must be followed.

- 16.14** The Contractor must ensure that its work does not trigger any alarm systems, such as automatic fire detectors or pushbutton alarms. Any shutdown must be agreed with the Coordinator.
- 16.15** Safety installations (such as emergency exits, fire department access routes, hydrants, etc.) must be kept unencumbered and accessible.
- 16.16** Easily flammable or spontaneously combustible materials may not be kept at the workplace in quantities exceeding those required for the continuation of the work. The Contractor must provide suitable fire extinguishing systems at these workplaces. Fire hazard areas must be labeled accordingly.
- 16.17** The Contractor whose installations such as cranes, masts or similar equipment increase the risk of lightning strike must undertake the lightning protection measures designed for this purpose.
- 16.18** Hot work on roofs must be agreed in advance with the Coordinator.

17 HAZARDOUS MATERIALS

The handling of hazardous materials, including their storage, is prohibited without authorization of the Safety Coordinator to be appointed by the Client. To obtain authorization by the Safety Coordinator, the material safety data sheet, the standard operating procedure resulting from it, and the certificate of instruction must be submitted to the Safety Coordinator.

18 WASTE

- 18.1** Any waste generated while performing the work must be properly disposed of by the Contractor at his own cost in accordance with statutory requirements (German Closed Substance Cycle and Waste Management Act, German Commercial Waste Ordinance, German Ordinance on Waste Recovery and Disposal Records, etc.).
- 18.2** If required, the disposal channels must be clarified with the Coordinating Officer in advance. If the Client is to handle any disposal, the Coordinating Officer will take over the task of clarifying the disposal with the responsible waste management officer. Required certificates must be submitted to the Coordinating Officer on a timely basis before and after collection. Prior to collection, those certificates cover the quantity and type of waste, the proposed external disposal, and their legal authorization by the authorities. After collection, they include delivery notes, consignment notes, transfer notes, disposal certificates, and the associated register excerpt. If the disposal costs have yet to be negotiated, the Contractor will clarify with the Coordinating Officer whether less expensive disposal can be undertaken by the Client's existing disposal channels. In that case, the Client's waste regulations must be observed. Use of the Client's disposal channels is authorized only after consultation with the Client's Waste Management Officer.
- 18.3** As a general rule, all hazardous waste must be reported to the Client's Coordinating Officer.

- 18.4** Discharging paint, oil, fuel, chemicals or other hazardous substances to the sewer system or pouring them or disposing of them on the floor or into collection tanks not intended for this purpose are prohibited.

19 ELECTRICAL INSTALLATIONS

- 19.1** All work on electrical systems and operating equipment must be coordinated with the responsible electrical specialists, see organization chart.
- 19.2** Work on electrical systems may be performed only by electrical specialists or under the supervision of an electrical specialist.
- 19.3** Interventions involving existing electrical systems, especially the disconnection and connection of feed-in points, without the authorization of the Client are prohibited.
- 19.4** The installation of electrical systems must be carried out in compliance with VDE 0100. If work site power distribution boards are used as feed-in points, they must be equipped with universal current-sensitive 30mA residual current devices (RCD type B).
- 19.5** Portable electrical systems and operating equipment must have been inspected in accordance with DGUV Regulation 3 within 6 months prior to the start of work and be labeled accordingly.
- 19.6** Portable cables must be laid in a way that protects them from mechanical damage.
- 19.7** When it is necessary to work near energized components of electrical systems and operating equipment and they cannot be disconnected, the required safety precautions must be specified together with the Coordinator. The Contractor may supply its own electrical systems and operating equipment only from feeding points equipped with a residual current device (designated as RCCB and FI circuit breaker). All electrical systems and operating systems must comply with applicable electrical regulations and be certifiably inspected for proper condition.
- 19.8** All machinery and equipment that the Contractor brings to the work site must have the required safety inspection tags. The inspection certificates must be in the possession of the operator and presented on demand. Machinery and equipment such as cranes may be operated only by persons who have been instructed and authorized to do so in compliance with the relevant accident prevention regulations. Operation manuals of construction machinery and cranes as well as other equipment must be on-hand at the work site. The location of portable machinery will be approved by construction site management. If the work areas of different contractors' equipment overlap, the work flow and communication between one another must be agreed and, if necessary, the Coordinator must be informed accordingly.

20 SCAFFOLDING AND LADDERS

- 20.1** Scaffolding may be erected, removed or repositioned only under the supervision of a duly qualified person and only by suitable, trained personnel. Prior to first use, it must be inspected and approved in writing by a qualified person. At least once per workday, the scaffolding must be inspected for visible defects prior to use.
- 20.2** Personnel may access workplaces on scaffolding only via secure entrances or ascents. Trapdoor-and-ladder hatches must be kept closed while work is being performed on the scaffolding level. Scaffolding battens and planks must be laid seamlessly.
- 20.3** In all accessible areas, fall protection guardrails must be present if the distance to an adjoining wall or to another fixed delimitation exceeds 0.3 m. Side protection in the form of a three-part railing (handrail, intermediate rail (through the middle) and toe board) must be installed immediately after the scaffolding frame is erected.
- 20.4** Railings high enough to prevent anyone from falling over them must be implemented in accordance with statutory requirements. Alternatively, a protective side enclosure consisting of a three-part railing with safety netting, uninterrupted plank walls or protective grating elements can also be installed. Safety nets and catch scaffolds should be installed as indirect safety measures to catch falling persons.
- 20.5** To protect people from falling objects, protective canopies should be constructed. If the above-mentioned fall arrest systems or safety nets cannot be used, personnel must resort to the use of personal protective equipment against falls from a height (PPE).
- 20.6** The Contractor must certify the usability of the scaffolding and ladders it uses for work operations, protection and structural support, and must monitor their operational reliability and safety.
- 20.7** The design and implementation of the scaffolding must comply with DGUV Regulation 28 – Construction works and with DIN 4420 Parts 1 and 2. The Contractor must label all scaffolding materials.
- 20.8** Every user must inspect and maintain the proper condition. Work scaffolds may not be accessed before they have been approved. Personnel must avoid performing tasks on the scaffold while work is being performed underneath.
- 20.9** In accordance with DGUV I 208-016, work of only limited scope may be performed from ladders.
- 20.10** The Contractor may not exceed permissible working heights while performing work from ladders.
- 20.11** The Contractor must ensure that walkways with more than 1.00 m fall height, workplaces that workers can sink into (irrespective of fall height), workplaces with a fall height of more than 2.00 m, and rooftop workplaces with a fall height of more than 3.00 m may not be used before safety installations and/or measures against falls have been inspected by supervisors and the inspection has been documented. Hazard areas underneath elevated workplaces must be physically closed off using traffic barricades with beacons.

20.12 The ladder standard DIN EN 131 applies. Scaffolding must comply with the requirements of DIN EN 12810, Parts 1, 2 and DIN EN 12811, Part 1.

21 CONSTRUCTION SITES

- 21.1** The Client will provide electricity and water free of charge. Connection to the Client's supply lines and the routing of appropriate lines to the place of performance will be implemented by the Contractor itself under its own responsibility and at its own cost.
- 21.2** Work at elevated workplaces must be secured by special safety precautions such as balustrades and railings or through the use of safety harnesses. The use of colored tape as fall prevention is not permissible.
- 21.3** Prior to the start of underground construction work (excavations, pits, sewers, etc.), the Contractor must obtain information from the Client about the position of supply lines. Work may not begin before the Client has authorized it. The Contractor must perform the work in a way that cannot damage lines. If damage occurs nevertheless, the work must be halted immediately, the hazard area must be closed off, and the Coordinating Officer must be informed. The Contractor is responsible for regularly monitoring the walls of construction pits and trenches and/or of structural stabilization measures to ensure their stability and load-bearing capability.
- 21.4** Construction pits must be secured and marked with signs day and night in accordance with regulations. During work at and on roadways and walkways, the construction site must be adequately illuminated at night.
- 21.5** For installation work, the Contractor must issue written installation instructions containing all required safety-related technical information. Specifically, they must cover intermediate storage as well as transport and installation conditions. Furthermore, the measures for establishing secure workplaces and access points must be identified and the associated layout plans must be included. The Contractor may not begin the installation work until the Client has reviewed and approved the installation instructions.
- 21.6** The demolition method and the safety measures required by it must be specified together with the Client. To that end, the Contractor must submit demolition instructions that cover the use of machinery and equipment for the relevant demolition work and the necessary safety measures for its workers. Stability must be ensured in every demolition phase. The Contractor must exclude the possibility of unauthorized persons from accessing hazardous areas. The Contractor must appoint someone with the requisite special expertise to manage and supervise the work.
- 21.7** For construction site installations, the use of marking tape to prevent access is not sufficient.
- 21.8** For construction site installations, the use of marking tape to prevent access is not sufficient.

21.9 Work that exceeds the permissible values of the German Technical Instructions on Noise Abatement (TA Lärm) must be reported to construction site management and/or the Coordinator to prevent workers from endangering and impairing each other.

21.10 When work ends, the machinery and equipment as well as cranes and scaffolding must be secured against access by unauthorized persons. Windows and doors as well as vehicular access points and random openings in the surrounding fences must be closed when securing and leaving the construction site.

22 SUBCONTRACTORS AND TEMPORARY WORKERS

22.1 The Contractor may not use subcontractors without prior written approval from the Client. The Client has the right to refuse the use of subcontractors without having to give a reason for its refusal. The Contractor must, without solicitation, notify the Client of the use of subcontractors before granting the contract, and coordinate with the Client within the framework of the order placement process.

22.2 The Contractor must register subcontractors or their workers at least 48 hours prior to the intended deployment.

22.3 If the Client authorizes the use of subcontractors, this does not release the Contractor from its overall responsibility for performance of the order and compliance with these Regulations for External Companies.

22.4 When contracting work out to other companies, the Contractor must fulfill its obligation to consult pursuant to § 8 German Occupational Safety Act (ArbSchG) and § 6 DGUV Regulation 1.

22.5 The involvement of subcontractors may not increase the obligations of the Client in any way. The Contractor indemnifies the Client from all third-party claims.

22.6 The preceding paragraphs apply similarly for temporary workers leased to the Contractor by a third party.

23 LIABILITY AND BREACHES OF THE REGULATIONS FOR EXTERNAL COMPANIES

23.1 The Contractor is liable to the Client for all damages caused by the Contractor, its employees, its subcontractors, or other agents.

23.2 In case of any breaches of the Regulations for External Companies by the Contractor or its employees or by the subcontractors that it uses and their employees, the Client can impose a ban on entering the premises.

23.3 Other claims of the Contractor remain unaffected.

23.4 The Contractor indemnifies the Client from any third-party claims that

may arise from culpable safety violations, damage or incident caused by the Contractor or its employees or agents.

The Contractor undertakes to carry adequate liability insurance, including environmental damage liability insurance (minimum coverage EUR 5 million for personal injuries and damage to property) and, in case of installation work, installation insurance (minimum coverage EUR 5 million). That installation insurance must also include coverage for damage to already existing plants/buildings that are not the object of the activity of the Contractor, with a sum insured of at least EUR 1 million. The Contractor must prove of the existence of these insurance policies by presenting the relevant insurance certificates on demand.

24 DUTY OF CONFIDENTIALITY

24.1 The Contractor is obligated to treat information of all kinds that it receives via the Client or via other companies of Steuler in connection with the contract or its implementation confidentially for a period of 5 years.

24.2 Furthermore, the Contractor is obligated to use such information only for the purpose of fulfilling the contract.

24.3 The Contractor undertakes to treat confidentially all documentation received from the Client and the know-how developed in connection with its activity on the premises of the Client and not to pass them along to third parties.

24.4 The duty of confidentiality also applies to employees, representatives and other agents of the Contractor. The Contractor must obligate them accordingly.

24.5 The Client retains the exclusive and unconditional rights to all possible work results associated with the contract, including copyright rights of use, ancillary copyrights and other rights, as well as their recording.

24.6 The Contractor may provide access to confidential information only to employees who are directly tasked with fulfilling the contract.

It is obligated to instruct those employees not to pass along that information to unauthorized persons.

25 MISCELLANEOUS

25.1 Before starting the work, the Contractor must convince itself that the prescribed safety measures have been carried out. It must continuously convince itself of the presence and effectiveness of the prescribed safety measures.

25.2 The respective safety expert of the Client conducts work site inspection tours. This does not release the Contractor from its supervisory duty and responsibility. The instructions of the safety expert of the Client must be followed. Workers whose native language is not German must receive particularly thorough instruction. The Contractor must ensure

that German employees and employees whose native language is not German communicate with each other clearly.

25.3 At least the responsible contact assigned by the Contractor must have a good command of spoken and written German.

25.4 Particularly dangerous work, such as

- work in tanks and confined spaces,
- work in explosion-proof areas,
- work on pressure equipment,
- hot work,

requires a work permit that describes additional mandatory safety measures. That permit must be requested from the Coordinating Officer prior to the start of work. The associated safety instructions are contractually binding.

26 SIGNATURE

Date

Place

Last name, first name

Signature / company stamp