

HSEQ regulations for subcontractors – Health, Safety, Environment and Quality

Section 1 Preamble

(1) For the prevention of occupational accidents in connection with its performance, in particular, the subcontractor (SC) shall comply with all statutory, accident insurance-related and project-specific provisions on occupational safety, health, the environment and quality applicable to it, as well as existing industrial, company and fire safety regulations, emergency plans and other safety and quality provisions of the Apleona's (APL) customer (CU). The SC is responsible for checking third-party equipment, scaffolding or facilities before they are used.

The CU's further requirements, as well as site or property-specific requirements, shall also be met.

Insofar as the provisions of these HSEQ regulations conflict with other provisions of the contract, those provisions that standardise stricter, more far-reaching or higher-level requirements vis-à-vis the SC shall take precedence.

(2) The subcontractor (SC) shall submit the documents required to prove compliance with the HSEQ regulations, taking into consideration data protection provisions according to the contractual agreement, otherwise at the request of the CU without undue delay, and at the latest within 3 calendar days of the request.

(3) Changes in company approvals (certificates, approvals, etc.) shall be immediately communicated to APL in writing without request, and appropriately documented.

Section 2 Health

(1) For the work to be carried out, a current risk assessment carried out by the SC in accordance with the statutory provisions on occupational safety must be available and submitted to APL without request at least 5 calendar days before the work is commenced.

(2) Before commencing the work, the SC or its representative shall inform the responsible contact person APL of the work to be carried out and the necessary safety measures.

A written work permit is required in each case for dangerous work (work at high temperatures, grinding, cutting and drilling work, work where there is a risk of falling, work in confined spaces, shafts, pits, work on compressed air or gas supply systems, work in potentially explosive areas and work under voltage). This may also be requested by APL or the CU for other work.

(3) The SC shall provide the legally required safety-related support of an occupational safety expert and prove such to APL without request.

For each task, the SC shall appoint a suitable person to be responsible for supervision, who is familiar with all issues of occupational and operational safety and who has been informed of the scope of their area of responsibility.

(4) The SC is obligated to only commission suitable and qualified persons with tasks. In the case of tasks for which a special formal qualification is required, this must be individually proven at the request of APL.

(5) The SC is obligated to instruct its employees, before starting work, on the occupational health and safety regulations and other provisions applicable to the work as well as any existing property- or customer-specific regulations.

It is also obligated to instruct its employees on the mutual hazards resulting from the activities and the results of the risk assessment. It is responsible for its employees.

Evidence of the instructions given shall be presented to APL's responsible contact person upon request.

(6) The SC shall have all health protection measures (e.g. health checks) resulting from its employees' activities carried out.

(7) The work may only be started if the APL and SC have agreed on such. Necessary safety measures must be carried out by the SC at its own expense.

(8) Only the areas relevant to the fulfilment of the order may be entered.

(9) It is not permitted to bring in and/or consume alcoholic beverages or substances that alter the state of mind.

(10) The work equipment, tools, machines and devices used must comply with the applicable occupational health and safety requirements for safe operation, including any testing of work equipment that may be required. The costs for this shall be borne by the SC.

(11) The operating instructions required for the work must be kept available at the place of use.

(12) APL's responsible contact person shall have the authority to issue instructions to the SC's employees insofar as this is necessary to avoid mutual danger. Any coordinators appointed shall also have this authority. This authority to issue instructions does not release the SC from its responsibility for its employees.

(13) At workplaces where personal protective equipment or safety devices are required, the SC must make them available to its employees at its own expense and is responsible for ensuring that they are used.

(14) Insofar as APL or the CU provides protective devices, safety devices or work equipment, these shall be jointly accepted when they are handed over to the SC. They shall be maintained independently by the SC. The SC shall carry out the necessary tests at its own expense. The SC shall return these devices to APL or the CU in proper and undamaged condition after completion of the work. This also applies to means of protection against falls and rescue from heights.

(15) Safety precautions as part of the SC's traffic safety obligations to avoid personal injury, damage to property and financial losses must be taken by the SC without request. In particular, construction sites, canals, shafts and other work sites must be secured by the SC in such a way that there is no risk of accidents, even in the dark. Existing protective covers, railings or similar items that must be temporarily removed to carry out the work shall be properly restored. While these items are removed, all hazardous areas must be cordoned off and signposted to prevent accidents using other suitable measures. The rules for securing workplaces in public transport areas shall be observed. These measures must be carried out without separate remuneration.

(16) Tools, ladders, scaffolding, etc. owned by the SC shall be clearly marked as such.

(17) The unauthorised use of company facilities is not permitted. If the use of such facilities is necessary, written permission shall be obtained from APL's responsible contact person before use begins.

(18) Each working day, the workplaces must be cleared and secured in accordance with the regulations after completion of the work. Hand tools, devices, material that is no longer required, waste, etc. must be removed by the SC without separate remuneration and waste must be disposed of properly.

(19) Accidents at work shall be reported to APL in writing without undue delay. These include first aid cases, accidents at work without absenteeism and accidents at work with absenteeism. The SC shall immediately report any cases of accident-related absenteeism to APL in writing without request. In addition, an accident analysis shall be carried out in writing and communicated to APL for any accidents at work that meet the above conditions.

(20) The marked escape routes and emergency exits must be kept clear at all times across their entire width. Markings must not be removed or made unrecognisable. They may not be obstructed – not even temporarily – with materials, vehicles or other objects.

(21) Fire-fighting equipment such as hydrants, ring lines and corresponding information signs may not be covered, blocked or otherwise made unusable.

(22) If measures affecting fire protection equipment and escape routes are necessary, these must be agreed with APL in advance. The SC must inform APL accordingly of the necessary measures and carry them out after consultation without additional remuneration.

(23) If alarms (including evacuation exercises) are activated, the buildings must be left immediately and the instructions given must be followed. The full number present must be reported to the fire marshal.

Section 3 Environment

(1) Only chemicals, hazardous substances and operating materials that have been registered by the SC in advance may be brought to the work site. This also includes all cleaning agents. The SC must also comply with further property or customer-specific requirements, such as explicit approvals or registrations.

(a) Larger quantities of chemicals/operating materials than are required for immediate use must be stored, after prior consultation with APL's responsible contact person, in such a way that there is no risk to people or the environment. The SC has no claim to the provision of corresponding storage space.

(b) Environmental incidents involving the release of substances into soil, water or air must be reported immediately to APL. In the event of an unintentional release of substances, the leaked quantities must be removed immediately by the SC using suitable means. The SC is responsible for maintaining suitable emergency procedures and equipment available for this purpose. APL's responsible contact person must be informed immediately. In the event of environmental incidents, a cause analysis must be carried out, documented in writing and communicated to APL.

(c) Any residues of chemicals/operating materials, empty containers and contaminated binding agents must be immediately removed from the premises by the SC, and disposed of properly. Liquid substances may only be discharged into the sewage system if permitted under waste and sewage legislation, permissible discharge values are not endangered and the CU agrees to such in advance.

(2) If work is interrupted for more than 5 working days, the hazardous substances and operating materials must be removed from the work site for the duration of the interruption. Deviations require the prior written permission of the APL's responsible contact person.

(3) The SC shall observe the applicable hazardous goods, environmental and waste regulations for all processes related to the disposal and transport of chemicals, hazardous substances, operating materials, water-polluting substances and waste.

(4) All waste arising during work which is the responsibility of the SC must be removed from the workplace by the SC every working day in compliance with the waste regulations, and promptly disposed of professionally. Deviations require prior agreement with APL.

(5) Insofar as the SC is the producer of the waste, it must keep evidence of the disposal of all hazardous waste and present this to APL immediately upon request. The SC shall maintain the necessary documentation for waste from other producers in accordance with the statutory provisions, if and to the extent agreed.

(6) If there is a risk of environmental liability or environmental damage for APL or the CU due to intentional or negligent actions or omissions by the SC, the provisions of section 6 (3) shall apply.

Section 4 Quality

(1) The SC undertakes to maintain a legally secure organisational structure with all the necessary technical and legal officers. This also includes a legally secure (written) transfer of duties (if this is required by law).

(2) APL is entitled to carry out audits at the SC's premises.

(3) For the control and provision of services, the contractor shall undertake to maintain and apply the following processes and methods – which must be comprehensible and evident for APL at all times – which meet the requirements of ISO 9001:

1. Continuous improvement process for organisational and service optimisation.
2. Process for dealing with deviations, errors, complaints and non-conformities. This includes the systematic evaluation, the analysis of the deviations and the derivation of measures to prevent a recurrence.
3. Supplier management processes for selection and regular evaluation.

Section 5 Obligations of the SC regarding employees and subcontractors

(1) The SC undertakes to disclose all the obligations contained herein to its employees employed within the framework of the provision of services and to structure and control the organisation of its work in such a way that they are observed.

(2) The SC guarantees that all employees employed by it in the provision of services receive the respectively applicable statutory minimum wage or minimum wage that has been declared generally binding.

(3) In addition, it guarantees that the provisions of all laws and regulations serving to protect employees are observed and that no undeclared work or illegal employment takes place. This also applies to any subcontracting of services by the SC to further subcontractors and/or hire companies, even if this occurs as part of successive subcontracting by way of a so-called subcontractor chain.

(4) The SC is only permitted to subcontract contractual services with the prior written consent of APL.

(5) For its part, the SC undertakes to obligate any subcontractors it commissions to comply with all the conditions of this HSEQ regulation. The SC is liable for violations by its subcontractors in accordance with the statutory provisions.

Section 6 Consequences of non-compliance

(1) Non-compliance with the provisions of this HSEQ regulation or the lack of proof of compliance shall entitle APL to issue a work ban until the defect has been remedied.

(2) If such a work ban has been issued, a claim for damages or other compensation for expenses incurred by the SC – such as the calculation of set-up times or travel expenses – shall be excluded. The SC shall bear any additional costs, expenses or damage incurred by APL or the CU in connection with the work ban.

(3) In the event of non-compliance with the SC's obligations under this HSEQ regulation, APL shall be entitled to terminate the contract for good cause and to carry out the part of the service that has not yet been completed itself or have it carried out by a third party at the expense of the SC. APL's claims for compensation for further damage remain unaffected thereby. In this case, contractual penalties shall be offset against the damage.

Section 7 Signature

(1) The HSEQ regulations for third parties are an integral part of the subcontractor contract. The SC confirms by signing that it recognises these HSEQ regulations as an essential contractual obligation and will comply with them.

Company / company stamp
Subcontractor

Date

Name in block capitals and signature