

Guidelines for third-party companies

1. All groups of persons providing a contractual service themselves or through subcontractors as commissioned by ROBEL Bahnbaumaschinen GmbH on its premises, such as
 - carriers, suppliers, parcel services;
 - service providers for construction work, maintenance, repair, cleaning personnel;
 - service engineers, consultants, trainers, etc.shall receive a safety briefing provided by ROBEL through the following link:
www.robел.com/en/safety
This briefing is binding on all Contractors. Contractors shall ensure that their employees and/or subcontractors have received training in accordance with general occupational safety requirements and the ROBEL safety briefing prior to providing any services.
2. The Contractor warrants that any provisions according to statute, administrative instruction, employers liability insurance, and/or internal rules, as well as the ROBEL safety code, applicable at the time when the order is implemented are adhered to in order to prevent, among other things, accidents, environmental damage, fire or theft. The Contractor shall ensure adherence by placing a corresponding obligation on its workforce and/or agents and shall ensure that it is complied with.
3. The Contractor shall implement immediately and with priority any measures related to occupational safety.
4. Prior to providing any services, the Contractor shall give its contact person at the Principal's ("Supervisor") a list of the responsible occupational safety officers vested with the required rights. This, as applicable, refers to the person responsible according to Sec. 13 of the German Industrial Safety Act ("ArbSchG"), the designated coordinator according to Sec. 6 of Regulation A1 of the German Employers Liability Insurance ("BGV A1"), as well as to the Contractor's safety expert.
5. Instructions given by the Principal's HSE staff (Health and Safety Executive) must be followed without exception. The Contractor shall adhere to any signs implying restrictions, obligations, warnings and references. If in doubt, consult with your Supervisor. Employees of the Contractor its subcontractors not complying with the above rules may be warned, requested to suspend work in the case of imminent danger, and/or requested to leave the premises by any representative of the Principal.
6. The Contractor will be held liable for consequences and damage resulting from non-compliance with these rules or from expulsion from the premises.
7. When performing its work and/or services, the Contractor shall observe its legal duty to maintain safety ("*Verkehrssicherungspflicht*").
8. Up until acceptance, the Contractor shall be liable for the transport of all required materials and equipment, for their storage and safe-keeping, for services and fixtures provided, as well as for any damage caused by its employees, subcontractors or own suppliers. Specifically, the Contractor shall be responsible for the safety of its own working equipment and materials. The use of devices, machinery, equipment and materials owned by the Principal is for the Contractor's own risk and permitted only if known and approved by the Supervisor. The unauthorised use of suspension cranes, hoists or handling equipment owned by the Principal is strictly prohibited. If such equipment is needed for assembly work, consult with the Principal in each case.
9. In any event, it has to be ensured that no substances that are hazardous to water get into contact with the drainage system, the soil and/or the groundwater. Any infringement will be subject to prosecution and liability.
10. The Contractor is under the obligation to employ only persons with valid work permit. The Contractor therefore ensures that no persons without valid residence and/or work permit are employed. The use of subcontractors requires the written authorisation of the Principal.
11. The Contractor shall access only those areas of the works as have been agreed with the Principal. Any potential negative repercussions shall be communicated to the Supervisor prior to the start of the work. Prior to the start of the work, the Contractor shall check whether any hazards are present in its work area and/or whether hazards could result from the work. The Supervisor shall decide whether and to what extent additional specific safety briefings are required for the activity. The Contractor shall access only the railway track and/or facilities with the prior permission of the Supervisor and provided that the Contractor has the appropriate knowledge about the adequate behavior in the track area. The Contractor shall behave in the railway facilities in the way that he is never endangered by moving rail vehicles. The Contractor shall comply with visual and acoustic signals immediately. Due to better visibility the Contractor shall wear warning clothing according to DIN EN 471, at least, however, a safety vest. The consent of the Supervisor must be obtained by the Contractor prior to the start of the work in case that people work in or near the track area or the work may endanger the safe railway operation.
12. Any safety briefings, tests and required audits are performed under the order of and free of charge for the Principal.
13. Any accident at work implying personal injury, damage to property, a critical or dangerous situation ("near miss"), start of a fire, leakage and/or other incidents against which measures have been taken, shall be communicated immediately to the Supervisor.
14. Files, drawings, electronic data, documents, copies, duplications, etc. shall not be duplicated or made accessible to unauthorised persons or taken from the operation or business premises without the approval of the business or production management of the Principal. The Contractor is obliged to keep all business and operations secrets confidential throughout its assignment, but also any time thereafter.
15. The Principal shall not be liable for damage resulting from nonadherence to the above conditions. The Contractor shall hold the Principal harmless with respect to any third-party claims brought against the Principal and based on an incident related to the work performed by the Contractor through no fault of the Principal. The Contractor shall take out adequate third-party liability insurance cover against claims based on incidents and prove its validity upon request.