



**Terms and Conditions for External Companies  
(Suppliers within the Framework of Contracts for Work and Services)**

**Information and Codes of Conduct to Ensure Occupational Safety and  
Environmental Protection**

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***Preamble***

CLAAS attaches much importance to occupational safety and environmental protection. Therefore, please seek and obtain information on the regulations and prescriptions which are important for the execution of your order, just before proceeding to the work inside the factory, to ensure the protection of your employees and your own protection. You are further committed to check, before commencing the work, whether the work to be carried out has to be notified to any particular official authority and / or has to be approved by such particular official authority. If so,

a copy of the notification and / or of the approval document has to be furnished to the Customer before commencing work.

According to § 5 of BGV A 1 (German Regulations of the Governmental Safety Organization / Regulations for Prevention of Industrial Accidents), CLAAS in its capacity as the Customer is committed to point out to you in writing that you are obliged to observe the provisions and rules mentioned in § 2, subpar. 1 of the BGV. You in your capacity as the Supplier shall be committed to take all measures, actions and arrangements necessary to meet the provisions of the applicable Regulations and Prescriptions on the Prevention of Accidents and, moreover, the generally recognized Rules on Technical Safety. To the extent as any other requirements should be stipulated in any other legislation rules – in particular those concerning work and employment – they shall remain unaffected thereby.

### ***I. Area of Application***

The „Terms and Conditions for External Companies (Suppliers)” set up within the framework of Contracts for Work or Services shall form an integral part of the Contract on Work or Services concluded between CLAAS, that is any company associated with the CLAAS group (hereinafter referred to as “CLAAS” or the “Customer”) and the external company (the “Supplier” or his subcontractor). The Terms and Conditions shall be applicable to any deliveries and services furnished to CLAAS.

### ***II. General Part***

#### **1. Important Telephone Numbers:**

|                  |                  |
|------------------|------------------|
| Reception Desk:  | 02586 / 888 7000 |
| Accidents:       | 02586 / 888 7222 |
| Fire:            | (0) 112          |
| Other troubles : | 02586 / 888 7000 |

#### **2. Entering / Driving on the Plant Grounds**

Entering the plant grounds shall be permitted with the authorization given by the *‘staff member specifically designated by CLAAS as the competent person to contact’* or by this staff member’s authorized representative exclusively and shall always be at one’s own risk.

For a short-term stay in the factory, external companies (Suppliers) and their staff members will be provided with a permit (“laissez-passer”) at the reception desk, which has to be returned by them, duly signed by the Customer, when leaving the factory, as well as a visitor’s pass. In this kind of stays at the factory, the Supplier and his staff members have to be picked up at the factory gates and have to be accompanied back to the factory gates. Any assignment of the permit or the visitor’s pass to third parties is strictly prohibited.

In the event of a longer stay at the factory (exceeding one day), a time recording chip for external companies (Suppliers) may be issued instead of the permit. This time recording chip has to be returned at the reception desk as well, when leaving the factory, once having finished the work or activity on the plant. As an alternative, the Supplier may register himself in an attendance list which is available at the reception desk. Any assignment of the pass or permit ("laissez-passer") issued to external third parties is strictly prohibited.

Entering the plant grounds and premises of the factory without any of these documents is strictly prohibited.

Entering the factory shops and offices shall be authorized only if this is necessary for the execution of the order.

### **3. Driving / Parking**

Driving on the plant grounds shall be authorized for the circulation of materials and goods exclusively.

Mechanical fitters and craftsmen shall be allowed to drive on the plant grounds with the approval of the *'staff member specifically designated by CLAAS as the competent person to contact'*. Parking on the plant grounds shall be allowed for loading and unloading activities exclusively. Except for this kind of activities, the vehicles have to be parked on the car park specifically intended for this purpose. External companies (Suppliers) have to use the car parks for staff members to which they have access without any restrictions. Visitors' car parks are reserved for guests and visitors of the factory exclusively.

Vehicles on a car park must not obstruct emergency cars and fire fighting vehicles on any account. Only the parking areas marked may be used. The maximum driving speed on the plant grounds is 10 km/h and has to be adjusted to the actual traffic situation. The German Road Traffic Regulations shall be applicable on the plant grounds restrictively. Apart from that, the safety rules printed on the pass ("laissez-passer") are referred to as complementary requirements, which are submitted to the Supplier before he enters or drives onto the plant grounds.

The instructions given by the staff members at the reception desk and by the staff members of the specialized departments have to be followed.

### **4. Controls**

The employee working at the reception desk or the security firm charged by the company is allowed to make controls on vehicles entering or leaving the plant grounds. These controls may be effected on materials, tools and auxiliaries as well as on personal items of the external company (the Supplier and his staff members). These persons shall agree to the realization of such controls without limitation still before entering the factory.

The external company (Supplier) declares being agreeable with any controls effected by CLAAS for safeguarding compliance with these provisions upon acceptance of the purchase order.

## **5. Working Permit / Language Skills**

The external company (Supplier) undertakes to observe all regulations and provisions applicable in labour and social law. In particular, those employees who are not German citizens according to article 116 of the German Basic Constitutional Law and who need a work permit according to § 19 of the German Employment Promotion Act (“ArbeitnehmerFörderungsGesetz”), shall not be occupied without such required work permit. CLAAS reserves the right to carry out suitable spot check controls.

If the external company (Supplier) occupies personnel without suitable knowledge of the German language, the external company (Supplier) shall be committed to ensure by taking appropriate steps that this personnel understands the regulations on labour safety and these Terms and Conditions for External Companies unequivocally and is *able to follow the instructions given by CLAAS' staff members*.

## **6. Obligation to Keep Secrecy**

The external company (Supplier) undertakes to keep and treat as strictly confidential any information, documents, results and findings as well as technical knowledge (know how) to the extent as these have been made available by CLAAS or the external company has become aware of them in any other way. The external company (Supplier) will impose on its staff members and, if necessary, on any other persons to contact the same commitment. The external company (Supplier) may be released from this commitment by an explicit consent in writing given by CLAAS exclusively. The same provisions shall be applicable to electronic data and information. In particular, the transfer of data and information shall be allowed on the basis of an approval in writing given by CLAAS exclusively.

Any kind of video and audio recording is strictly prohibited on the entire plant grounds and the premises of the factory.

## **7. Liability**

The external company (Supplier) shall be liable for any damages resulting from non-observance of the above regulations and provisions. Proof of a suitable employer's liability insurance covering personnel, material and pecuniary loss at a suitable limit of indemnity shall be furnished by the external company (Supplier) before commencing work. CLAAS assumes no liability for any tools, machines, materials and other items lost. The external company (Supplier) assumes full liability for its own tools, machines and materials.

## **8. Social Matters**

The external company (Supplier) undertakes to pay the legal or standard minimum wages according to collective agreements and to pay the social insurance contributions. The corresponding social security proof documents for their employees have to be kept available and have to be presented upon CLAAS' demand.

Observation of the German Labour Protection Act is essential.

## **9. Use of Subcontractors**

In case of a transmission of partial performances of the purchase order to subcontractors, the Terms and Conditions according to this document shall be applicable accordingly. The names of any subcontractors engaged shall be notified to the Customer in due time before their intervention. For his information on the applicable Terms and Conditions for external companies, the Customer has to be advised by the Supplier.

## **10. Introduction of Unauthorized and Illegal Substances**

The introduction of alcohol, medication and / or any other kinds of intoxicants or controlled substances into the plant grounds, their consumption and the entering of the plant grounds and the premises of the factory while being under the influence of alcohol, medication or dope is strictly prohibited.

Smoking is allowed in the areas specifically marked for this purpose exclusively. The applicable fire safety regulations have to be observed.

## **11. Accidents**

In the event an accident should happen, please call one of the following telephone numbers:

Phone: 02586 / 888 7222 (company paramedics) or Phone: 02586 / 888 7000 (reception desk)

The scene of the accident has to be left unchanged if this does not increase the danger. The internal regulations applying to the operation of the external company for the notification of accidents shall remain unaffected by this provision.

*Each Supplier shall be independently responsible for providing First Aid Services.*

### III. Labour Protection / Labour Safety

If external companies (Suppliers) work together at one working place with other external companies (Suppliers) or with CLAAS' staff members, they will be committed to:

- collaborate in the accomplishment of the applicable labour protection rules,
- inform themselves about the dangers related to the work to be carried out on a mutual basis,
- inform their employees about these dangers,
- make an assessment of the potential dangers, submit such assessment to the coordinator in charge (designated by CLAAS) or to the *'staff member specifically designated by CLAAS as the competent person to contact'*, and
- agree upon the action to be taken to prevent the dangers.

In accomplishing the order, the external company (Supplier) shall be committed to observe, at the work site, all applicable rules and prescriptions for the prevention of accidents and for labour protection, the generally recognized rules for technical security, as well as the safety instructions given by the *'staff member specifically designated by CLAAS as the competent person to contact'*.

Any introduction, storage and use of dangerous substances have to be notified to CLAAS and agreed with CLAAS beforehand. The safety data sheet must have been made available to the safety specialist in charge before any first use of such dangerous substances.

The external company (Supplier) shall be compelled to take independently and on its own authority all safety measures necessary for its craftsmen and technical staff, including the protection of the construction area. It shall further be committed to convince itself of the correct maintenance of all applicable safety measures. It shall further be obliged to follow the instructions given by the coordinators and by the safety specialists of the Customer.

### IV. Fire Prevention and Explosion Prevention

Any welding, cutting, soldering, thawing and abrasive cutting work has to be announced to the fire protection officer. Preventive measures have to be agreed with him. The fire protection officer will check and decide in each particular case whether it will be necessary to station a fire sentry.

Any commencement of the work without having submitted the above referenced documents shall be prohibited. The external company (Supplier) will be unlimitedly liable for any consequences resulting from non-compliance with the applicable safety measures, even in the event of a fault committed by any of its staff members or third parties engaged.

Moreover, any kind of smoke-generating work has to be notified to the *'staff member specifically designated by CLAAS as the competent person to contact'* in advance, in order to prevent false alarms triggered by automatic fire extinguishers and alarms. As a complementary measure, **CLAAS' Fire Protection Rules have to be observed** which are either handed over to the Supplier upon his demand or which are available at the reception desk.

### **Evacuation and Rescue Plans:**

The evacuation and rescue plans displayed in the buildings have to be observed. Gathering at the alarm posts and areas indicated is imperative when the evacuation alarm blows and in each case of an evacuation. Observation of the instructions given by the action force is imperative.

## **V. Environmental Protection**

According to the German Federal Immissions Control Act (BImSchG = „Bundes-Immissionsschutzgesetz“), individuals, animals, plants and any other kinds of bodies and items have to be protected against environmental impact.

The external company (Supplier) undertakes to observe all applicable regulations and prescriptions relevant to the environment on the plant grounds and the premises of the factory, in particular those concerning water pollution control, the law concerning waste and refuse and the air pollution law (Technical Instructions on Air Quality Control) as well as the Technical Instructions on Noise Control.

The external company (Supplier) further undertakes to economize charge materials and energy (electricity, gas, water, compressed air etc.) and to prevent unnecessary emission (such as noise, dust, odours, waste and rubbish, sewage, shocks and vibration).

All charge materials, residual materials, waste and rubbish, but in particular combustible liquids, hazardous substances and substances harmful to water, such as acids, bases, toxic caustic substances and waste oil, but also contaminated cleaning cloths have to be transported, maintained, stored and treated on the premises of the factory while strictly observing the applicable legal requirements, to prevent any dangers for individuals, items, the company and the environment. Waste and rubbish as well as residual materials have to be removed from the factory premises once having finished work. The external company (Supplier) shall bear the costs and responsibility for disposal of such waste, rubbish and residual materials.

Any consequences resulting from the violation of legal requirements, regulations or ordinances, especially those concerning dust, noise, odour and shock and vibration emissions shall be at the external company's (Supplier's) charge. Any fines resulting from this kind of violations shall be payable by the external company (Supplier), even if they are imposed on any other than the external company (Supplier). The originator of any damages which might have been caused to CLAAS by non-compliance with said legal requirements, regulations or ordinances shall be held liable for such damages.

## **VI. Use of the IT- Infrastructure**

CLAAS' IT infrastructure may be used for the accomplishment of the tasks contractually agreed exclusively. In particular, this shall be applicable to telecommunication services such as E-mail and Internet access. This means that any private use of the Internet and E-mail software is prohibited.

No other but legally acquired software programmes may be used. If an access to CLAAS' network turns out to be necessary, the use of software will have to be agreed upon with CLAAS.

As a basic requirement, it is strictly prohibited to connect one's personal hardware to the company internal network. This shall likewise be applicable to wireless systems (e.g. WLAN, Bluetooth etc.). Any exceptions to these regulations have to be applied for in advance with CLAAS' responsible senior IT officers either in writing or by E-Mail. A precondition for the authorization of such exceptional use is the installation of suitable protective measures (e.g. an updated Antivirus Protection Programme) on the own computer facilities. The installation and operation of this type of protective software programmes has to be made according to the instructions given by said IT officers.

In case of any emergency operations (e.g. production shutdown), situations may occur in which the IT department is not available or is not able to respond quickly enough, that is within 2 hours' time. In this case, the Claas coordinator in charge may decide on the operation independently and shall be committed to inform the IT department about his decision subsequently.

It is strictly prohibited to modify the software programme and system adjustments on CLAAS hardware equipment. Any modification of data which is not in compliance with the tasks contractually agreed is strictly prohibited. Any system access data assigned (such as passwords) are personal and have to be treated as strictly confidential. They must neither be memorized, nor be transferred nor in any other way be disclosed or made public.

Further, it is strictly prohibited to work under any foreign user identification. The observation of this regulation will be controlled, in particular as regards the use of E-Mail and Internet services. Any external access (RAS) to data, applications and systems has to be applied for in writing with CLAAS' IT department.

## **VII. Construction Sites**

The setting up and the demarcation of a construction site has to be agreed upon with the competent person to contact before commencing work (the same shall apply to construction site accommodation, portable buildings, construction site caravans and the like). The entire construction site, including materials stocks, has to be kept in a clean and neat condition permanently. All paths, emergency exits and fire extinguishers have to be freely accessible at any time. Any cables, wires, conducts, flexible tubes etc. have to be laid in a way that they constitute no hindrance or danger. Once having finished the work, the construction site has to be left in an orderly state. The Supplier is committed to fit his construction site with a suitable power distributor.

### **Particular Dangers:**

Right-turning rotary field, there are no FI protective switches, covered electric lines, gas pipes, oil pipes or similar dangerous items in CLAAS' power network.

## **VIII. Ground Work**

The external company (Supplier) has to seek and obtain suitable information in the corresponding field of work about any existing cables, earth lines and connections, pipelines etc. before commencing any ground work. Initially, any cables detected have to be considered as being live (i.e. current-carrying) cables and they may be touched only with the approval given by the *'staff member specifically designated by CLAAS as the competent person to contact'*.

## **IX. Tools**

If any tools or other auxiliaries are borrowed from CLAAS, they will have to be returned immediately after use, but upon accomplishment of the order at the very latest, otherwise they will be invoiced. The use of such tools or auxiliaries shall be at one's own risk. The external company (Supplier) shall be compelled to convince itself of the usability of the tools or auxiliaries immediately upon their receipt, and to return them in an orderly state. If a repair turns out to be necessary after use by the borrower, the borrower will be charged for this repair work.

## **X. Scaffolds**

The pertinent DIN standards and requirements shall be applicable for the safe installation, reconstruction and abolishment and use of scaffolds. The external company (Supplier) which is responsible for the scaffolding work shall be committed to ensure compliance with these standards and to maintain and keep available the DIN test certificate about the installation, the abolishment and the approval of the scaffold. The mounting instructions for the installation of the scaffold have to be maintained and kept available at the construction site.

## **XI. Use of Lifting Work Platforms and Industrial Trucks / Floor Conveyors**

Lifting work platforms and industrial trucks or floor conveyors used by the external companies must have been approved *by a competent person in charge* and may exclusively be used by those staff members who are able to operate these working aids and engines and who have been instructed and trained on their use and the dangers they could represent. Employees who use such lifting work platforms and industrial trucks or floor conveyors, must be able to submit a written operating order issued by their employer and a valid driving license for the corresponding vehicle (which is only valid in connection with health examinations according to G25). The *'staff member specifically designated by CLAAS as the competent person to contact'* will determine and assign suitable locations for the loading and charging devices of electrically operated lifting work platforms and industrial trucks or floor conveyors. The pertinent applicable safety rules shall be effective in addition.

The instruction and training on the working tools shall be ensured by the *'staff member specifically designated by CLAAS as the competent person to contact'*.

## **XII. Violations or Breach of Contract**

If the external company (Supplier) or any employee of the external company (Supplier) violates any of the provisions of this Agreement, CLAAS shall be entitled to banish the staff member/s concerned from the plant grounds and the premises of the factory. In the event of a repeated offence, CLAAS shall have the right to terminate the order without any further fees or charges to the account of CLAAS and to invoice to the external company (Supplier) any activities which might become necessary within the framework of an alternative or substitute order placed with another company.

The Supplier accepts these terms and conditions when accepting an order.

Claas Fertigungstechnik GmbH Beelen

- Company Management -