



Rules and regulations for works and services on site

Status: 01/03/2020

1 Scope

In addition to the contract/order and the relevant regulations, in particular the accident prevention regulations, the statutory work and environmental protection regulations, such as the building site regulations, the hygiene requirements for food and feed manufacturers as well as recognised rules of technology, these terms and conditions apply to all companies (hereinafter referred to as Contractor) that carry out work (all work, services and other performances) on our premises. The Contractor undertakes to explain these terms and conditions to all employees, including employees of subcontractors, whom it deploys to us within the framework of the contract/order and to ensure that they are complied with.

2 Safety and hygiene regulations

Regulations for safety and hygiene will be provided when entering our premises. Contractor is obliged to actively request them from us.

3 Coordination

Contractor shall be responsible for the interfaces, organisation, clarification and integration of external services, in particular with the installation components and any labour supplied by us. Thus, the Contractor shall be liable for the perfect functioning of the interfaces.

4 Technical assistance

The Contractor shall guarantee an effective, professional technical assistance after the commissioning or delivery of the materials and equipment as part of the scope.

The Contractor undertakes to process all requests for intervention or technical support within 24 hours.

5 Personal protective equipment

The Contractor shall provide personal protective equipment suitable for its personnel and keep it in a properly condition. Our rules and regulations for the use of personal protective equipment (safety shoes, helmet, eye protection, noise protection, respiratory protection, etc.) shall be complied with.



Safety shoes shall be worn throughout the entire work premises. Safety glasses and helmets shall be worn where it is required (on the whole site or in specially marked areas, depending on the safety policy of the site). Other protective equipment (noise protection, respiratory protection, etc.) shall be used according to the type of work involved.

Additional rules and regulations for works and services on site can be mandatory and vary from one site to another. The Contractor commits himself to learn them by contacting the local Plant Safety Advisor before starting the works or services and finally to apply them.

6 Contractor's responsibility

The Contractor shall perform its supplies and services on its own responsibility. The Contractor shall provide for such in close consultation with us and/or with the latter's authorized representative. The Contractor shall provide the personnel, the Contractor's own industrial safety equipment as well as – to the extent required – the Contractor's own devices, tools and machines. The Contractor shall regulate these obligations correspondingly for his subcontractor's works.

The Contractor shall designate a responsible project manager who leads deployment of the entire personnel with corresponding powers to issue instructions and who receives the documents required for execution of the work from our authorized agent. The Contractor shall be obliged to organize the handling and the deployment of the Contractor's vicarious agents.

A copy of the insurance policy covering third party liability risks will be sent to the requester.

7 Compliance with statutory and regulatory provisions

7.1 The Contractor declares in accordance with the Act of 4 August 1996 on the well-being of employees at work, as amended from time to time, and with its implementing decrees, to meet the following provisions:

- a) the Contractor undertakes to comply and have his subcontractors comply with the obligations with regard to the well-being of employees at work which are typical of the facilities where he will be executing works;
- b) if the Contractor does not or not entirely comply with the obligations referred to under a), the employer at whose facilities the works are executed can take the necessary measures, in the cases provided in the agreement, and at expense of the Contractor;
- c) the Contractor who hires (a) subcontractor(s) for the execution of works at the employer's facilities undertakes to include in the agreement(s) with this (these) subcontractor(s) the stipulations as referred to under a) and b), which means in particular that he, if the subcontractor fails to (fully) comply with the obligations referred to under a), will take the necessary measures in the cases provided in the agreement, at the expense of the subcontractor.



- 7.2 In general, the Contractor shall comply with all obligations it may have under any statutory and regulatory provisions, including but not limited to the provisions of social security and tax law. At our written request the Contractor shall provide us with a certificate issued by the National Social Security Agency confirming full compliance with all applicable social security legislation.
- 7.3 The Contractor declares to have knowledge of the coordinates of the website www.minimumlonen.be and declares that he will pay the owed wages to its employees and will pay them in the future.
- 7.4 In particular, the Contractor shall comply with any statutory and/or regulatory implementation of the European Work Equipment Directive, the General Health and Safety at Work Regulations (ARAB), the General Regulations on Electrical Installations (AREI), the Royal Decree of 25 January 2001 on temporary and mobile workplaces, and any regional environmental regulations, all as amended from time to time. This list shall in no way be construed as exhaustive.
- 7.5 The Contractor shall immediately inform us of any non-compliance of any of our installations or processes with the applicable statutory and/or regulatory provisions, unless it is the very purpose of the Project to conform those installations or processes to the applicable statutory and/or regulatory provisions.

8 Subcontractors

If the Contractor wishes to have its deliveries/services performed in part by third parties (subcontractors), our prior written consent is required. Such consent shall not release the Contractor from its sole responsibility. The Contractor shall be responsible for deliveries/services of its subcontractors as for its own deliveries/services.

If the Contractor or any of its subcontractors employ foreign workers, they shall comply with legislation on the registration of foreign workers (https://www.socialsecurity.be/foreign/fr/employer_limosa/home.html), with the issue of the social security forms "E101" and work permit.

9 Material subject to periodic safety check

The material/equipment subject to a periodic security check by an approved notified body (lifting equipment, ladder, fire extinguishers, slings, life lines) are mandatory provided with its safety form, with the CE certificate and with the Examination Before Setting Into Service report.



10 Surplus parts when providing the service

The Contractor delivering a standard set of parts for a service, shall take back items which are not needed and, if the parts have been invoiced in advance, will issue a credit note.

11 Plant Access

Contractors without access card (badge) have to register each staff member at every access (in as well as out) at out premises.

The passenger or animal accompanying the driver is not allowed to exit the vehicle within the whole site, independently of the duration of the (un)loading.

12 Site waste and packaging

In general waste shall be disposed in a proper way and sorting is mandatory. Pollution of sorting will be back charged. Whether internal container can be used or the Contractor shall provide its own containers may vary from site to site. The Contractor commits himself to learn the site specific rules by contacting the local Plant Safety Advisor before starting the works or services and finally to apply them.

Unless otherwise specified in this order, any parts dismantled or replaced remain our property. The working area the Contractor will occupy during intervention shall be left clean and clear, as it was at arrival. If waste is not taken away as appropriate (please note the "hazardous" category), we will duly remove it, billing the costs for subsequent treatment thereof.

13 Consequences of non-compliance

In the event of non-compliance with these conditions, we may, among other things, expel the Contractor's personnel from our premises. We reserve the right to assert further rights, e.g. claims for damages, etc.

14 Agreement

The Contractor declares its agreement with all conditions and undertakes to instruct its personnel in accordance with these conditions. The agreement and the correctness are acknowledged with the acceptance of the order. Changes shall be made in writing.