

These conditions apply to all companies (hereinafter referred to as the 'Supplier') working on the premises of Blohm+Voss B.V. & Co. KG (hereinafter referred to as 'Blohm+Voss') and/or on the ships on these premises (hereinafter jointly referred to as the 'Yard') and form an integral part of contracts with Suppliers unless otherwise agreed in the purchase order.

1. General, payment

As a matter of principle, the Supplier itself shall carry out the work commissioned in the purchase order. Should the Supplier wish to deviate from this stipulation, its subcontractors and their contacts shall be made known in writing to Blohm+Voss at the time of order confirmation and in any case prior to commencement of the work. Provided that Blohm+Voss raises no objections to the involvement of these subcontractors, these conditions shall be agreed between the Supplier and the subcontractors in question.

Rules and regulations concerning health and safety at work as well as environmental protection shall remain unaffected by any separate agreements between the parties and apply to all parties. The statutory rules and regulations concerning health and safety at work as well as environmental protection are integral parts of these Conditions and apply without limitation to all work on the Yard.

Blohm+Voss will invoice for the personnel and/or services (such as (outpatient) medical care, medical treatments of any kind, occupational medical check-ups, occupational fitness examinations, etc.) provided by the Blohm+Voss Occupational Health department (occupational health physicians, health centre staff, medics, A&E station, etc.). The costs shall be charged as per the German regulations on medical physician's fees as applicable at the time (currently the 'Gebührenordnung für Ärzte' or GOÄ) with an increase factor of 2.3 applied, or based on comparable services listed there, if necessary (unless there is a separate service agreement between the Supplier and Blohm+Voss covering any such medical and health services).

Blohm+Voss will invoice for infrastructure services as well as fire brigade and security personnel and/or services. The costs shall be charged as per the attached "Fee Schedules" as applicable at the time (unless otherwise agreed upon in writing with Blohm+Voss), hereinafter the "Fee Schedules".

2. Working regulations, working hours

The Supplier shall ensure that only personnel with valid work permits as well as relevant certificates in compliance with German legislation are employed for executing deliveries and services on the Yard. Secondment certificates (A1, E 101, E 102) are especially required for the employment of foreign employees from the European Economic Area (EEA including Switzerland). The Supplier shall ensure that the work permits and relevant certificates are on hand during the entire duration of the work of its personnel and are presented upon request.

Blohm+Voss is entitled to make copies of the original documents and demand to see the originals of these documents at any time.

The working time and breaks shall be adapted to procedures on the Yard. For work carried out outside of normal working hours, prior agreement must be obtained from the Blohm+Voss works engineer or project engineer in charge. Entry to the Yard is permitted only for the purposes of making deliveries or providing services.

The Supplier shall nominate and provide a Site Manager – with German language skills, if possible. The 'Coordinator' forms shall be completed and signed by the Supplier and given to the responsible coordinator for Blohm+Voss before work is started.

3. Provision of open areas, shop floor and offices; erection of buildings

If and when available, and upon concluding a written usage agreement, the following can be made available to the Supplier: storage, office, workshop and staff rooms, or outside areas for temporary or longer-term storage and for holding storage and office containers or other temporary buildings, in areas of the Yard designated and approved for this purpose. Space and open areas shall be assigned upon written application and inspection by the Blohm+Voss Technical Services/Infrastructure department. The assigned space/areas shall be maintained by the Supplier. Rent or leasing fees will be charged in accordance with the "Fee Schedules" as applicable at the time.

The use of spaces and the erection and operation of buildings shall comply with statutory requirements and regulations as well as any usage conditions agreed upon with Blohm+Voss. Blohm+Voss is entitled to enter areas and buildings at any time for the purpose of carrying out the necessary checks for risk prevention; reasonable instructions from Blohm+Voss must be followed. Storage of hazardous materials on the Yard (with the exception of amounts needed for the day) is strictly prohibited. Exceptions to this (e.g. in a separate hazardous materials container) must be agreed upon with the responsible coordinator and the Environmental Protection Officer at Blohm+Voss. External storage of hazardous materials can be requested from Blohm+Voss with costs.

Where the infrastructure is available, required energy connections will be provided by Blohm+Voss against payment but only for installations that comply with regulations. The Blohm+Voss Energy Management department will fit existing equipment with a timer in order to prevent operation during enforced cut-off periods (these times can be obtained upon request from Energy Management). Energy consumption for the aforementioned uses will be read off jointly on meters (where present) and charged in accordance with the "Fee Schedule" as applicable at the time. Required telephone connections must be applied for in writing to the Telecommunications department and cancelled in writing once they are no longer in use. The applicant will be charged for the connection costs, line charges and any costs resulting from failure to cancel the connection. Post received at the Yard and addressed to the Supplier can be collected during normal business hours from the 'Post Office' in Hall 2. The Supplier shall pay Blohm+Voss (or commissioned third parties) for the use of 'Post Office' personnel and/or services. Costs shall be charged in accordance with the "Fee Schedule" applicable at the time (unless otherwise agreed upon in writing with Blohm+Voss).

If the Supplier wishes to use the rooms or spaces provided to it for carrying out work for third parties, prior written permission shall be obtained from Blohm+Voss. The rooms or spaces used by the Supplier (including containers) must be marked with the company name, the name of the Site Manager/contact person and their contact details (mobile number).

Upon expiry of the usage period, the Yard shall be entitled to clear/clean the rooms or spaces at the expense of the Supplier. Upon completion of the contract, the rooms/spaces must be returned to the Blohm+Voss Technical Services/Infrastructure department.

4. Auxiliary workers, materials, equipment, etc.

Blohm+Voss will not provide auxiliary workers, materials, tools, equipment, machinery, means of transport, cranes, etc. nor assist in such activities as the repair of the Supplier's equipment.

Should such facilities be required for the purposes of providing the agreed services, use of said facilities requires prior written agreement. The Supplier shall protect any provided Blohm+Voss property from damage, loss and theft, maintain it and return it after use without delay to the designated department. The Supplier agrees to fully reimburse Blohm+Voss for damages incurred by the use of and late return or failure to return said property. Blohm+Voss accepts no liability for personal or property damages due to carelessness during the execution of the aforementioned services unless said damages are the result of gross negligence or wilful intent on the part of the legal representative or senior management of Blohm+Voss or their vicarious agents.

Electrical power, technical gases and pipe water will be provided as customary on the Yard in accordance with the available supply equipment, provided they are necessary and directly related to the work to be carried out. The Supplier must ensure that these energy supplies are used as economically as possible. For energy supplies required outside of normal working hours, arrangements must be made with the appropriate Yard departments.

Before using the aforementioned facilities, the Supplier shall check the quality and characteristics of the media, familiarize itself with the location and the number of connection points, and check the condition of the energy distribution equipment. Furthermore, the Supplier shall clarify any questions with the relevant Yard departments and instruct the employees involved in the proper use of said supplies. Hoses, fittings and technical gases are to be obtained exclusively from Blohm+Voss against payment and kept in proper working order. They will be maintained only by Blohm+Voss. Own equipment is not permitted to be used. In the event of any lengthy downtimes (breaks) and at the end of each working day, the hoses must be removed from the rooms, disconnected and secured against unauthorised use. Electrical energy can only be drawn from existing, fuse-protected outlets with the required electrical power and current ratings. This restricts use to VDE-compliant electrical consumers with approved connections. Any connections beyond socket outlet points to main distributors and any changes to them may only be carried out by authorised Yard personnel, and the applicant will be invoiced accordingly.

Blohm+Voss will provide illumination in the form of space, route and room lighting. Responsibility for the provision and operation of regulation-compliant workplace lighting generally resides with the Supplier. On Blohm+Voss property, should ventilation or heating be required at workplaces occupied both by Blohm+Voss and the Supplier simultaneously, this will be provided and operated by Blohm+Voss.

If work being carried out by the Supplier is likely to result in the generation of explosive gas/air mixtures, this must be reported to the Blohm+Voss project manager and to the Blohm+Voss Health & Safety and Yard Security departments before work commences. The Supplier shall ensure that all equipment provided and operated by it as required for the work being carried out is 'explosion-proof'.

The Supplier agrees to use only work equipment that has been approved in accordance with the German Ordinance on Occupational Health and Safety (Betriebssicherheitsverordnung - BetrSichV) on the Yard. A current approval certificate must be kept on hand at the place of use.

In the case of burning and welding, only burners, hoses and pressure-relief valves from Blohm+Voss may be used.

5. Yard security

The Yard may only be entered with a valid yard access card or entry permit. The Supplier shall ensure that its staff identify themselves with a national identity card or passport in order to obtain a yard access card or entry permit.

A day pass/entry permit is valid for max. five working days. Day visitors must be registered at reception by the relevant Blohm+Voss contact person using the 'visitor pre-registration' procedure.

Together with placing an order, the partner company and subcontractor is provided with a link to the registration portal FreMa (for supplier staff passes). Upon successful registration the Supplier can register the work assignments for its staff. Blohm+Voss approves the work assignments.

The current progress can be viewed by the Supplier registering the assignments.

The current pass fee shall be paid by the Supplier in cash.

The Supplier's staff shall carry their yard access card with them at all times. Any misuse or abuse of the passes shall lead to the immediate removal and ban of the perpetrators – and in particular circumstances, of the Supplier itself as well – from the Yard.

It is strictly forbidden to take any photographs or videos, make sketches or use any other type of visual means of recording or documentation (also in consideration of secrecy measures) at the Yard unless Blohm+Voss has issued a valid permit for taking pictures in the area in question. Any violation of this provision shall entitle Blohm+Voss to confiscate any photos, films, videos, sketches and the like where the interests of Blohm+Voss are affected, and will lead to the immediate removal and ban of the perpetrators – and in particular circumstances, of the Supplier itself as well – from the Yard.

If security interests are affected, Blohm+Voss Yard Security and the Security Officer are entitled to forbid employment of certain Supplier employees at the Yard without having to state reasons.

All of the Supplier's employees must undergo checks arranged by the Blohm+Voss. When passing the Yard's gate, written verification of authorisation must be shown for the introduction of any materials, tools, etc. to the Yard.

Unauthorised entry to installations, buildings or rooms other than those being necessary to carry out the work is forbidden. Blohm+Voss property must not be removed from the Yard or used for purposes other than those authorised by Blohm+Voss without special permission.

The German Road Traffic Act (StVO) applies on the Yard. The maximum permitted speed is 20 km/h. Heavy goods and track vehicles shall be given right of way. Crane operation must not be obstructed. Due to the nature of operations on the Yard, maximum alertness and caution must be exercised when driving on the Yard. Accidents must be reported to Yard Security immediately. At the risk and expense of the Supplier, Blohm+Voss is entitled to remove any parked vehicles of the Supplier which are causing an obstruction, as well as vehicles parked in non-designated areas. The Yard shall accept no liability for damages caused by third parties. More information on rules for driving on the Yard can be found in the Partner Company Manual, which will be provided by the responsible coordinator to the Supplier when work is started on the Yard.

6. Security and secrecy concerning defence projects

The Supplier agrees to follow the instructions of the German Federal Ministry for Economic Affairs and Energy and/or the German Federal Ministry of Defence concerning security and secrecy, including specifically the request to exclude certain persons from the Supplier's execution of works on the Yard. Should the Supplier fail to follow this request, Blohm+Voss shall be entitled to terminate the contract with the Supplier with immediate effect, or to withdraw from the contract should the contractual work already performed by the Supplier for Blohm+Voss by that time be found to be unusable.

The Supplier and any staff of the Supplier who shall perform contractual works on the Yard shall only be permitted to work in military installations/high security areas on the Yard after the Blohm+Voss Security Officer has been given due prior notice. At the beginning of the assembly phase, the entire military vessel shall become a high security area so as to prevent sabotage by individuals. By that time, the staff deployed by the Supplier must have undergone the required security check (Ü2vps) to comply with sabotage prevention requirements. The Supplier must confirm in writing the successful security checks to the Blohm+Voss Sabotage Prevention Officer / Security Officer prior to commencement of works.

7. Safety regulations

Before commencing any activity, the Supplier shall instruct its staff and ensure compliance with all safety regulations as set out in Section 8 of this document. The Supplier shall nominate a Safety Officer with Blohm+Voss, who will be responsible for ensuring compliance with safety regulations.

It is forbidden to bring alcoholic drinks or other narcotic substances into the Yard, to consume such substances there and to arrive for work in an intoxicated state.

Instructions issued by the Blohm+Voss Health & Safety and Yard Security departments shall be followed unconditionally and immediately.

8. Health and safety at work and protection of the environment

The Supplier agrees to ensure observation of and compliance with the regulations regarding accident prevention and safety at work which apply to the Supplier, the generally recognised safety and occupational medicine regulations, as well as the German regulations governing environmental protection, e.g. the Equipment Safety Act, Occupational Health and Safety Act, Ordinance on Hazardous Substances, Working Hours Act, DIN standard, VDE regulations, VDI guidelines, the applicable building code, the Federal Emission Control Act, Closed Substance Cycle Waste Management Act, Waste Management Act, Water Management Act and Hazardous Goods Regulation. The same shall apply to Yard internal safety regulations and procedural instructions.

Due consideration must be given to the special conditions at the Yard, and all measures shall be agreed with the responsible Blohm+Voss departments (coordinators). The coordinators shall be authorised to issue instructions to the Supplier and its employees.

The Supplier agrees to coordinate the work with its subcontractors in the same way in compliance with legal regulations and agree upon the work with Blohm+Voss coordinators.

The use and application of equipment and systems provided by Blohm+Voss is at the user's risk. Should it become necessary to modify any such equipment or systems, the responsible Blohm+Voss department shall be informed. Unauthorised modification is prohibited.

Safety equipment, including fire fighting equipment, shall not be removed, rendered unusable or used for purposes other than those for which it was designed. Hoses for technical gases shall be kept in good condition and, during longer downtimes or breaks, taken out of tanks and confined spaces or disconnected altogether. Special care must be exercised when handling fire and flammable objects.

Smoking is permitted in designated areas only.

Upon finishing work, the work area and the break rooms and cloakrooms shall be left in such a condition that they pose no fire or accident risk. Existing regulations forbidding the use of open flames in specific areas shall be strictly observed.

Emergency exits shall be kept unobstructed and signs visible at any time.

Reports to the relevant employer's liability insurance association (Berufsgenossenschaft - BG) shall remain the responsibility of the Supplier. In the event of an accident having occurred on the Yard, the Supplier shall provide a copy of each accident report submitted to the BG to the Blohm+Voss Health & Safety department. If required for certain works to be effected on the Yard, the Supplier agrees to provide records confirming that required occupational medical check-ups have been completed. The Supplier may also have these medical checks carried out by Blohm+Voss Medical Services. The costs shall be charged as per the German regulations on medical physician's fees as applicable at the time (currently the 'Gebührenordnung für Ärzte' or GOÄ) with an increase factor of 2.3 applied, or based on comparable services listed there, if necessary.

The Supplier shall stay up to date about procedural instructions and conditions imposed by supervisory bodies by maintaining contact with the Blohm+Voss Environmental Protection Officer and shall take all necessary measures.

The Supplier agrees to work in such a way that waste material is avoided or properly disposed of or, where avoidance or recycling is not technically feasible, to dispose of waste at its own expense without endangering the general public.

Packaging material shall be the property of the Supplier and shall be removed from the site immediately. If 'special waste' ('hazardous waste' according to § 48 No 2 of the German Closed Substance Cycle Waste Management Act (Kreislaufwirtschaftsgesetz - KrWG), with reference to the European Waste Catalogue (Commission Decisions 2000/532/EC and 2001/118/EC)) is unavoidable, the Blohm+Voss Waste Disposal Officer must be informed prior to commencement of work. The implementation and mandatory recording of disposal of the waste is an inseparable part of the Supplier's contractual obligation. There is the option of having the waste disposed of by the waste disposal company working for Blohm+Voss, at the Supplier's cost and risk.

Cleaning or washing vehicles, machinery, equipment, installation parts or other objects is strictly prohibited throughout the entire premises. Exceptions can only be approved by the Environmental Protection Officer.

Vehicles, machinery and equipment are only permitted to be serviced and given operating materials in areas approved by the Blohm+Voss coordinator. Substances that pose a risk to water or objects contaminated or containing such substances are only permitted to be stored, filled or handled throughout the entire premises if the respective safety instructions for handling such substances are included. The corresponding safety instructions must be kept on site and presented upon request to the Blohm+Voss Health & Safety and Environmental Protection department.

Deliveries of hazardous goods must be reported to the project manager at least 24 hours in advance. The Supplier is responsible for the transportation of the hazardous goods.

The hazardous goods must be transported in accordance with legal requirements (e.g.

ADR, GGVSEB, RID, IMDG CODE). Improperly delivered hazardous goods may be rejected by Blohm+Voss at the Yard's gate at the expense of the Supplier. The introduction of substances that are carcinogenic, mutagenic or toxic to reproduction (CMR substances) is strictly prohibited. If the use of CMR substances is absolutely necessary in order to carry out the work, a special permit from the Blohm+Voss Health & Safety and Environmental Protection department is required.

The use of substances or mixtures as per the German Solvent Ordinance (31. Bundesimmissionsschutzverordnung - BImSchV), § 3 Para. 2 and 3 (CMR substances, volatile organic compounds) and anti-fouling paint with the following toxic ingredients are also prohibited: mercury compounds, arsenic compounds, hexachlorocyclohexane (HCH), polychlorinated biphenyls (PCB), polychlorinated terphenyls (PCT), cadmium compounds, zinc chromate and organic lead compounds.

The Supplier shall be liable to Blohm+Voss for any damages incurred as a result of infringement of occupational health and safety or environmental regulations on the part of the Supplier or its vicarious agents. The Supplier shall indemnify and hold Blohm+Voss harmless from any and all third-party claims brought as a result of such infringements.

9. Typical Yard disruptions

Typical Yard disruptions, such as power failures, crane waiting times or schedule changes shall not affect the schedule agreed between the Supplier and Blohm+Voss, unless the Supplier notifies Blohm+Voss in writing of such a disruption within two days of it having begun and provides evidence that said disruption will affect the date of completion of the work. In this case the parties shall agree upon an adjustment to the schedule and the date of completion.

10. Liability

Blohm+Voss accepts no liability for personal or property damages of the Supplier or its employees nor for damage to equipment, tools, materials and other objects owned by the Supplier or its employees, unless said damage is the result of gross negligence or wilful misconduct on the part of the legal representative or senior management of Blohm+Voss or their vicarious agents.

The Supplier agrees to hold Blohm+Voss safe and harmless from any claims for damages made by the Supplier's employees or third parties that are the result of the conduct of the Supplier or its employees on the Yard. The Supplier agrees to take out and maintain at its own expense general liability insurance, covering personal injury, property damage and financial losses, with an adequate insured sum, which covers the personal liability of the employees whom the Supplier engages in fulfilling the contract as well as all liability claims by Blohm+Voss against the Supplier. Upon request of Blohm+Voss, the Supplier shall present the policy or confirmation from the insurer in order to verify that it has met its insurance obligations.

11. Living on the premises

Establishing living quarters either on the Yard or in the car park off the Yard's premises is not permitted.

12. Non-compliance

Should the aforementioned regulations be repeatedly or seriously infringed by the Supplier or its employees, Blohm+Voss shall be entitled to terminate the contract without notice. In addition to this stipulation, in the event of infringement of the aforementioned regulations, Blohm+Voss shall have the right to deny individual employees of the Supplier access to the Yard.

Enclosures:

The following Fee Schedules/price lists in their current valid version shall be deemed integral parts of these 'Conditions for working on sites operated by Blohm+Voss'. Updates, modifications and/or price changes may occur. The current Fee Schedules can be obtained from the coordinator of the relevant Blohm+Voss department:

- (A) Fee Schedule – fire fighting services
- (B) Fee Schedule – infrastructure
- (C) Fee Schedule – Post Office
- (D) Fee Schedule – medical services

Last updated 08/10/2020