

General Supplementary Conditions: Industrial Safety (GSC Industrial Safety)

These Supplementary Conditions (GSC Industrial Safety) govern the requirements to be met in industrial safety for awards of contracts/orders between companies as client/buyer and third parties as contractors for whom the applicability of these GSC Industrial Safety conditions has been contractually agreed, and any of their sub-contractors (cf. item 3¹).

1. Scope

Contractors and any of their sub-contractors must adhere to the GSC Industrial Safety, the variously applicable provisions of national and European law, specifically Directive 89/391/EEC and the relevant separate directives as the minimum standard. The contractor shall notify the client in writing without delay of any contradictions that become apparent between the various regulations. In principle, the provision that ensures the higher degree of industrial safety shall have priority. In case of doubt, contractor and client shall, wherever possible, discuss the situation and agree on an amicable solution. If no solution comes about, the client shall decide.

Specific reference is made to the legal consequences of infringements of these GSC Industrial Safety conditions, especially as set forth in item 20.

2. Contractor's responsible person / Technical expertise and language skills

Failing other express arrangements in the order, all work must be executed under the leadership and supervision of a responsible person authorized to represent the contractor on site, plus a deputy, e.g. construction manager, project manager, work supervisor (hereinafter: "responsible person").

The contractor shall inform the buyer of the names of the responsible person and his deputy without delay, though no later than 10 working days prior to the start of work, using the form attached as annex (**Annex 1**).

The responsible person and the deputy must have the necessary reliability, expertise and physical fitness as well as sufficient written and oral language skills in the local language of the place of performance or in an agreed project language to be able to understand the buyer's instructions and to pass them on to the workers deployed by the contractor in a language they understand. In any work in or close to electrical plants, the contractor's responsible person and any acting supervisors commissioned by him must, as a matter of principle, be able to furnish evidence of qualification as a "person instructed in electrical engineering (*EuP*)".

¹ Items without any detailed designation are those in these GSC Industrial Safety

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

To the extent necessary to perform his tasks, the responsible person shall charge further supervisors with the management and supervision of specific works on site and name them to the buyer in writing prior to the start of any work (**Annex 1**). The supervisors must be instructed by the responsible person in line with the induction(s) received from the buyer and must meet the same requirements as those called for in the responsible person.

Wherever the responsible person makes use of one or more such supervisors, the former shall remain responsible for their supervision, for unequivocal delimitation of their tasks and powers and for the coordination of orderly cooperation. If a supervisor is prevented from performing his task and another supervisor cannot be deployed, the responsible person or his deputy must perform the supervisor's tasks themselves.

The contractor, using suitable arrangements, shall ensure that the responsible person and any supervisors employed are able to perform their tasks and exercise their authority. Specifically, they must have the requisite right to issue instructions to the contractor's employees. During execution of the works, the responsible person, his deputy or a supervisor tasked by him must be present and always be reachable on the company grounds/construction site or building site.

All of the contractor's employees must be able to understand emergency instructions in the national language of the place of performance or in any agreed project language, and to read warning and other signs. The contractor and his employees must also be familiar with the meaning of any safety markings at the place of deployment.

3. Sub-contractors

Unless the deployment of sub-contractors is excluded by contract, and if the contractor intends to have the contract performed by third parties or together with third parties (sub-contractors), the contractor shall obtain the client's or the buyer's written consent to the deployment of sub-contractors no later than 10 working days prior to job execution. In this case, the contractor shall also disclose in writing the name, address and any compulsory accident insurance (incl. member number) of the envisaged sub-contractor. The client or buyer may refuse his consent if reasons are known that raise doubts as to proper contractual performance.

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

The contractor, in his turn, shall impose a duty in writing on any subcontractors he deploys to adhere to the applicable GSC Industrial Safety conditions, and obtain the powers and rights to issue instructions, so that his duties under these GSC Industrial Safety conditions (e.g. the responsible person pursuant to item 2) can be met and enforced in dealings with any sub-contractor and the latter's employees. The contractor shall also check that the sub-contractor does, in fact, obey these conditions and shall bear responsibility for this. Any infringements of these GSC Industrial Safety conditions by the sub-contractor shall be treated as if they were the contractor's own infringements.

If the deployment of sub-contractors is not excluded by contract and the contractor deploys sub-contractors without the above written consent of the client or the buyer as the client's representative, the client or the buyer may forbid the continuation of any works by the sub-contractor. In this respect, the contractor shall remain answerable for adhering to the time schedule and any other contractual content (e.g. industrial safety, environmental protection, quality).

4. Registering/De-registering

Each of the contractor's employees must register and de-register pursuant to the local rules applying at the place of performance on the company grounds/construction site (e.g. construction-site rules, the buyer's stipulations, etc). The contractor shall familiarize himself with the applicable local rules prior to job execution.

5. Job execution

The contractor may not start the work until the buyer has given the contractor's responsible person induction training. The buyer can order an interruption to the works if this is necessary, e.g., to avert an imminent danger due to the contractor failing to heed industrial-safety rules.

6. Health and safety management systems (HSMS)

Failing other explicit arrangements in the order, contractors must - for the entire duration of job execution - have a health and safety management system (*HSMS*) in place and give evidence thereof upon demand. As evidence, all generally recognized certification procedures (e.g. SCC, SeSaM, BG procedure, etc) are accepted. Contractors do not need an AMS if the order covers exclusively commercial or consulting services or work (e.g. IT services, consulting, letter and parcel deliveries), to be rendered in operational areas where no personal protection equipment is required for the commercial or consulting staff working there.

7. Risk assessment

The contractor shall, in line with the provisions of statute, specifically pursuant to Arts. 6, 7, 9 of Directive 89/391/EEC, make an assessment of the risks associated with the work of the employees he deploys, take the requisite protection measures and draw up suitable records (risk assessment) on this prior to the start of any work.

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

This risk assessment must take account of all aspects that may lead to accidents, health hazards or damage, like the shape given to, and the setting up of, the work area, the selection and deployment of work material and equipment (inter alia, provisional solutions used in assembly work, lifting tackle, scaffolding, etc), the work-environment conditions, the qualifications as well as the personal performance prerequisites of the employees deployed.

In work procedures and assembly concepts, account must be taken of the assembly sequence and progress, incl. all of the above aspects, in any risk assessment.

To be able to collaborate at short notice on implementing safety- and health-protection provisions, the contractor shall keep the records concerned available at the deployment site and submit same to the buyer upon demand. The contractor alone remains responsible for the correctness and adequacy of the risk assessment and for the measures to protect workers derived therefrom.

On construction sites where safety- and health-protection coordination is necessary as defined by the provisions of European law (e.g. Directive 89/391/EEC), the risk assessment must be submitted to the buyer at least 8 weeks prior to the start of any work.

8. Safety pass

Failing other express arrangements in the order, the contractor shall be responsible for ensuring that each of his employees deployed has on their person, during job execution on the company grounds/building site or at the place of performance of the client, a safety pass pursuant to the specimen of Germany's registered Trade Association for Natural Gas and Petroleum Extraction (WEG) or the German Society for Petroleum and Coal Science and Technology (DGMK²) in which all important information on an employee's health and industrial safety are entered.

A safety pass is not required for employees if the order covers exclusively commercial or consulting services or work (e.g. IT services, consulting, letter and parcel deliveries), to be rendered in operational areas where no personal protection equipment is required for the commercial or consulting staff working there.

It must be submitted to the buyer for inspection upon demand. The contractor shall ensure that the safety pass - irrespective of any other documentation duties - contains the relevant, updated information for the ordered activity. Any employees encountered without a safety pass or whose safety pass contains obsolete data may be expelled from the deployment site.

9. Triggering and coordination of industrial-safety measures

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Obtainable from: Stroher Druckerei & Verlag KG, H.-H.-Warnke-Str. 15, D-29227 Celle, Phone: 05141/98590, Fax: 05141/86627, E-mail: mail@stoehrer-druck.de

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

In his work area, the contractor is responsible for triggering and implementing any industrial-safety measures. The contractor has a duty, and shall instruct the employees he deploys, to perform any work in such a way that the safety and health protection of both the employees he deploys and of other persons working in the proximity of the workplace is ensured at all times.

To the extent that execution of several orders of the client or the buyer overlaps in time and space, the buyer shall, where required or prescribed, avoid any mutual risks to several contractors and name a coordinator in charge of reciprocal coordination of the industrial-safety concerns of the various contractors. However, this shall not release the contractor from his own responsibility - specifically his supervisory and coordination duties - in dealings with his own employees, and from checking the employees of any sub-contractors deployed by the contractor.

The contractor shall, upon the occurrence or manifestation of any risks, seek coordination with the other contractors and notify the buyer without delay, so that suitable protection measures can be taken. The contractor undertakes to obey any instructions issued in this connection by the buyer or his coordinator.

10. Handling of work materials

The contractor is responsible for the necessary safe equipment, the orderly condition and safe operation of all work materials and equipment it deploys in performing any work. Any work materials or equipment provided by the buyer shall be checked for obvious defects prior to use. Any defects noted shall be reported to the buyer without delay. Any test intervals noted on work materials shall be heeded.

As regards the use of work materials and equipment made available to the contractor by the buyer, the latter's various operating instructions shall be heeded. Within the scope of his risk assessment pursuant to item 7, the contractor has a duty to check whether, in his view, further-going protection measures are necessary in a specific case.

10.1 Electrical equipment

The contractor is responsible for using only such electrical equipment as has been checked to ensure orderly condition pursuant to the relevant regulations. Such checks shall be replicably documented. For work in confined spaces, containers, shafts, etc, and in areas with heightened electric hazards, special requirements (e.g. safety extra-low voltage, fuse disconnection, etc) shall be heeded.

10.2 Cranes, aerial platforms, electric lifting tackle, industrial trucks and vehicles

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

All vehicle operatives must have the necessary driving permit (e.g. driving licence, qualification certificate) and must heed local traffic regulations. Available seatbelts must be used when driving. Any additional requirements to be met by industrial trucks, like acoustic or optical back-up alarms, shall be defined within the scope of the risk assessment (cf. item 7), taking account of the environs or the deployment site. Persons in the cage of mobile aerial platforms must always protect themselves from falls by using personal protection equipment (PPE) (on this, see also item 12).

In the event that the contractor's personnel is to operate the buyer's cranes, aerial platforms, electric lifting tackle, industrial trucks or vehicles, the contractor shall submit to the buyer a list with the names of the persons who are to operate such equipment at least 10 days prior to the start of any work. In such a case, the contractor may only start work using such equipment when the buyer has given the contractor's named personnel induction training. During induction training, the buyer shall be submitted the requisite qualification certificates unasked.

In any work close to unprotected, active, live parts, the following distances (vicinity zone) must be maintained to all parts of cranes, aerial platforms, electric lifting tackle, industrial trucks or vehicles:

- up to 1 kV min. 1 m
- from 1 kV to 110 kV min. 3 m
- from 110 kV to 220 kV min. 4 m
- from 220 kV to 380 kV min. 5 m

Particular heed shall be paid to special rules applying beyond this to **aerial platforms** in the area of overhead lines with unprotected parts up to 1 kV (item 10.2.1) and to **cranes and aerial platforms** in the area of locked electric operational facilities with unprotected, active parts with a nominal voltage above 1 kV (item 10.2.2).

If these distances cannot be safely kept, the plants must be disconnected from the mains (isolation). If this is not possible, further procedure shall be reviewed with the buyer (e.g. applying admissible working methods for work under voltage).

10.2.1 Deployment of aerial platforms in the area of overhead lines with unprotected, active parts up to 1,000 V

Aerial platforms deployed for work in the vicinity of < 5 m of unprotected, active parts under voltage with nominal voltages of up to 1 kV, must be insulated for this nominal voltage (1 kV).

10.2.2 Deployment of cranes and aerial platforms in the area of locked electric operational facilities with unprotected, active parts with nominal voltages above 1 kV

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

In any work in the area of locked operational facilities with unprotected, active parts with nominal voltages above 1 kV, cranes and aerial platforms must be dimensioned in such a way that the entire equipment (in the case of aerial platforms, incl. the work cage) can be earthed and included in the station's earthing system. The crane or aerial platform must have at least one ground clip and must (in the case of aerial platforms, incl. the work cage) have no insulation. In any work, the crane or aerial platform must be earthed.

The above earthing measures and the requirements to be met by the ground clip are not mandatory in small-scale jobs with cranes or aerial platforms in areas with distances that are greater than the max. reach of the crane/aerial platform, plus 5 metres, to unprotected, active parts under voltage.

10.3 Work scaffolding, protection equipment, covers and barriers

Erection:

Scaffolding may only be erected, altered, dismantled and, possibly, repaired by specialist scaffolding firms. A scaffolding certificate must be used without fail.

No unauthorized change by the user is admissible. The buyer must be notified of the end of use of scaffolding before any intended dismantling, so that possible subsequent third-party use can be arranged. In the erection of large work scaffolding as defined by EN 12811-1, the designs must meet the requirements of the intended purpose, and the relevant European standards, specifically EN 12811-1, must be observed.

Acceptance:

The scaffolding contractor shall have any scaffolding he erects accepted and regularly checked by a competent person pursuant to the variously applicable provisions of statute, specifically heeding Directive 89/391/EEC and the relevant separate directives.

Wherever no type approval or general building-authority permits are available, stability shall be evidenced separately. To this end, the scaffolding contractor shall arrange for a verifiable static calculation, incl. any requisite drawings, and keep the record at the deployment site. It must be reviewed with the buyer whether, beyond this, e.g. due to the complexity of the design, a test run with the test engineer is necessary. The test run, incl. the clearance of the records, shall be coordinated by the scaffolding contractor at his expense prior to the first-time use of the scaffolding.

Use:

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

Every contractor using these items is responsible for adherence to the operating safety and deployment of the scaffolding in accordance with its intended purpose.

Scaffolding and working platforms may only be used if their unrestricted functioning state is assured. Before each use of scaffolding or a working platform, the user must check the equipment for obvious defects. Any defects noted or any requests for changes shall be reported to the builder of the scaffolding or working platform and, for information, to the buyer as well. Prior to commencement of any work, the contractor shall point out the above rules of use to the employees concerned. The contractor is responsible for his employees' adhering to the rules of use. The max. permissible scaffolding or working platform load stated on the scaffolding certificate located on the scaffolding may not be exceeded.

The contractor is also responsible for his working area being secured according to regulations. As set forth in the variously applicable regulations, the contractor shall satisfy himself of the proper condition of all covers and barriers it deploys.

10.4 Ladders and steps

All ladders and steps used by the contractor must be in a proper condition. They must be checked to ensure their proper condition in accordance with the variously applicable regulations. These checks shall be replicably documented and submitted to the buyer upon demand.

11. Hazardous working materials and noise

11.1 Hazardous working materials

Arranging for and implementing any industrial-safety measures when working with hazardous materials is the responsibility of the contractor himself in his working area. Specifically, when deploying hazardous working materials, the contractor must take any necessary protection and control measures under his own responsibility subject to the provisions of statute. If a reporting duty to supervisory authorities exists, the contractor shall meet same.

By accepting the order/award, the contractor affirms that he has the necessary special expertise and experience in all ordered activities involving hazardous working materials. In the event that the contractor nonetheless does not have the requisite special expertise and experience or if he infringes the above reporting duty, the buyer may demand immediate discontinuation of the contractor's further work pending elimination of the deficits by the contractor. In this respect, the contractor shall remain responsible for adhering to the time schedule and any other contractual content (e.g. health and safety, environmental protection, quality).

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

In any activities in connection with hazardous working materials, the contractor shall, in good time prior to the start of work, produce a risk assessment and submit same, together with the safety data sheets for the hazardous working materials to be deployed, to the buyer at the latter's demand.

If the buyer supplies the contractor with hazardous working materials, the contractor shall use the safety data sheets provided by the buyer when making the risk assessment (cf. Regulation EC no. 1907/2006). If there is a possibility in the ordered activity that, e.g., the contractor, any sub-contractors, the buyer or third parties may endanger one another with hazardous working materials, the contractor shall:

- prior to the start of work, submit to the buyer's technical contact in charge a list of the hazardous working materials, stating the trade name pursuant to the safety data sheet, and
- when making the risk assessment, collaborate with the buyer, the other contractors and sub-contractors, and seek review pursuant to item 9. The result of the joint risk assessment shall be documented prior to the start of the activity and conveyed by the employers to their employees working in the area of impact of the hazardous working materials.

The contractor shall ensure that only such mineral wool is used as bears the RAL mark or whose manufacturers confirm in writing that the material does not cause cancer. At any event, the buyer shall be provided with a safety data sheet for any mineral wool.

Aluminium silicate wool (formerly: ceramic fibre) may only be used if the substitute-material check is negative. If this check reveals that aluminium silicate wool may be used, this must be documented in the risk assessment. The document shall be made available to the buyer.

Any residues of hazardous working materials brought in by the contractor shall be removed by the latter, failing other contractual arrangements.

11.2 Noise

As a general rule, the contractor shall ensure that the sound-pressure level (LpA) in the work area does not exceed a value of 80 dB(A) or a max. peak 135 dB(C). If it is not possible to adhere to this sound-pressure level, the contractor shall define corresponding protection measures for his employees pursuant to item 7. Within the scope of his coordination duty, he shall seek review with any sub-contractors, the buyer and other contractors.

12. Personal protection equipment

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

The contractor shall provide his employees with the requisite personal protection equipment (PPE) pursuant to the risk assessment, and ensure that it is used in accordance with the intended purpose. In the control area of nuclear power plants, the contractor is provided with PPE by the nuclear power plant operator. Irrespective of the contractor's risk assessment, the specific minimum PPE stated must be worn in each appropriately marked operating area.

Beyond the statutory requirements, the safety harness must meet the following technical conditions:

- in principle, three-fold auto-locking carabiners (e.g. Tri Lock carabiners) on the safety harness (e.g. on the firm side of the retaining strap) must be used;
- if single-hand operation is necessary (e.g. on the loose side of the retaining strap), two-fold self-locking carabiners (e.g. Fuji carabiners, twist-lock carabiners) are permissible.

Non-locking carabiners (e.g. double locking screw carabiners) or single-locking carabiners are not permissible.

If departures from these specifications are to be made, this shall require the buyer's consent and evidence that such a departure is absolutely necessary. At the same time, the contractor must demonstrate in a risk assessment that the protection goals aimed at with the above requirements can be achieved in some other way that shall be at least equivalent. The risk assessment must be submitted to the buyer prior to the start of work.

Each employee who climbs and works on steel lattice masts as part of his activity (i.e. incl. the first person climbing up and the last person climbing down) may only do so using a safety harness at all times. Using only the retaining strap is not a permissible safeguard against falls, so that this is prohibited.

13. Procedure for clearance/ safety measures

The contractor's responsible person shall seek information from the buyer prior to the start of work about any procedures for clearance/safety measures (e.g. access permit, fire permits, isolations), and ensure their observance and adherence.

For works that require release of a "Procedure for clearance/safety measures", the buyer's prior written permit must be obtained. In the control area of the nuclear power plants, an additional permit must be obtained from the radiation-protection department of the nuclear power plant operator.

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

14. Work-related health examinations

The contractor is responsible for deploying only such employees as have successfully gone through the requisite occupational-health examinations in each case. This must be documented in the safety pass (see item 8).

15. Transport and storage

For the transport and storage of parts, only the routes and storage sites indicated by the buyer may be used. At all events, traffic routes, also inside buildings, must be kept clear. For the transport and storage of parts the requisite load-securing measures must be taken with heed paid to the max. load of platforms, scaffolding and structures.

16. Setting up job sites

Site set-up shall be reviewed with the buyer's contact in charge of executing an order.

Existing buildings, plants and supply lines must be protected from damage during construction work; excepted from this are those that must be removed to prepare the construction site. Stability must not be jeopardized during construction work.

Any interference with the soil shall require the buyer's written consent prior to the start of work, unless such interference is part of the order. The dissolution of the job site shall be communicated in good time to the buyer's contact in charge of the order.

The contractor shall keep the construction site in a proper state, tidy and clean. Immediately after the end of the work, the contractor shall clear storage sites and work areas, access roads and the construction site proper and put it into an orderly state. Any failure by the contractor to meet this duty despite being called upon to do so, shall entitle the buyer to perform the clearance work himself or have it performed, and to demand compensation for the requisite outlays.

The contractor shall ensure that, in executing the work, trades working directly alongside, residents of adjacent streets and the flow of traffic, incl. pedestrians, are not jeopardized and, with account taken of the circumstances, produce the lowest possible emission levels in the way of noise, pollution and waste gases.

17. Alcohol and other intoxicants

The bringing and consumption of alcoholic beverages and other intoxicants on the company grounds / building-site grounds or on the construction site is prohibited. It is likewise prohibited to enter the company grounds / building-site grounds or the construction site under the influence of alcohol or other intoxicants.

**General Supplementary Conditions:
Industrial Safety (GSC Industrial Safety)**

The buyer is entitled to deny persons under the influence of alcohol or other intoxicants access to the company grounds / building-site grounds / construction site or to expel them from the deployment site.

18. Emergency services

In the event of special occurrences (e.g. fire, accident with personal injury and environmental damage) on the company grounds and construction-site grounds, the buyer's works emergency service must be called. In principle, that service must also be used to arrange any required call-outs of external rescue services.

In the event of special occurrences (e.g. fire, accident with personal injury and environmental damage) on building sites outside the company grounds and construction-site grounds, public emergency services must be called.

19. Reporting accidents and damage

Any accident that leads to the injured party discontinuing his work must be reported to the buyer. This must be done by the injured party presenting himself, where possible, to the buyer's local paramedic station without delay. If such a paramedic station does not exist or personal appearance of the injured party is not possible, the contractor must send a copy of a corresponding entry in his bandage book to the buyer's contact in charge within three working days.

Serious accidents must be reported to the buyer without delay. Upon demand, the contractor shall provide the buyer with any information on the accident. The contractor shall actively collaborate in analysing the accident. Collaboration does not release the contractor from his duty to draw up his own accident analysis subject to the following sections.

Within three working days after an accident that leads to the discontinuation of work for at least one shift/working day by an employee of the contractor or one of his sub-contractors he deploys, the contractor shall transmit a written accident report to the buyer's contact in charge. This report must describe details of how the accident occurred as then known, the type and severity of the result of the accident, the cause of the accident as established by then and the (initial) measures envisaged by the contractor or sub-contractor to avoid any such accident in the future. If final clarification of the cause of the accident is not possible within this term, the contractor shall submit a final report immediately after clarification.

The contractor herewith gives an undertaking to conscientiously clarify the cause of the accident, and shall avoid repeating such an accident in future by selecting suitable measures. At the buyer's demand, the contractor shall submit a separate declaration on this.

In addition, the contractor shall explain the particulars in his report orally at the buyer's demand.

The contractor shall inform the buyer's contact in charge of the order of any accidents and cases of damage to safety-related facilities / components as defined by the European Directive 89/391/EEC and the pertinent separate directives without delay, so that the buyer can likewise meet his statutory reporting duty in dealings with authorities.

The contractor herewith gives his consent to the processing, evaluation and documentation of the accident / damage reports in the RWE Group.

20. Legal consequences in any infringements

In any infringement of the GSC Industrial Safety conditions, the buyer shall be entitled, notwithstanding other rights offered by the law, contractual arrangements, specifically the GSC Industrial Safety conditions, to expel the contractor's employees who infringe the GSC Industrial Safety conditions from the deployment site. The client also has a right as against the contractor to no-notice termination of the contract or a right to rescind the contract if infringements of industrial-safety regulations or these GSC Industrial Safety conditions continue despite a written complaint, with continuation already being deemed to exist after just one written complaint.

21. Disclaimer

Those general terms and conditions are drawn up in German and English language. In the event of any contradictions or discrepancies between the English and the German version, the German version shall prevail.

Annex 1: Form to name a responsible person, plus deputy, and any supervisor deployed

| | |
|---------------------|--|
| _____ Contractor | _____ Address |
| _____ Telephone | _____ Mutual Indemnity Association responsible |
| | _____ Membership number |

To

Customer: _____

Department/workshop _____

Street _____

Postcode/place _____

Nomination of the contractor's responsible persons per item 2 of the General Supplementary Conditions of Industrial Safety (GSC Industrial Safety)

Order number: _____ Date: _____

Work ordered: _____

We have assigned the responsibility for managing and supervising the aforementioned work to

Mr/Ms _____

Name, first name

Position in operation

Address

Telephone number

and as their deputy:

Mr/Ms _____

Name, first name

Position in operation

Address

Telephone number

The persons named above meet the criteria set out in Item 2 of the GSC Industrial Safety (reliability, expertise, special qualifications (e.g. EUP), physical suitability, and adequate language skills, written and spoken). They have been informed of the rights and duties they are subject to.

You will be informed of any changes without delay.

Place, date

Contractor's legally binding signature

D: Health & Safety Department

