

# ABB regulations concerning third-party companies and their employees

The following regulations apply to companies (referred to hereinafter as "third-party companies") and their employees working in plants and on construction sites belonging to ABB AG, Mannheim, and its subsidiaries (referred to hereinafter by the abbreviation "ABB")

Buildings and premises belonging to ABB as well as construction sites on which ABB operates or works will be referred to hereinafter as "ABB Premises".

## I. Employee's Data, Commencement of Work, Work Permit, Adherence to Legal Provisions, Code of Conduct

### a. Employee's Data

Data required in order to issue identity cards must be provided to ABB by the third-party company well before work commences. This data concerns first and last names, dates of birth and nationalities, as well as the predicted working time of employees the third-party company is assigning to carry out the work ("list of personnel assigned to job by contractor"). Any changes to this data must also be provided.

The identity cards which shall be shown to checking personnel upon entering and leaving the ABB Premises will be issued to employees of the third-party company upon commencement of their assignment (normally at the gate).

The third-party company shall procure by appropriate means in accordance with Article 4 para 1 of the German Federal Data Protection Act ("Bundesdatenschutzgesetz") that ABB and/or its service providers engaged in relation thereto are entitled to store and process the following data of employees deployed by or on behalf of the third-party company outside the territory of the Federal Republic of Germany for the execution of the Work, which data may be used for the call back of such employees to their home basis due to a crisis:

1. in relation to the employees: first name and family name; home contact (name, address, telephone, email); company's address and its email; destination/site; "to stay until"; data of the passport (also for additional passports, if any); data of cellular / satellite telephone available abroad; own email as well as contact address abroad (including telephone/email);
2. data of all family members accompanying during the travel (first / family names).

The third-party company shall submit to ABB such data (subject to further requirements provided by ABB, if any) prior to the deployment abroad without further notice by ABB. ABB ensures that the data will be stored and used only as provided herein. Without prejudice to any further rights or claims, ABB shall be entitled to cancel the Contract without notice in case the third-party company does not fully comply with the preceding obligations even after elapse of a grace period set by ABB, which period in view of the dependence of ABB shall be reasonable (normally not exceeding one week). In such case the third-party company shall not be entitled to any compensation or payments whatsoever; ABB, however, shall be entitled to decide at its sole discretion whether, and to which extent, it wants to have the Work against reasonable payment not to exceed the actual value for Purchaser of such Work (or part thereof).

### b. Commencement of Work

The third-party company shall submit to ABB without undue delay, and to explain, the analysis of the employee's exposure to dangers involved in their work and the necessary measures of employment protection (analysis of danger exposure as per Article 5 of the German Employment Protection Act = „Arbeitsschutzgesetz“). The third-party company shall remedy ABB's concerns and objections without undue delay.

Third-party company employees will receive an on-site briefing from those named in the contract as being responsible for the relevant service.

In particular before work commences and before any new work, the third-party company's manager responsible for the assignment is obliged to provide workers under his command or assigned to him with comprehensive and traceable information concerning their rights and obligations during work on ABB Premises as well as the safety and health protection. Should work continue for longer than 6 months, these instructions should be given again at least all 6 months.

### c. Work Permit; Adherence to Legal Provisions

Should the third-party company, its subcontractor or a subcontractor of the latter hire foreign workers who require a permit to commence employment in Germany (in particular an EU work permit "Arbeitserlaubnis-EU" or residence papers "Aufenthaltstitel") – "Work Permit" -, the third-party company must provide ABB with either an original or a copy of this Work Permit before work commences. Should the Work Permit be altered, withdrawn, revoked or otherwise cancelled, the third-party company must submit the corresponding notification to ABB without delay. Should the Work Permit be for a limited period of time, a new Work Permit must be handed over to ABB before the original permit expires. In the case that a foreign worker does not possess a valid Work Permit or the relevant valid permit is not provided by the third-party company in time, ABB is entitled to dismiss the employee concerned from the ABB Premises. The third-party company is obliged to impose this set of regulations equally on any subcontractors. Subcontractors are also obliged to pass on these obligations to their respective subcontractors.

The third-party company undertakes to adhere to the minimum conditions of employment as set out in the German legislation concerning the delegation of employees (Arbeitnehmerentsendegesetz) where applicable, and to refrain from employing any foreign workers without the necessary Work Permits. In addition, the third-party company undertakes to request an appropriate assurance from its subcontractors before they commence work, and to ensure that these subcontractors in turn impose the relevant obligations on their own subcontractors (with the obligation to transfer obligations). The need to obtain ABB's consent in order to deploy subcontractors remains unaffected.

The third-party company shall release and indemnify ABB from and against any liability or obligation towards third parties (including joint institutions of the parties to a collective agreement, gemeinsame Einrichtungen der Tarifvertragsparteien) which such parties assert in view of the violation of the provisions of the Arbeitnehmerentsendegesetz by the third-party company, by any subcontractor of it or by a hirer out of temporary worker ("Verleiher von Leiharbeitnehmern") engaged by third-party company or its subcontractor.

### d. Business Ethics:

- 1) The third party company hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Purchaser or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
- 2) Nothing in this Contract shall render Purchaser liable to reimburse the third party company for any such consideration given or promised.
- 3) The third party company's violation of any of the obligations contained in this Section "Business Ethics" in connection with this Contract or material violation in other cases constitute a material breach of this Contract and shall entitle Purchaser to terminate this Contract with immediate effect and without prejudice to any further right or remedies on the part of ABB under this Contract or applicable law. The third party company shall indemnify Purchaser for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this Contract.
- 4) The third party company shall procure that it receives in due time a copy of the Code of Conduct of ABB and of the ABB Supplier Code of Conduct. (collectively: „Code of Conduct“). In case of contradictions the ABB Supplier Code of Conduct shall prevail. The third party company is aware that he may obtain ABB's Code of Conduct also via internet. The third party company agrees to perform, and shall ensure that all of its agents, employees, directors and subcontractors perform, its contractual obligations under this Contract with substantially similar standards of ethical behavior.
- 5) ABB has established the following internet portal where the third party company and its employees may report suspected violations of applicable laws, policies or standards of conduct: [www.abb.com/ethics](http://www.abb.com/ethics).

### II. Working hours

In order to maintain order and safety, and the entire working process, the third-party company and its personnel must adhere to the valid working hours for the site where their assignment takes place.

If for exceptional reasons different working hours are necessary, these may only be stipulated in agreement with the responsible party from ABB.

Any work carried out at night, on Saturdays, Sundays or bank holidays must be reported to ABB. If official authorization is required for different working hours, this must be obtained by the third-party company in advance.

It is not permitted to enter ABB Premises until 30 minutes prior to the start of the working day, and the ABB Premises must be left without delay once the working day is over. The shortest route between the gate and the place of work should be used for this purpose.

### III. Visiting the ABB Premises

It is prohibited to bring accompanying persons onto ABB Premises. This prohibition also applies to persons inside a vehicle that only remains on the ABB Premises for a short period of time.

It is prohibited for employees of third-party companies to drive vehicles of any size on ABB Premises, unless they are either collecting or dropping off materials. Vehicle drivers must sign in and sign out each time with the checking personnel, follow their instructions and take the shortest available route when driving on ABB Premises. The general rules of the road traffic regulations (*Straßenverkehrsordnung*) also apply to driving on ABB Premises. All indicating, regulatory and prohibitory signs must always be observed.

It is prohibited to remain in ABB areas where no work is to be carried out or in areas which it is not necessary to access in order to carry out work. Exceptions to this rule are public toilets and washrooms, as well as the nearest available canteen.

### IV. Procedural rules and guidelines

#### a. Notice of commencement, suspension and termination of work

The person responsible at ABB must be informed before commencement, recommencement, suspension or termination of work.

#### b. Interruptions to work

The person responsible at ABB must be kept up to date on the progress of work carried out. Any interruptions to work, as well as determined or potential damage must be reported immediately.

#### c. Photography

It is strictly forbidden to bring photographic or film-making equipment and image recorders onto ABB Premises and to use such equipment there. Any exceptions shall require written authorization from the manager responsible. Authorization must be requested via those responsible at ABB. Even if authorization is granted,

the aforementioned devices may only be used when an individual responsible at ABB is present. ABB must be provided with a free copy of any photographs or recordings taken. The usage of photographs or recordings for marketing purposes or otherwise requires advance written permission from ABB.

#### d. Usage of ABB property or third-party property

The usage of equipment, machines, facilities, materials, etc. which are located on ABB Premises and do not constitute the property of the third-party company or its employees is prohibited without explicit consent from those responsible at ABB, regardless of the value of the property involved.

#### e. Liability and insurance for materials, equipment, etc. brought onto ABB Premises

ABB takes no responsibility for insurance cover. Liability for materials, equipment, machines, personal property, etc. brought onto ABB Premises by the third-party company or its employees is excluded.

#### f. Check upon arrival at and departure from ABB Premises

Upon arriving at and leaving ABB Premises, the third-party company and its employees are subject to potential personal checks and a check of all belongings carried on the person. This check is to be carried out at the discretion of ABB. The third-party company must ensure that its employees and any subcontractors comply with the check.

#### g. Prohibition of trade, assembly and incitement

Trade involving any goods, holding or participating in assemblies, political incitement and the distribution of written information are forbidden on ABB Premises.

#### h. Site huts and common rooms

The erection of site huts or similar constructions shall require ABB's consent. Any heating systems used also require authorization.

### V. Workplace safety, fire and environmental protection

#### a. General

The third-party company undertakes to ensure that both it and its personnel abide by all rules and regulations provided by the law, regulatory bodies, Employer's liability insurance association (*Berufsgenossenschaft*) and the VDE (German Association for Electrical, Electronic and Information Technologies) concerning carrying out tasks, workplace safety and environmental protection).

The third-party company will regularly inform its employees about these regulations.

Any incidents and near-incidents as well as unsafe situations must be reported immediately to those responsible at ABB.

#### b. Warning signs and safety equipment

Warning and indicating signs, as well as safety devices, must be observed. They must not be removed or tampered with in any way.

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Should any warning or safety facilities be missing, the person responsible at ABB must be informed of this without delay.

The third party company shall comply with the ABB Rules on Flame Resistant (FR) Clothing. The third party company shall request a copy of such Rules from ABB well before commencement of the works.

#### c. Permits for work to be carried out in fire and explosion-sensitive areas, in piping, on roofs, etc.

Written permission must be obtained from the person responsible at ABB before carrying out any work in fire and explosion-sensitive areas or facilities, before carrying out any burning, welding or thawing work, before accessing any pits, pipes, chimney flues or containers both inside and outside of buildings, and before accessing roofs or chimneys. The third-party company is responsible for ensuring that the safety measures required by the written permit are adhered to.

Written permission is required in order to set up and use tar heaters on roofs and in areas which are indicated as being fire or explosion-sensitive. Fire extinguishers ready for use must always be kept at hand. A fire watch should be established where necessary.

#### d. Electrical cables, pipes and excavation work

Due to the great danger involved, if any cables or pipes are exposed or become visible due to excavation or morticing work, the work must be stopped immediately and the person responsible at ABB must be informed.

#### e. Connection to power and supply lines

Establishing connections to power and supply lines is only permissible with authorization from ABB.

Building site main cabinets according to regulation VDE 0612 must be used for the connection of building machinery and electrical tools on construction sites. VDE 0100 Section 55 "Baustellen" (construction sites) must also be observed.

#### f. Lifts, hoisting gear, cranes, etc.

Lifts, cranes and hoisting gear belonging to the plant may only be used with explicit permission from ABB.

#### g. Smoking ban

If a smoking ban is in place for certain areas, this must be strictly adhered to.

#### h. Spark-producing tools and equipment (including motor vehicles)

If works and other areas are listed as being fire and explosion-sensitive, work with spark-producing tools and equipment may only be carried out with a permit (please refer to Section V, Paragraph c. above). This also applies to all motor vehicles and non-explosion-protected motors.

#### i. Fire

In the case of fire or the immediate risk of fire, the plant or site fire department (or the public or volunteer fire department) must be informed by telephone or, where available, by fire alarm. The nearest gatekeeper must also be informed.

#### j. Environmental protection

The burning of any type of waste is forbidden. When disposing of liquid and solid waste materials (paints, used oil, plastics, etc.), the relevant legal provisions and waste water regulations must be adhered to.

In the case of storage or disposal of flammable substances or substances harmful to waterways, the relevant legal provisions and guidelines must be observed. These include in particular the following regulations in Germany: Regulations on combustible liquids (*Verordnung über brennbare Flüssigkeiten, VbF*), Technical regulations on combustible liquids (*Technische Regeln für brennbare Flüssigkeiten, TRbF*), and Regulations on the storage of water-contaminating liquids (*Verordnung über das Lagern wassergefährdender Flüssigkeiten, VLwF*).

### VI. Dismissal from ABB Premises

ABB is entitled to dismiss the third-party company, any subcontractors and their employees from ABB Premises with immediate effect if a good reason for this exists. Valid reasons include the following:

- Being under the influence of alcohol,
- Theft,
- Failure to observe a smoking ban,
- Violation of the duty of secrecy,
- Failure to observe workplace safety regulations, or removal of safety equipment,
- Welding, burning, disconnecting things, soldering, gaining access to vessels, roofs etc. without a permit,
- Using working equipment or materials for personal gain or for the gain of a third party,
- Impermissible disposal of waste on ABB Premises,
- Serious breaches of provisions of these regulations, f.i. deployment of person not notified in line with these Regulations.

In addition to this, ABB retains the right to dismiss people from the third-party company and any subcontractors from ABB Premises on the basis of internal company regulations.

In the case of dismissal from ABB Premises in accordance with these regulations, the third-party company cannot demand either an extension of time, or the reimbursement of any additional costs that may arise as a result.

In the case of violation of one of the provisions in these regulations, ABB is also entitled to claim damages from the third-party company and its employees.