
Additional Occupational Health and Safety Conditions of Supply

1. Scope

These Additional Occupational Health and Safety Conditions of Supply supplement the General Terms and Conditions of Purchase of the EnBW Group and apply to all work in or on installations or at construction sites of the EnBW Group.

In making deliveries and performing services, the Contractor shall take the measures necessary to prevent accidents. Work areas shall be kept safe for access and use. In particular, the provisions of the Arbeitsschutzgesetz, statutory requirements relating to technical work equipment, the applicable Unfallverhütungsvorschriften (accident prevention regulations), regulations governing hazardous substances and, in all other respects, generally recognised safety engineering and occupational medical rules shall be observed.

2. Deliveries and Services

Deliveries and services shall comply with statutory safety requirements and those imposed by the competent authorities. In particular, the documentation provided by the Contractor shall be of a quality that enables the risk assessment to be carried out.

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3.1. Signing In and Out

Unless otherwise agreed, each employee of the Contractor or a subcontractor shall sign in with the Customer's designated contact person before starting work, shall sign out as appropriate and shall not carry out any work without that person's permission. Access screening is required for certain areas. The safety and security rules applicable at each site shall be observed.

3.2. Performance of the Contract

The Contractor shall not commence work until it has received an induction from the Customer's designated contact person or representative. In the event of non-compliance with safety regulations giving rise to an immediate danger, the Customer may order the work to be suspended at the Contractor's expense. The Contractor shall take account of any apparent interactions with other contractors and employees during the performance of the work.

3.3. Contractor's Responsible Person

All work shall be carried out under the direction and supervision of a responsible person appointed by the Contractor. That person shall be identified to the Customer's designated contact person. The responsible person shall possess the reliability, technical expertise, adequate knowledge of the relevant occupational health and safety requirements and sufficient spoken and written language skills necessary to ensure proper performance of the contract. The responsible person shall have authority to issue instructions to the personnel deployed. Where necessary, the Contractor shall appoint on-site supervisors (Aufsichtführende vor Ort – AvO) as an additional level of supervision.

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3.4. Subcontractors

The transfer of contractual obligations to third parties requires the Customer's consent, which shall be obtained in good time before work commences. The Contractor shall identify its subcontractors to the Customer's designated contact person.

3.5. Implementation and Coordination of Occupational Health and Safety Measures

The Contractor shall instruct all employees deployed in its work area to conduct themselves in a manner that ensures occupational health and safety for themselves and others at all times during their work.

Where employees of the Contractor and its subcontractors carry out work at the same time and in the same location, the Contractor shall appoint a coordinator in writing and make the appointment known. The coordinator shall coordinate the work and shall be given appropriate authority to issue instructions to the employees working there.

Where work carried out by the Customer and the Contractor takes place at the same time and in the same location, the Customer shall ensure that a coordinator with authority to issue instructions is appointed in writing.

3.6. Special Requirements for Foreign Employees

Reference is made to the relevant provisions of the General Terms and Conditions of Purchase of the EnBW Group, which are of particular importance in relation to occupational health and safety.

3.7. Permit-to-Work Procedures and Safety Measures

Where work on operational installations requires a permit-to-work procedure (e.g. entry into vessels, work in confined spaces, earthworks, hot work, electrical work and activities involving electrical hazards), that procedure shall be followed. The Contractor's responsible person shall familiarise themselves with the local permit-to-work procedures and safety measures at an early stage. The work shall be coordinated with the Customer, the necessary permits shall be obtained and compliance with the prescribed measures shall be ensured when carrying out the relevant activities.

3.8. Risk Assessments

The Contractor shall carry out risk assessments covering the activities to be performed and the employees to be deployed and shall determine the protective measures required on that basis, document them and keep them up to date. Interactions with other trades shall also be assessed. Risk assessments shall be available in good time before the relevant activity commences and following any update, and shall be kept available on site at all times. The Contractor shall itself monitor compliance with this obligation by the subcontractors it engages.

For the commissioning and operating phases of installations or work equipment (pursuant to the BetrSichV) for which the Contractor is responsible, risk assessments and, where relevant, explosion protection documents shall be submitted to the Customer in good time and agreed with the Customer.

3.9. Setting Up Work Areas and Construction Sites

The setting up and dismantling of work areas and construction sites shall be coordinated with the Customer's contact person responsible for execution of the work. The Contractor shall keep work areas and construction sites in proper condition at all times and shall keep them tidy and clean.

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3.10. Use of Work Equipment and Personal Protective Equipment (PPE)

The Contractor is responsible for ensuring that the work equipment it uses (e.g. electrical equipment, cranes, mobile elevating work platforms, industrial trucks, motor vehicles, scaffolding, ladders, PPE, etc.) is fitted with the necessary safety features, is in proper condition, is operated safely and is used as intended. All work equipment used by the Contractor shall have undergone all inspections currently required under the applicable regulations. Where the equipment does not bear a valid inspection label, all inspection records shall be brought to and kept available at the place of work.

When using work equipment for which evidence of competence is required (e.g. cranes, mobile elevating work platforms, industrial trucks, motor vehicles, etc.), personnel shall carry that evidence and the Contractor's written authorisation.

Specific permission and an induction are required before using the Customer's work equipment. Work equipment provided by the Customer shall be checked for visible defects before use. Any defects identified shall be reported to the Customer's designated contact person without undue delay.

3.11. Hazardous Substances

The Contractor shall submit to the Customer, in good time before the relevant activity commences, the risk assessments required under the GefStoffV for the hazardous substances to be used. Current safety data sheets for the hazardous substances used shall be kept available and presented to the Customer on request. By accepting the order, the Contractor confirms that it possesses the technical expertise required under the GefStoffV. Risk assessments, current safety data sheets and operating instructions (pursuant to the GefStoffV) shall be kept available on site.

The Contractor is responsible for occupational health and safety measures relating to activities involving hazardous substances within its work area.

Only the quantity of hazardous substances required for the working day may be kept at the work location. The storage of larger quantities shall be agreed with the Customer. The Contractor shall remove any remaining residues of hazardous substances.

3.12. Transport and Storage on the Premises

Only the routes and storage areas designated by the Customer may be used for transport and storage. Transport within the premises shall be carried out with the necessary load-securing measures in place.

3.13. Safety Passport

Each employee deployed shall be able to produce, at the Customer's request, a safety passport or appropriate evidence of qualifications for the work to be performed. The safety passport may also be maintained electronically or in the form of equivalent supporting documents.

Depending on the activity, the safety passport or equivalent record shall contain, in addition to personal details, information in particular on safety-related qualifications, evidence of competence, safety instruction, authorisations and preventive occupational health care or occupational medical examinations, as applicable. The Contractor shall ensure that the entries are accurate and up to date.

The safety passport should preferably follow the template issued by WEG Wirtschaftsverband Erdöl- und Erdgasgewinnung e.V. and DGMK Deutsche Wissenschaftliche Gesellschaft für Erdöl, Erdgas und Kohle e.V. (ISBN 978-3-921744-14-7).

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3.14. Occupational Medical Examinations

The Contractor is responsible for ensuring that only employees who are physically fit for the work under the contract and have undergone the required occupational medical examinations are deployed.

This also includes vaccinations where required by law. These shall be documented in the safety passport.

3.15. Persons with Active Medical Devices (Active Implants)

Electromagnetic fields occur in certain areas and may, under certain circumstances, interfere with the functioning of active implants (e.g. pacemakers, defibrillators, insulin pumps, brain stimulators, etc.). Special measures are required for persons with active implants to prevent implant malfunctions and the resulting health risks. The Contractor shall therefore identify to the Customer, in good time before work commences, all persons with active implants. Persons with active implants who have not been identified in good time before work commences will be refused access. The Contractor shall take appropriate measures to ensure compliance with this requirement.

3.16. Reporting Accidents and Damage

Any accident that causes the injured person to stop work shall be reported to the Customer's designated contact person.

Where an accident results in an absence from work of at least one shift, a written accident report shall be submitted to the Customer's contact person within three working days. The report shall describe the sequence of events, the nature and severity of the consequences, the cause of the accident as established at that time and the measures planned to prevent recurrence. Once the accident investigation has been concluded, a final report shall be submitted to the Customer. This obligation also applies to accidents involving the Contractor's subcontractors.

Fatal accidents, electrical accidents and accidents involving life-threatening injuries shall be reported to the Customer's contact person without undue delay.

The Contractor shall also inform the Customer without undue delay of all accidents and incidents resulting in damage (pursuant to § 18 BetrSichV), so that the Customer can fulfil its statutory reporting obligations to the authorities.

Any additional reporting criteria or procedures required by the respective Customer are set out in the specification of services.

3.17. Alcohol and Other Intoxicating Substances

Bringing alcoholic beverages or other intoxicating substances onto the premises and consuming them are prohibited. Persons under the influence of alcohol or other intoxicating substances shall be denied access or may be required to leave the place of work.

3.18. Legal Consequences of Non-Compliance

In the event of a breach of these Additional Occupational Health and Safety Conditions of Supply, the Customer is entitled, without prejudice to any other statutory or contractual provisions, to require the employee or employees of the Contractor or its subcontractors to leave the place of work.

The Customer also reserves the right to impose further sanctions, such as an entry in the EnBW supplier database, audits of the Contractor and long-term bans on the deployment of employees and contractors.