

PERFORMANCE OF SERVICE AT THE LOCATION OF THE CP

1. Performance of service

You herewith confirm to us that you will perform all works and services we entrust you with, carefully, on time, and in a technically correct manner, and that you are liable for the proper performance of any works and services, as well as for any damage caused by you in the performance of your work.

2. Contractor's liability

In the event that administrative proceedings or proceedings for the withdrawal of the business licence due non-compliance with any legal or contractual regulations are initiated against the CP for non-adherence to legal and contractual regulations, the CO shall bear the sole responsibility for such proceedings and be liable for any contravention of the Federal Act Governing the Employment of Foreigners, and he shall present all relevant documents necessary for the CP's defence, and bear all resulting costs. In the event that an administrative fine is imposed on the CP or when the CO's business licence is withdrawn due to infringements of the Federal Act Governing the Employment of Foreigners, the CO shall indemnify and hold harmless the CP regarding any fines and any related expenses (e.g. legal representation, costs of proceedings, fees, etc.).

3. Employment of foreign nationals

The contractor accepts foreign workers only if all necessary documents and licenses for a proper employment are available. These include in particular the work permit (EU Formular A1), security certificates and EU posting confirmations. These documents must be presented when entering the factory at the department for work protection. Furthermore undertakes the contractor the obligation, that in case of a possible delay or refusal of acceptance of the workers provided by him, that there will be no delays of the execution of the contract. Therefore, the contractor has to inform the client immediately if a timely execution is endangered on the reasons of delay or rejection for the granting of the licenses and permits. If necessary shall the contractor in coordination with the client set a timely provision of a replacement. In addition, the contractor undertakes to provide only foreign workers, who do have sufficient knowledge of the spoken and written german language.

4. Safety instructions

For any work performed at the premises of voestalpine companies at **Donawitz**, each of the CO's employees is obliged to participate in SATRE Training (e-learning supported Safety Training) prior to starting work. This training is offered in the following languages: German, English, Czech, Hungarian, Polish, Portuguese, Serbo-Croatian, Thai.

In the event that random checks performed by the contracting party prove that an employee of the contractor has not undergone or not completed this training, the CO's employees shall be expelled from the site by the CP. Any costs and expenses resulting thereof shall be borne by the CO. In the event of a termination of the contractual relationship, the contracting party reserves the right to claim damages from the contractor, in particular, any direct or indirect damages that the contracting party suffers in connection with delayed completion, or any additional costs resulting from the need to employ a different contractor.

In the event of contraventions against the safety regulations and matters related to the protection of workers on the part of the CO or his sub-suppliers, the concerned contact persons as well as the managers of voestalpine shall be entitled to expel some or all of the employees of the CO from the premises. Moreover is the CP authorized at his discretion, to enforce a no-fault contractual penalty for every violation up to 10.000,00 €. The CP reserves the right to exclude employees of the CO or in heavy or repeated violations of the CO, to exclude the CO from every activities for the CP. In this case, the CO will be liable to pay compensation for every cost resulting from the damage of exclusion.

The CO declares that due to such measures taken by the CP for the purpose of safety and health protection no claims for compensation can be made. All employees of the CO who are working in connection with this order, must be adequately informed of and instructed by the CO regarding all relevant dangers.

By accepting this order, the CO agrees that employees of his who work on the premises are checked on a random basis as regards adherence to the regulations of the Act on Occupational Health and Safety (ASchG) and its directives.

5. Plant access for contractors (location Donawitz)

The CO shall ensure that his employees have timely and unhindered access to the plant.

Therefore the CO has time up to three days in advance of the performance, to contact the Department for Plant Security and manage the entrance/ registration for his workers and his sub suppliers:

Obligatory data for the entrance/ registration process are:

SAP order no., company name of the contractor, name of the employees, activity/ craft, period of performance and if so sub suppliers and their employees.

If the sub contractor note is not correct or not in time, the CP is able to refuse the entrance to the plant, corresponding to the aforementioned terms and regulations.

5.1 Contact person:

- Herr Werner Schmidt, Department for Plant Security
- Tel.No. 050304/25-3203, FAX No. 050304/65-3202
- e-mail marlies.essl@voestalpine.com
nadine.dorfer@voestalpine.com

5.2 Registration data:

Personaldaten: First name, family name, date of birth, company
KFZ-Daten: Type, number plates, colour

The CO commits himself to adhering to the CP's registration regulations (daily registration and deregistration of his employees and the employees of his sub-contractors) with the person responsible for the project nominated by the CP. When work is carried out in the area of furnace operations, the CO's employees shall, in addition, register and deregister at the access terminals (SIPASS).

Subcontractor data: analogously as above

The CO commits himself to adhering to the CP's registration regulations (daily registration and deregistration of his employees and the employees of his sub-contractors) with the person responsible for the project nominated by the CP.

6. Entrance cards

The card with the entrance profile will be handed out from the Department for Plant Security. The utilization of the entrance card is only individual-related. A transfer of the entrance card is not allowed. Employees of sub suppliers are obliged to register on the entrance and exit, at the available access terminals (SIPASS).

In case of abusive utilization of the entrance card, respectively violation of the above mentioned regulations of the Department for Plant Security, the CP will inform the CO in order to avoid further violations. Moreover is the CP authorized at his discretion, to enforce a no-fault contractual penalty for every violation up to 10.000,00 €. The CP reserves the right in heavy or repeated violations of the CO, to exclude the CO from every activities for the CP. In this case, the CO will be liable to pay compensation for every cost resulting from the damage of exclusion.

