BiLFINGER

General Conditions for Site Services (GC-3)
21 February 2018

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1   Definitions
- CLIENT means the party placing an order, being the legal entity as mentioned in the Purchase Order, as well as his legal successors in title;
- VENDOR means the party performing the WORK.
- WORK means the services and other work to be performed by VENDOR on the SITE in accordance with the CONTRACT.
- SITE means the location where the WORK is to be performed.
- CONTRACT consists of the Purchase Order signed by CLIENT and VENDOR, all listed documents mentioned in the Purchase Order, and any special agreements made between CLIENT and VENDOR.

2   Application

2.1   These "General Conditions for Site Services" apply to WORK in connection with construction supervision, commissioning (assistance), start-up (assistance), operation (assistance) and other work of a limited nature on the SITE.

2.2   The General Conditions for Purchase (GC-2) form an integral part of these "General Conditions for Site Services".

3   VENDOR's personnel

3.1   The VENDOR shall assign a member of its personnel at SITE as its representative for communication with and receiving instructions from CLIENT's representative at the SITE.

3.2   The VENDOR shall remove from SITE any of its personnel whose work is not satisfactory or is otherwise not acceptable to CLIENT and replace such personnel immediately without cost to CLIENT.

3.3   The VENDOR shall not remove (any of) its personnel from SITE unless approved by CLIENT.
All VENDOR's employees on the SITE shall carry valid identification.

3.4   VENDOR is obliged to comply with the Dutch Foreign Nationals (Employment) Act ("Wet arbeid vreemdelingen") and indemnifies CLIENT for penalties and/or sanctions imposed on CLIENT for violating this law. immediately without cost to CLIENT.

4   Commencement of WORK

4.1   The WORK shall commence on the date indicated in the CONTRACT.

4.2   The CLIENT reserves the right to require a different commencement date, if the actual circumstances at SITE so require.

5   Interruption of WORK

5.1   If the WORK is interrupted for reasons beyond VENDOR's control, CLIENT shall decide whether:
a)   VENDOR's personnel shall remain at SITE, in which case the time not worked will be chargeable to CLIENT; or
b)   VENDOR's personnel will be sent back and recalled to SITE with not less than one week's notice, in which case additional travel costs, if any, will be chargeable to CLIENT.

5.2   VENDOR's extra costs resulting from interruptions caused by acts or omissions of VENDOR shall not be chargeable to CLIENT.

6   Safety and security

6.1   VENDOR is responsible for safety during the execution of the WORK and prevention of damage/loss to any persons and property.

6.2   VENDOR shall comply with all health, fire and other safety regulations and shall adhere to all (legal) regulations applicable on the SITE.

6.3   VENDOR shall inform CLIENT of any special dangers which the execution of the WORK may entail, before commencement of WORK.

6.4   Before starting the WORK, VENDOR shall:
- inform himself and comply with the safety and health plan (V&G-plan) applicable for the WORK;
- submit his Safety Certificate for Contractors ("VCA-Certificaat") including accompanying reports to the CLIENT, or shall give a written statement to the CLIENT confirming that, at SITE, VENDOR will at least comply with the applicable VCA-requirements.

7   Environmental care
During the execution of the WORKS, VENDOR shall devote maximum care to the environment in general, apply as little as possible materials that may weigh upon the environment, safely store such materials at the SITE during construction and promptly remove all superfluous materials in a responsible manner.

8   VENDOR's responsibilities and liabilities
VENDOR is responsible for executing the WORK with the proper skill, care and diligence in an expeditious manner. CLIENT shall be entitled to charge to VENDOR any extra costs that may result from VENDOR's failure to observe this obligation. For all other terms with regard to liability reference is made to clause 13 of the General Conditions for Purchase (GC-2).

9   Local laws and regulations

9.1   VENDOR shall keep himself fully informed of and shall observe and comply with all codes, laws and regulations that in any manner apply to and/or affect the WORK.

9.2   VENDOR shall defend, indemnify and hold harmless CLIENT from any liability which may be imposed on CLIENT by reason of any (alleged) violation by VENDOR of such codes, laws or regulations.

10   Derived liability
CLIENT may pay social insurance premiums and wage tax related to the WORKS and owed by CONTRACTOR, into CONTRACTOR's "G"-(blocked) account as described in the "Wet Ketenaansprakelijkheid" (Derived liability Act). Such payments are made for amounts for which CLIENT may be held jointly and severally liable under said legislation.

11   SITE accommodation
No accommodation and/or facilities will be made available on SITE to VENDOR.

12   Working-hours/overtime

12.1   Working-hours shall be normal working-hours established for the SITE.

12.2   Overtime shall, within the limits of the applicable laws and regulations, be made as required and/or approved by CLIENT's representative. Costs for overtime will not be accepted in case overtime becomes necessary for VENDOR to maintain the schedule in the CONTRACT.

12.3   Daily records of hours worked, approved by CLIENT's representative, shall be attached to VENDOR's relating invoice(s).

13   Insurances
VENDOR, at its expense, shall also for the benefit of the CLIENT provide and maintain the following insurance:
a)   Workmen's Compensation and Employer's Liability insurance or similar statutory social insurance in accordance with applicable legal requirements.
b)   General Third Party Liability Insurance providing at least EUR 5,000,000.- coverage for each occurrence for injury and for loss or damage to property.