

Standard Terms and Conditions of Service Contracts of Open Grid Europe GmbH (Version July 2012)

1. The following Standard Terms and Conditions of Service Contracts of Open Grid Europe GmbH (hereinafter referred to as „Open Grid Europe“) shall, unless otherwise agreed, apply to the performance of all services contracted out by Open Grid Europe.

The inclusion of the Contractor's standard terms and conditions of business is herewith expressly excluded even if it is only a question of individual provisions of such standard terms and conditions of business.

2. Any personnel assigned by the Contractor to any site at which such work is performed shall, during the period of any such assignment, work in accordance with the rules issued by Open Grid Europe for the site and shall work under the instructions of Open Grid Europe staff. The Contractor shall be informed of the prevailing rules of the site by Open Grid Europe not later than on commencement of the work.
3. The Contractor shall nominate to the Open Grid Europe specialist department stipulated by Open Grid Europe the person authorised to receive instructions for the relevant order on his behalf. Personnel assigned by the Contractor to the site shall not enter any place on the Open Grid Europe premises other than the places to which they are assigned by the Open Grid Europe specialist department for the purposes of performing the work under the service contract.
4. Prior to the commencement of work under any service contract awarded, the Contractor shall clarify any outstanding questions relating to the order with the relevant Open Grid Europe specialist department.
5. Hours worked by personnel assigned to the site by the Contractor shall be recorded exclusively on the time sheets and forms issued by Open Grid Europe. Said time sheets and forms shall be obtained by the Contractor prior to the commencement of work.
6. The Contractor shall be responsible for ensuring that the time sheets are properly filled in every day for each of the personnel working on the site and submitted to the Open Grid Europe specialist department for checking and approval. Each time sheet shall indicate the order number, the item number and, if given, the job number so that the appropriate accounts can be debited.
A copy of each time sheet shall be left with the Open Grid Europe specialist department.
7. Work performed outside normal working hours (overtime, hours worked on public and bank holidays, Sundays, night work etc.) shall only be paid according to special rates if such rates have been agreed in the order and the performance of this work outside normal working hours is agreed with the Open Grid Europe specialist department in writing before the performance of the work or is subsequently approved in writing and confirmed by the Open Grid Europe specialist department. The Contractor shall have no right to any subsequent approval.
8. The „Safety Requirements for Contractors“ in the ruling version (www.open-grid-europe.com/Suppliers;

“Safety Requirements for Contractors”) shall be an integral part of any order and shall be observed by the Contractor as a minimum standard. Furthermore, work performed by the Contractor for Open Grid Europe on a site in Germany shall be performed in accordance with the rules and regulations issued by the competent trade association or guild and German government agencies or authorities.

Any materials and expendables used shall conform to the relevant safety regulations. The Contractor shall for such work use only materials, tools and other expendables and equipment and issue instructions and take proper precautions as required under BGV A 1, the Accident Prevention Regulations issued by the German Workmen's Compensation Insurers for the Gas Industry, and any other accident prevention regulations which may be applicable and as may be necessary in accordance with the state of the art of safety engineering and industrial medicine. For such work, the Contractor shall, pursuant to Section 2 of BGV A 1, further comply with and cause its personnel to comply with all other laws, rules and regulations, such as without limitation, any accident prevention regulations which may be applicable at the site.

9. The Contractor shall ensure that the statutory regulations, in particular but not limited to the statutory social insurance regulations and the German Law on Temporary Employment (AÜG), are observed for all contracts of employment connected with the performance of work under service contracts with Open Grid Europe.

The Contractor shall ensure that all personnel deployed on the site or on Open Grid Europe premises always carry their social insurance card with them and produce it when requested to do so.
10. If the safety and/or other statutory regulations mentioned under Sections 8 and 9 hereinabove are either not observed or not observed in full for reasons for which the Contractor is responsible, Open Grid Europe may refuse to allow work to start or to continue. In such a case, the Contractor shall hold Open Grid Europe harmless from any obligations to pay damages provided that Open Grid Europe is not responsible therefor and reimburse any cost incurred by Open Grid Europe in connection with such refusal to allow work to start or continue.
11. The Contractor shall perform the work with the necessary care and diligence.
12. If the Contractor retains any sub-contractor for any part of the work to be performed for Open Grid Europe under a service contract, the Contractor shall incorporate these Standard Terms and Conditions of Service Contracts into the Contractor's agreement with any such sub-contractor. The rights and obligations of the Contractor towards Open Grid Europe shall remain unaffected.
13. Furthermore, the Standard Terms and Conditions of Procurement of Open Grid Europe shall apply in the relevant version.