

Regulations for contractees with respect to work under contract

1. Valid for

Regulations for contractees with respect to work under contract are an integral part of contracts concluded between Miele & Cie. KG and contractees or their sub-contractors. These regulations apply to all deliveries and services carried out for the commissioning party.

2. General

a) Important telephone numbers:

Location	Gütersloh 05241/89-	Bielefeld 0521/807-	Euskirchen 02251/818-	Lehrte 05132/59-	Oelde 05245/91-	Warendorf 02581/59-
Accidents	2222					
Fire	3333					
Fault Damage	4444		-			

In order to correctly initiate the rescue chain please always use the above mentioned Miele in-house phone numbers 2222, 3333 or 4444.

The above mentioned area codes must be pre-connected when using an external Mobile-/Smartphone (e.g. GT: +49 5241 89-)

b) Access to the plant site

- Access to the factory site is only allowed with a permit from the commissioning party or its authorized representative and is always at one's own risk.
- For short visits to the factory, contractees and their employees will receive visitor passes from Plant Security which are to be returned upon leaving the factory. Visitor passes are non-transferrable.
- With on-site work lasting more than two days, the coordinator can obtain a numbered pass for contractees, instead of a short-term visitor's pass, which must also be handed in to the coordinator or Plant Security after work has finished. Contractee passes are non-transferrable.
- It is forbidden to enter the factory without these documents.
- Factory sites are only allowed to be entered if this is necessary to perform work.
- Observation cameras are installed internally and externally at Miele Gütersloh. Warning signs mark the areas with observation cameras.

c) Driving/parking/trains

- Access to the factory site is only allowed for the movement of material and goods.
- Fitters and workmen may access the factory site if they are in possession of a permit and if permission has been granted by the coordinator at Miele & Cie. KG. It is strictly forbidden for parked vehicles to obstruct fire-fighting and emergency rescue vehicles. Only marked parking facilities may be used.
- The maximum speed on the factory site is:

Location	Gütersloh	Bielefeld	Euskirchen	Lehrte	Oelde	Warendorf
Speed limit	30 km/h	10 km/h	30 km/h	20 km/h	30 km/h	30 km/h

- Speed must be adjusted according to the traffic situation. The highway code/road traffic regulations must be complied with.
- Rail vehicles (as far as they are used on the plant site) have right of way.

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- Visitor parking facilities
Contractee employees must use our free-access employee car parks. Visitor parking facilities are only available to Imperial guests and visitors.
- Plant Security instructions must be followed.

d) Inspections

- Plant Security is authorised to carry out inspections of vehicles entering and leaving the factory site. These inspections range from materials, tools and equipment as well as personal items. The act of entering the factory site is construed as tacit agreement to carry out such inspections.
- By accepting work under contract, contractees agree to inspections by Miele to ensure compliance with these regulations.

e) Work permits/command of language

- The contract party agrees to observe all relevant labour and social regulations. All non-German employees, in particular, must be in the possession of valid work permits. Miele reserves the right to make on-site spot checks.
- Should workers who are not able to speak or understand German be deployed by contractees, said contractees must ensure that these workers clearly understand occupational health and safety regulations and regulations for contractees.
- In the case of temporary-employment agency work, the contractee commits to complying with German Law on Labour Leasing..

f) Obligation to secrecy

- Contractees undertake to ensure strict maintenance of non-disclosure and the strict confidential treatment of all information, documents, operating experience and technical know-how as far as such has been provided by Miele or knowledge of such has been obtained elsewhere. Contractees will also impose this obligation on employees and, if necessary, also on further contacts. Contractees can only be released from this obligation by the express, written permission of Miele.
- Taking photographs or filming is strictly forbidden on the entire factory site.

g) Liability

- Contractees are liable for any damage caused by non-compliance with the above regulations. Proof of an employer's liability insurance for personal injury, property damage and pecuniary loss with an insured sum customary for this branch of industry must be furnished by contractees before work commences. Miele & Cie. KG will not assume any liability for any tools, machines, materials or other objects which may be lost. Contractees are responsible for their tools, machines and materials.

h) Social matters

- Imperial agrees to comply with the international SA 8000 social accountability standard and also expects this of contractees. The standard covers prohibition of child and forced labour, provision of a healthy and safe working environment, the right to freedom of association, avoidance of discrimination, prohibition of physical punishment, mental or physical force and verbal abuse, and compliance with working hour regulations and pay regulations.

In the event of non-compliance with or contravention of the SA 8000 standard, contractees must institute all necessary corrective measures to improve the situation and fulfil requirements within a suitable time. This grace period depends on the type of corrective measure.

Imperial reserves the right to terminate business relations – also without notice if necessary – if contractees are not willing to fulfil the requirements of the SA 8000.

- Contractees undertake to pay legal minimum wages, or those according to collective wage bargaining agreements, to inform its employees about the currently applicable rates and social security contributions. Relevant social insurance documents for workers must be produced upon request by the Miele coordinator.

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i) Working hours

- Time frame (standard)

Location	Gütersloh	Bielefeld	Euskirchen	Lehrte	Oelde	Warendorf
Monday - Friday	06.00 h to 22.00 h	06.00 h to 22.00 h	06.00 h to 22.00 h	06.00 h to 18.00 h	06.30 h to 18.00 h	06.00 h to 22.00 h

- Special application must be made via Miele's coordinator for work outside normal working hours. Laws governing working hours must be observed.

j) Signatory guidelines

- Signatures on time records, measurements and delivery notes are only valid if furnished by Miele's coordinator or his deputy.
- Time records do not replace approval documents.

k) Duty to provide information to contractee employees about regulations for contractees

- Contractees provide Miele with written confirmation that its workers have been instructed on regulations for third parties. In the case of longer visits, these instructions must be repeated after one year at the latest. The contractee must provide its employees with a copy of the regulations for contractees when fulfilling work under contract.

l) Appointment of contractee coordinator

- Contractees agree to provide the Miele coordinator with the name of their representative before work commences. This representative will be instructed by the Miele coordinator before work commences who will then instruct his employees and sub-contractors.

m) Deployment of sub-contractors by contractees

- The regulations for contractees also apply to sub-contractors if they are awarded individual sub-contracts. Names of sub-contractors must be given to the Miele coordinator as early as possible before they are deployed.

n) Intoxicants

- It is strictly forbidden to bring alcohol and/or drugs onto the factory site. It is also forbidden to consume such intoxicants on the site or enter the factory site under the influence of alcohol or medication/drugs.

o) Smoking

- The areas where smoking is not permitted are clearly marked and must be observed.
- At the Oelde plant, smoking is strictly forbidden in all buildings. Smoking is only permitted in designated areas.

3. Safety at work

- Contractees are solely responsible for carrying out the necessary safety measures for their own work. They are obliged to satisfy themselves that safety measures are maintained and they undertake to monitor such measures.
- If contractees work together with other contractees or Miele employees in one workplace, they are obliged:
 - to work together in implementing occupational health and safety regulations
 - to provide information about any risks involved in the work
 - to inform their staff about the risks
 - to agree on measures to prevent risks
- In the course of their work, contractees must comply with employment, accident prevention and industrial safety regulations and universally acknowledged safety legislation.

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- To avoid any possible risks, Miele will appoint employees to coordinate work. Coordination also includes guaranteeing compliance with legislation on accident prevention (BGV A1 § 6). For work to be carried out at Miele, the coordinator is :
- Ms./Mr., Tel. no.
- He/she has the authority to give instructions when coordinating work and ensuring safety regulations are observed. He/she is responsible for implementing Miele rules and regulations. Contractees must provide Imperial's coordinator with written notification of the name of a project manager who has command of spoken and written German. Pursuant to § 5 (BGV A1), it is important to point out that contractees must observe the requirements laid down in BGV A1 § 2 Sections 1 and 2 which are important for the fulfillment of contract.
- According to industrial safety legislation, Imperial and contractees are obliged to assess risks. Therefore before work commences, the person responsible from contractees must contact the Miele coordinator and carry out a risk assessment.
- Together, they calculate risks (if necessary also on site) which employees of Miele and contractees may face during the tasks subject to contract. The 'Coordination of Safety Precautions' form is to be used for calculating risks and determining steps to be taken.
- The contractee agrees to equip all employees with the necessary suitable personal protective gear and instructions on how to use it. All employees must be able to wear the protective gear and must have been instructed on the use of this equipment.
- The Miele coordinator must be informed and approve of the storage and use of substances {gases, liquids, solids (in particular foils, bitumen, plastic, wood, etc.)}. Storage locations must be reported to the person responsible for that area, the caretaker or Plant Security. Before a hazardous substance is used for the first time, the safety data sheet for the substance must be provided.
- The use of cleaning agents in larger amounts must be agreed on with the Miele coordinator. Only cleaning agents approved by Miele may be used.
- Factory regulations can mean measures being supplemented or tightened.

4. Radiation protection

- In order to protect the employees of contractees and Miele, and the environment, from the damaging effects of ionising radiation and X-rays, the principles and requirements of the radiation protection ordinance and the regulations governing X-rays must be complied with.
- The Miele coordinator is responsible for reporting all work with sources of radiation to the radiation protection officer before work commences. In cooperation with contractee employees, the radiation protection officer defines the necessary protective measures and ensures that they are complied with. Without permission from the radiation protection officer, all work with ionising or X-ray radiation sources at the Gütersloh, Bielefeld and Oelde factories is forbidden.

5. Fire and explosion protection

- A permit is required for welding, soldering, defrosting and cutting and grinding work. The Miele coordinator is responsible for issuing permits before work commences and coordinating preventative measures with the Miele fire service. It is imperative to have the signature of the Miele fire service/fire protection officer. The Miele fire service/fire protection officer decides in each individual case if a fire watch is necessary.
- The Miele coordinator shows Miele the permit. Imperial's signature is confirmation that notice of the permit has been taken. The permit is then given to the third-party employee and must be displayed in a prominent place on site.
- Commencing work without presenting the afore-mentioned documents is forbidden.
- Furthermore, to avoid false alarms triggered off by fire-extinguishing installations and alarm systems, all work which causes smoke must be reported to the Miele coordinator before work commences. The areas where smoking is strictly not permitted are clearly marked.

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6. Emergency exits and evacuation plans

- Notice must be taken of emergency exits and evacuation plans in buildings and, in case of an emergency, all persons must gather at assembly points. Instructions issued by emergency services must be followed.

7. Environmental protection

- Contractees undertake to use materials and energy (electricity, gas, water, compressed air, etc.) sparingly and avoid unnecessary emissions (e.g. noise, dust, unpleasant odours, waste, sewage, vibrations).
- All materials, residues and waste, especially combustible liquids, hazardous substances and pollutants, e.g. acids, alkalines, poisonous, corrosive substances, waste oils and also soiled cleaning cloths, must be transported, stored and treated on the factory site in strict compliance with legal requirements so that these substances do not and cannot present a risk to persons, equipment and buildings, the Imperial company and the environment. Waste and residues must be removed from the factory site after work has been completed. Contractees are solely responsible for waste disposal.
- Consequences resulting from contraventions of legal requirements, directives, etc., especially as regards dust, noise, odour and vibrations, shall be at the expense of third-party employees. Fines, etc., resulting from such contraventions must be paid by contractees, even if such fines have been imposed on others and not contractees.
- For use of hazardous substances, see point 3 'Occupational health and safety'..

8. Use of IT infrastructure

- Miele's IT infrastructure may only be used to perform tasks laid down in the respective contracts. This applies especially to telecommunication services such as E-mail and Internet access.
- Only officially sourced software may be used. If access to the Miele network is necessary, the use of software must be cleared with Miele.
- It is strictly forbidden to connect non-Imperial devices to the internal network. Requests for exceptions must be made to IT Security, via the Miele coordinator, either in writing or per e-mail. A prerequisite for permission may be the installation of protective measures on non-Miele devices which are to be installed and operated according to the requirements of IT Security.
- In the case of emergencies (e.g. production standstill), the Miele coordinator, where possible in collaboration with local IT departments, can decide on use if IT Security does not respond within 2 hours.
- It is strictly forbidden to deactivate protective measures such as virus scanners, software updates, encryption programmes, etc. installed on Miele devices.
- It is also forbidden to make modifications to data and programmes which do not correspond to the tasks laid down in the respective contracts.
- All system access data (passwords) allocated is personal and must be treated with the utmost discretion. Such data may not be stored, passed on to third parties or made public in any other way.
- It is strictly forbidden to work using someone else's user ID.
- Compliance with regulations is documented. This applies especially to the use of e-mail and Internet services.
- Requests for external access (RAS) to data, applications and systems must be made in writing to IT Security via the Miele coordinator.
- Requests for operating non-Miele wireless systems (e.g. WLAN) must be made to IT Security via the Miele coordinator.

9. Construction sites

- Before work commences, consultations must be held with the Miele coordinator about setting up and fencing in construction sites (this also applies to workers' accommodation, containers, construction vehicles, etc.).
The entire construction site, including material stores, is to be maintained in a clean and orderly state. All paths, emergency exits and fire-extinguishing equipment must be freely accessible at all times. Cables, wires, hoses, etc. must be carefully laid in such a way that they do not present an obstruction or risk. After work has been completed, the construction site must be left in an orderly state

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10. Work on excavation sites

- Before work commences on excavation sites, contractees must gather information about the presence and location of cables, earth conductors and pipework. All cables discovered are initially to be considered live and may not be touched until the Miele coordinator has approved such action.

11. Tools

- If tools or other appliances are loaned from Miele, they must be returned immediately after use, at the latest after work has been completed, otherwise a charge will be levied. Use of such equipment is at the user's own risk. Immediately after receiving tools, contractees must check them to see they are in good working order and return them in good condition. The borrower will be charged for any repairs necessary to tools after his using them.
- When working with portable tools, a ELCB must be used for protection.

12. Scaffolding

- DIN 4420 (occupational health and safety regulations) are to be applied for the safe installation, alteration, dismantling and use of scaffolding. Contractees responsible for scaffolding work must ensure compliance with the afore-mentioned regulations and retain approval documents.

13. Use of height-adjustable work platforms and forklifts; Services provided by Miele

- Height-adjustable work platforms and forklifts belonging to contractees must comply with relevant accident prevention legislation and may only be operated by trained employees who have received extensive instructions on the use of this equipment and the risks involved. Employees operating forklifts must be able to produce a valid permit. The Miele coordinator assigns suitable locations for the recharging of electrically-operated height-adjustable work platforms and forklifts.
- The Miele coordinator carries out instruction of operatives in the work area.
- A forklift permit can be acquired in a Miele internal seminar lasting several days and ending with a test. Contractees are charged for the fundamental course and all following annual refresher instruction courses (only at the Gütersloh factory).
- Charges will also be made for services provided by Miele in a contract context, e.g. work-related medical check-ups..

14. Contraventions of regulations for contractees

- Should contractees or their employees be in breach of these regulations, Miele is entitled to expel employee(s) from the factory site. In case of recurrence, Miele is entitled to cancel orders at the expense of contractors.
- Contractees are liable without restriction for any consequences as a result of non-compliance with the relevant safety measures including mistakes made by their employees or third parties commissioned by them.

By accepting orders, contractees acknowledge these regulations.

M I E L E & C I E. KG

Senior Management