

# Outside Services at the Kurtz Ersa Group Template



**This document is an integral part of the contract of an order placed by a company belonging to the Kurtz Ersa group.**

With the acceptance of the order the contractor declares himself in agreement with this integral part of the contract and accepts the conditions and consequences resulting from it.

The contractor is to confirm and deliver a declaration pertaining to the receipt and acceptance of the guidelines before acceptance of the order.

We herewith expressly point out that the contractor is to verify the sum insured by his pertinent insurances (in particular his Liability Insurance) and adjust these to the order risk accordingly.

Any breach of these and the following instructions (in particular the non-compliance with safety regulations) can lead to the withdrawal of the order and/or an expulsion from the premises. These actions will be at the sole discretion and execution of the principal and his executives depending on the severity of the case.

The Contractor shall ensure that these instructions have been communicated to its employees in a comprehensible manner. In the event of any queries, the contractor shall clarify them with the contracting authority or its executing bodies without leaving any residue.

All work to be done in our plant will be carried out during regular working hours and in any case in the presence of a supervisor of the principal.

Regular working hours are:

Monday to Thursday	7 a.m. - 4 p.m.	Kurtz GmbH Ersa GmbH + globalPoint ICS GmbH & Co. KG Kurtz Holding GmbH & Co. Beteiligungs KG Conline GmbH
Monday to Thursday	6 a.m. – 10 p.m.	Kurtz Ersa Logistik GmbH
Friday	7 a.m. – 12 a.m.	Kurtz GmbH Kurtz Holding GmbH & Co. Beteiligungs KG Conline GmbH
Friday	7 a.m. – 11 a.m.	Ersa GmbH + globalPoint ICS GmbH & Co. KG
Friday	6 a.m. – 6:15 p.m.	Kurtz Ersa Logistik GmbH

Should the order need to be carried out at another time, the contractor will give due notice to and coordinate with the principal.

1. At the beginning of the work phase, the contractor must register with the principal responsible. Errors pertaining to the scope of the order and/or its contents and otherwise must be fully and immediately reported to the principal.
2. Unless otherwise specified, the road traffic regulations § 23 StVO are valid on the premises. The speed limit is 10 km/h. The movement of vehicles should be kept at a minimum. Defined entry and exit areas must be respected.
3. Directives made by the principal and/or his executives must be followed.
4. All work at the Kurtz Ersa Group must be carried out under the observance of all relevant, legal regulations, in particular UVV (accident prevention regulations), VGB Guidelines, VOG and the pertinent German Standard regulations, as well as with regard to the protection of the environment.
5. Operational movements of vehicles and entities of the principal have priority and must be given due consideration.
6. Each contractor is responsible for the procurement of the suitable operating and auxiliary equipment and material necessary for his area of work. This also applies to the tools and working equipment necessary to carry out the order.
7. Production-related difficulties regarding the order must be given due consideration when making the offer. The principal must be informed immediately of problems arising from course of performance.
8. Production processes pertaining to the Kurtz Ersa Group have priority over any construction or other activities. Impairments of company business operations are to be kept at a minimum or excluded and are to be reported for every situation.
9. Utilities may only be shut down by the principal himself after prior approval. An unavoidable shut-down must be clarified and planned within a reasonable timeframe before the work day begins or effected outside of the normal working hours.
10. The contractor is responsible for due diligence with regard to all aspects of the work done. In particular concerning supervisory duty on the construction site. Suitable measures must be taken to avoid accidents, fires,

environmental hazards and other dangerous situations (e.g. cordoning off ditches, observing welded objects until they have cooled down, handling materials in compliance with environmental regulations). Any and all waste is to be disposed of by the contractor at his own cost.

11. The use of hazardous substances must be notified to the third-party coordinator of the client. In case of doubt, the latter should contact the competent occupational safety specialist ([arbeitsicherheit@kurtzera.de](mailto:arbeitsicherheit@kurtzera.de)).

#### **Third-party-coordination at the client:**

Kurtz GmbH	Mr. Marcel Arburt	Tel. 09342/807-397
	Mr. Walter Albert	Tel. 09342/807-391
ERSA GmbH + globalPoint ICS GmbH & Co. KG	Mr. Michael Burger	Tel. 09342/800-204
	Mr. Wolfgang Flegler	Tel. 09342/800-205
Kurtz Holding GmbH & Co. Beteiligungs KG	Mr. Marcel Arburt	Tel. 09342/807-397
	Mr. Walter Albert	Tel. 09342/807-391
Online GmbH	Mr. Constantin Roth	Tel. 09342/963-6346
	Mr. Thomas Frerig	Tel. 09342/963-0
Kurtz Ersa Logistik GmbH	Mr. Peter Lohmüller	Tel. 09342/807-2330
	Mr. Christoph Rauscher	Tel. 09342/807-0

Operating instructions shall serve as a reference of information on possible dangers and are to be adhered to at all times pertaining to work done by the contractor, respectively his executives.

12. Activities which cause sparks (e.g. welding, ...) must be authorized by the plant's fire prevention officer before the work is started. A completed welding permit is required.

#### **The principal's fire prevention officers:**

Kurtz GmbH	Mr. Frank Ullrich (external)	Tel. 09341/9265-41
ERSA GmbH + globalPoint ICS GmbH & Co. KG	Lotec GmbH (external)	Tel. 09342/21786
Kurtz Holding GmbH & Co. Beteiligungs KG	Mr. Marcel Arburt	Tel. 09342/807-397
Online GmbH	Mr. Timo Seynstahl (external)	Tel. 06021/861-236
Kurtz Ersa Logistik GmbH	Mr. Frank Ullrich (external)	Tel. 09341/9265-41

This supplement to the conditions of purchase is an integral part of the contract for all orders. Any subsequent claims which may ensue and be asserted after the offer has been made are excluded. Delays and other consequences for the principal are to be avoided and can result in claims for damages by the principal.

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## Responsible contact person client:

Technology: \_\_\_\_\_ Phone: \_\_\_\_\_

Procurement: \_\_\_\_\_ Phone: \_\_\_\_\_

Plant safety: \_\_\_\_\_ Phone: \_\_\_\_\_

## Responsible contact person third-party:

Technology: \_\_\_\_\_ Phone: \_\_\_\_\_

Procurement: \_\_\_\_\_ Phone: \_\_\_\_\_

Plant safety: \_\_\_\_\_ Phone: \_\_\_\_\_

For the client:

\_\_\_\_\_  
Date, signature

\_\_\_\_\_  
Company

Name: \_\_\_\_\_  
Please fill in printed letters.

For the third-party:

\_\_\_\_\_  
Date, signature; company stamp

\_\_\_\_\_  
Company

Name: \_\_\_\_\_  
Please fill in pri