

DURR LIMITED

SUPPLEMENTARY TERMS & CONDITIONS

1. GENERAL

Within these conditions of contract the following definition shall apply:

- 1.1 The term "Client" shall mean the organisation with whom Durr Limited has contracted for the Main Contract works.

Definitions contained within Durr Limited "Terms and Conditions of Purchase" shall also apply to these supplementary conditions where applicable.

2. SITE VISITS

- 2.1 The Supplier must visit the Site and satisfy himself with all Site conditions which might in any way affect his carrying out of the project. Failure to visit the Site does not alleviate the Supplier of his responsibilities.

The Supplier shall fully inform himself as to the facilities available, the difficulties, restrictions and foreseeable extensions to his intended scope of work necessary to perform the project. The Supplier shall thoroughly examine and familiarise himself with the Specifications and all other Contract documents. The Supplier shall in no way be relieved of any obligation under the Contract resulting from his failure to visit the Site, examine the Contract documents or any form or legal instrument applying thereto or otherwise fail to acquaint himself with the existing Site conditions and obligations under the Contract. The Supplier bears the risk of the conditions and Attributes of the Site and Durr Limited will not be liable for any claim based upon conditions or Attributes of the Site being different to those anticipated by the Supplier.

The Supplier shall not be entitled to receive any costs for Site surveys, review of Specifications or estimating work associated with the Contract or variations to the Contract.

3. OVERALLS

- 3.1 The Supplier's and its Agents shall wear overalls when working in a paint-shop environment. Overalls shall be lint free quality and maintained in a good state of repair and clean condition.
- 3.2 All overalls shall be suitable for the intended work, complying with relevant statutory requirements where applicable.

4. SITE ATTENDANCE

- 4.1 The Supplier shall supply Durr Limited with a list of names of all its Agents who are likely to access the Site; at least 48 working hours prior to the first attendance on Site, to commence installation and/or commissioning works.
- 4.2 No person shall undertake any type of installation or commissioning work in relation to the performance of the Contract prior to attending a project induction.
- 4.3 The Supplier shall provide the following details to Durr Limited Site Supervision BEFORE commencing work at the beginning of EACH shift:
- Names of each employee on Site;
 - Names of each sub-Supplier, or Agent on Site;
 - Total personnel count by trade;

- Work to be performed on each item of the installation programme;
- Work requiring inspection;
- Expected delivery of materials and equipment; major work problems or problems with achievement of the agreed timing schedule.

This report shall be presented at the Project Site Office by not later than 9.00 am each working day or prior to commencement of any work if the shift commences prior to 9.00 am

5. HEALTH & SAFETY

- 5.1 The Supplier shall carry out all work in accordance with the relevant legislation, regulations, by-laws, rules and codes applicable to UK and EC directives.
- 5.2 In the event of any apparent conflict between the scope of work and relevant legislation, regulations, by-laws, rules or codes, the latter shall take precedence. The Supplier shall notify Durr Limited in writing immediately of such conflicts.
- 5.3 Minimum PPE requirements shall apply to all Sites and the Supplier shall be responsible for supplying all safety equipment required by their Agents to undertake their work safely, (including, but not limited to hard hats, safety boots, grinding goggles, gloves, etc.)
- 5.4 The Supplier shall ensure that a sufficient number of trained and competent first-aid personnel are available on Site at all times that work is being undertaken by the Supplier on the Site. Where the Supplier has up to 5 persons on Site, a nominated first response person shall be appointed. Where the Supplier has more than 5 persons on Site then a trained first aider shall be appointed. Designated first-aid personnel shall be notified to Durr Limited Site Supervision.
- 5.5 The Supplier shall ensure that all its Agents are adequately trained to undertake their trades in a safe manner. Furthermore, the Supplier shall be responsible for ensuring that personnel carrying out trades and/or activities requiring certificated training are appropriately trained. Evidence of current certification shall be required.
- 5.6 All power actuated hand tools must conform to relevant health and safety legislation. In addition, all personnel involved in the use of hand tools must be competent in their use. Certificates of competence, (where applicable), for such personnel must be submitted to Durr Limited prior to arrival and use on Site.
- 5.7 The Supplier shall notify Durr Limited immediately if they become aware of any hazards or other circumstances encountered on Site which have, or may have, the potential to result in injury, loss or damage to persons or property.
- 5.8 The Supplier shall provide to Durr Limited Site Supervision suitable and sufficient risk assessments, supported by appropriate method statements, at least 24 working hours prior to commencing the work concerned on Site.
- 5.9 The Supplier shall ensure that its Agents are adequately protected from exposure to hazards associated with construction, commissioning or testing operations. The Supplier shall be responsible for providing at its sole cost such temporary partitions, enclosures, protective devices or personal protective equipment as necessary to ensure the safety of those concerned.

- 5.10 The Supplier shall provide and display all appropriate signage relating to health and safety in respect to the work being undertaken by the Supplier.
- 5.11 Hazardous materials and hazardous waste shall be stored in a controlled manner in accordance with current legislation, best-practice guidelines and relevant Site rules.
- 5.12 The Supplier shall be responsible for all construction tools, equipment, temporary facilities and other items used to perform its work whether purchased, rented or otherwise provided. All tools will have current test certificates, proof of which will be required.
- 5.13 The Supplier shall be responsible for providing in advance of commencing work on site a list of equipment to be brought on site that requires statutory inspection and evidence that the equipment has been tested. Examples of such equipment include lifting equipment, electrical equipment, and any other equipment that requires statutory inspection.

6. REGULATIONS & USE OF SITE FACILITIES

- 6.1 The Supplier and its Agents must conform to the Client's rules and regulations governing conduct of persons while on the Site.
- 6.2 The Supplier shall seek approval from Durr Limited in relation to the use by its Agents of Client welfare facilities; such approval shall be sought prior to the use of these facilities.
- 6.3 Access to the Client's premises is at the discretion of their work's security. All Suppliers' employees must apply for any necessary identification passes and permits which may be required. The Supplier shall co-operate with Durr Limited to maintain compliance with any access identification systems imposed by the client.
- 6.4 The Supplier shall not display promotional or advertising on the premises without the prior written approval of Durr Limited.
- 6.5 Drinking, eating and smoking shall be confined to designated areas.
- 6.6 Damage to the client's property or facilities, including but not limited to pavements, curbs, sidewalks, landscaping, structures, fences, etc, which are not designated for removal under the contract shall be remedied by the Supplier without cost to the client or Durr Limited.
- 6.7 Security fencing, handrails, barriers, etc, shall not be altered, removed or relocated without the prior written permission of Durr Limited to the Supplier.
- 6.8 No drilling, burning, modification or loading of structural steel is permitted without the prior written permission from Durr Limited.
- 6.9 The Supplier shall ensure that a valid Permit-to-Work is obtained from Durr Limited Site Supervision BEFORE any operations subject to permit controls are commenced.
- 6.10 Alterations to the buildings on Site, installed equipment/plant and services are strictly forbidden unless otherwise authorised in writing by Durr Limited.
- 6.11 Access ways must remain free of obstructions at all times.

- 6.12 The Supplier shall not allow its Agents to enter the client's production areas, or to use any of the client's equipment unless the work requires such access/use.

7. TEMPORARY FACILITIES & UTILITIES

- 7.1 The Supplier shall provide at its own expense any temporary facilities or utilities, (whether required by law or otherwise), required for completion of the work described in the contract documents unless otherwise specified. The temporary facilities and utilities shall be co-ordinated with Durr Limited. All Site accommodation shall conform to site specific requirements and/or colour schemes.
- 7.2 Temporary facilities shall include items listed in clauses 7.3 – 7.13 as applicable. The Supplier shall be responsible for the provision of additional facilities to those items listed where the work undertaken requires such additional facilities to be made available.
- 7.3 Task lighting and Safety background lighting.
- 7.4 Temporary electrical power, including the installation, maintenance and removal of associate service feeders, transformers, extension cords, electrical equipment or devices required.
- 7.5 When a Supplier attaches to a source of power, the Supplier shall remain responsible for the safety and maintenance of all electrical equipment, materials, supplies and devices past the point of the panel board circuit breaker inserted in panel. All temporary electrical installations shall be installed in accordance with relevant local Standards or codes of practice.
- 7.6 The Supplier shall provide toilet and washing facilities at designated locations where such facilities are not already provided by Durr Limited or the Client.
- 7.7 All hazardous material, (both unused and waste) shall be removed to an approved area at the earliest opportunity. Suitable skips or other approved containers shall be provided by the Supplier.
- 7.8 The Supplier must provide any form of weather protection required to protect the Supplier's work, materials, employees and sub-Suppliers, equipment and the like from damage by inclement weather.
- 7.9 The Supplier must provide all equipment or other services and consumables required in connection with the work to be performed under the Contract.
- 7.10 The Supplier must provide all telephone services as may be required for his own use. The cost of installation and removal shall be the Supplier's responsibility.
- 7.11 Limited space may be available (if at all) for storage of materials and equipment; such space will be allocated by Durr Limited, at its discretion on a priority basis. All material and equipment storage locations shall be approved in advance by Durr Limited. All costs relating to storage and protection shall be borne by the Supplier. The Supplier shall be liable for damage to or deterioration of stored materials or equipment or damage/deterioration to surrounding property resulting from the storage of such materials or equipment.
- 7.12 The Supplier shall provide and maintain:

- 7.12.1 Temporary ladders, stairs and floors as required in a safe condition throughout the installation and commissioning works.
 - 7.12.2 Suitable handrails and substantial barricades around all openings for the protection of workmen;
 - 7.12.3 Ladders, floors, stairs and handrails shall be strongly constructed and firmly installed to ensure compliance with relevant safety legislation.
- 7.13 The Supplier shall use scaffolding in such a manner as to avoid interference with other trades, Durr Limited site management activities and the client's operations. The Supplier shall construct and maintain scaffolding in a rigid, secure and safe manner, independent of walls in accordance with relevant legal requirements or best –practice guidelines. The Supplier shall be responsible for moving scaffolding as necessary to permit the installation of other work or provide access for plant equipment. The Supplier will protect existing surfaces adjacent to any scaffolding from any damage during the construction period and make good any damaged surfaces to the satisfaction of Durr Limited and the client.

The Supplier shall be responsible for the removal of such items following completion of the work or as otherwise requested by Durr Limited. The Supplier shall ensure that such equipment is removed without undue delay.

8. SPECIFICATIONS & DRAWINGS

- 8.1 The Supplier shall treat all Specifications relating to the Contract as private and confidential. The Supplier shall not publish or disclose any particulars of the same in any trade or technical paper or elsewhere without the permission in writing of Durr Limited. Only with prior agreement by Durr Limited, may Specifications be passed on to sub-Suppliers, with the same written disclosure restrictions.
- 8.2 In the event that Client approval is required for a design matter, the Supplier shall be responsible for producing a design that is acceptable to the Client.
- 8.3 Drawings supplied by Durr Limited under the contract are intended to provide an indication to the extent of the Supplier's responsibilities. All dimensions are for indication only, unless otherwise stated, and it is the Suppliers responsibility to check the accuracy of these dimensions. Supplementary drawings required for manufacture or installation of equipment shall be the responsibility of the Supplier.
- 8.4 The Supplier shall assume responsibility for verification of orientation and alignment of all equipment to form part of the total system and make allowances for any dimensional discrepancies.
- 8.5 Column/grid references and dimensions used within the scope of work are all approximate and for general guidance only.
- 8.6 During the assembly or erection of any significant part of the work under the Contract, Specifications relevant to that part of the work shall be kept by the Supplier on Site and shall be available for reference by Durr Limited or the Client.

9. REFERENCE SPECIFICATIONS

- 9.1 Specifications issued by National Organisations, Trade Associations, Public Agencies and others referenced within the terms of this contract shall mean the latest published revision except as specifically noted.

10. MECHANICAL PLANT

- 10.1 The Supplier shall issue to Durr Limited Site Supervision a list of competent employees for operation of mechanical equipment, i.e. fork lift truck, scissors lift, cherry picker, crane. The Supplier shall provide evidence of a valid certificate of competence for each named employee prior to the use of the equipment concerned on Site.
- 10.2 The Supplier shall employ a competent banksman and a slinger where crange work is used and provide certification of competence to Durr Limited of the competence for each such employee.
- 10.3 The Supplier shall ensure all lifting equipment has current certificates of test and inspection.

11. MATERIALS & WORKMANSHIP

- 11.1 All Materials and Workmanship shall, as a minimum, be in accordance with British Standards and the best accepted practices for various trades involved. Acceptable Standards of workmanship shall be adjudged solely in the opinion of Durr Limited and/or the Client. The Supplier accepts that workmanship identified by Durr Limited and/or the Client as sub-standard, improper, visually poor or otherwise unacceptable shall be rectified at the sole expense of the Supplier.
- 11.2 All materials or workmanship of unsound, unfit or damaged character shall be removed, reconstructed, refinished and/or replaced immediately by the Supplier to the satisfaction of Durr Limited and/or the Client. Each Supplier is held responsible for damages caused by its services or workmen. The Supplier at fault shall bear the expense of corrective work and the cost of delays resulting there from. No extension of contract completion dates shall be allowed. It is not incumbent upon Durr Limited to give early notice of the rejection of faulty work, unfit or damaged materials.
- 11.3 The omission from the contract document of any minor details of constructions/installation or materials shall not relieve the Supplier from furnishing the same and such omission shall not entitle the Supplier to make claims for extra costs on material or labour.
- 11.4 All steelwork provided by the Supplier or existing steelwork to which the Supplier fixes any part of his installation shall, unless otherwise stated, be treated to remove any oils or corrosions and shall then be painted with one coat primer and two finish coats. Colour to be advised by Durr Limited. All stainless steel and galvanised materials, unless otherwise stated, shall be self colour.
- 11.5 All fixings to fully assemble and install the equipment shall be included by the Supplier. Unless otherwise stated, fixings shall be zinc plated.
- 11.6 When it is deemed necessary for shimming of steelwork, this shall be under the load area with the outer gap filled with non-shrinking grout. All shims shall be included by the Supplier and suitably sized to act as load bearing items.

- 11.7 Where making fixings to concrete in wet floor areas, the Supplier shall use chemical anchors with stainless steel components.
- 11.8 All floor loadings must be adhered to.
- 11.9 No floor breaks will be allowed, apart from where shown on the overall layout.
- 11.10 The Supplier shall take care to ensure all tools and equipment is compatible with the parent metal and will cause no carbon steel particle contamination.
- 11.11 The Supplier is to furnish any temporary bracing needed to erect the plant, as well as any shims required. It is the Supplier responsibility to level any plant in the Scope of Work.
- 11.12 Penetrations through walls, roof, floors including fire walls / barriers and the subsequent making good afterwards, where required by the Supplier to install their equipment or otherwise undertake the work associated with their contract shall be included within the scope of supply under the Supplier's contract. Pipe sleeves and insulation covering provided by the Supplier shall be used where a pipe runs through a wall or roof.
- 11.13 Samples of materials intended for use on Site shall be submitted for paint compatibility to the client. The Supplier shall be responsible for ensuring tests are carried out prior to allowing materials on Site.
- 11.14 Any materials necessary to flash equipment to adjacent surfaces shall be furnished by the Supplier.

12. INSPECTION

- 12.1 Durr Limited may inspect the Supplier's work at any time for the purpose of ensuring that the work called for in the contract is being properly executed. Durr Limited may provide to the Supplier any reasonable assistance, when requested, with the interpretation of the Specifications or provide additional information as required. Such assistance however will not relieve the Supplier of any responsibility for proper execution of the work.

12.2 On Site Inspections –

The Supplier shall provide, at all times, proper facilities and access to make inspections. In the event the Supplier covers up non-inspected work without consent from Durr Limited; the Supplier, at its sole cost and risk, shall uncover such work for examination on request.

13. TESTS

- 13.1 Unless otherwise specified in the Contract, the Supplier shall furnish all labour, materials and equipment required to undertake statutory examinations of installed materials and equipment, or other tests (including but not limited to pressure testing or weld testing) as may be required by national legislation, regulations, by-laws, rules or codes of practice or other Specifications published by Durr Limited or the Client. The Supplier shall notify Durr Limited in writing of the intent to carry-out testing required by this clause 13.1 at least two working days prior to conducting the test. All tests shall be performed in the presence of Durr Limited Site Supervision unless the

requirement for such attendance has been waived by Durr Limited in writing. All work subject to the test requirements of this clause 13.1, which is to be buried underground or otherwise concealed, shall be tested before being covered. The Supplier shall furnish Durr Limited with test results and data upon completion of the testing.

- 13.2 Any work which fails the test requirements under clause 13.1 or is otherwise identified as defective shall be removed, replaced and re-tested at the Suppliers sole cost.

14. INTERFERENCE

14.1 The Supplier agrees to cooperate with both Durr Limited and other Suppliers on Site to minimise interference with other simultaneous works and wherever practical, agrees to undertake its work in a manner and at such times so as to minimise interference with other Suppliers, Site activities or client operations. In the event of interference between two or more Suppliers, the Supplier shall cease work at any particular location when requested by Durr Limited Site Supervision. In such circumstances, the Supplier shall use his best endeavours to deploy those workers concerned to other areas of his works on the Site with minimal delay.

14.2 The Supplier shall render all necessary assistance to Durr Limited for the efficient execution of the Contract and effective management of the Site. If requested, the Supplier shall provide Durr Limited with such additional Site information as may be requested from time to time, including but not limited to Site levels or Site measurements.

15. DELIVERY, RECEIVING, STORAGE & REMOVAL OF SUPPLIER'S MATERIALS & EQUIPMENT (WORK SITE)

15.1 A Safety Plan will be available at the Durr Limited Site Office indicating access routes and parking areas. Suppliers shall not use any access route or parking facility without obtaining prior consent from Durr Limited.

15.2 Existing roads and access routes within the Site may be used by the Supplier with prior approval from Durr Limited. Such use will be in co-operation with other Suppliers and shall not interfere with the daily operations of the Client. The Supplier shall inform Durr Limited of the type and maximum weight of equipment intended for travel on these roads or access routes. Availability of Roads or other access routes cannot be guaranteed.

15.3 No personal motor vehicles may be driven onto the Site. Supplier's delivery vehicles and other mechanical plant equipment may be driven onto the Site as necessary, strictly for the performance of the work under the contract. Such vehicles must be clearly identified by the Supplier concerned and the following information shall be clearly displayed in/on the vehicle:

- Company's Name.
- Company's Site Telephone Number.
- Vehicle Licence Number or Equipment I.D. Number.
- Driver's name.
- Working location.

The requirements of this clause also apply to hired/rented plant and vehicles

- 15.4 If it becomes necessary at any time to move materials, equipment or barricades to gain access to a specific work area, the Supplier furnishing such materials, equipment or barricades shall, when directed by Durr Limited, move them or cause them to be moved without delay.
- 15.5 Each Supplier shall be responsible for the delivery, receiving, unloading and storage of their own tools, equipment and all materials whether they be consignment materials or free issue materials.
- 15.6 The use of any internal combustion powered equipment inside buildings shall be approved by Durr limited prior to use.
- 15.7 Durr Limited, or the Client shall not assume responsibility for protecting the Supplier's property including tools, equipment and materials. The Supplier shall be responsible for the provision of protective measures as may be required to ensure the safekeeping of their property; use of such protective measures shall be approved by Durr Limited prior to the adoption of such measures.

16. SUPPLIERS SUPERVISION

- 16.1 The Supplier shall co-ordinate with all other Suppliers and shall attend co- ordination meetings on the Site as deemed necessary by Durr Limited Project Manager or Site Representatives.
- 16.2 Attendance at Project Co-ordination meetings is mandatory. (Typically these meetings are held weekly or fortnightly but the frequency of these meetings may be increased or decreased at the discretion of the Project Manager.) The Supplier must be represented at such meetings by an authorised individual, suitably empowered to make decisions of a commercial nature.
- 16.3 Attendance at site safety meetings is mandatory. (Typically, these meetings are held weekly but the frequency may be increased or decreased in response to prevailing circumstances.) All parties shall actively participate and support all Safety Rules and Regulations including safety tours of the Supplier's Site with nominated safety representatives from Durr Limited or their Client.
- 16.4 All necessary Site support during and after production launch must be included by the Supplier.
- 16.5 The Supplier shall supervise and direct work using his best skills and attention. The Supplier shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for co-ordinating and controlling all portions of the work under the contract.
- 16.6 Each Supplier shall maintain on Site a competent superintendent and any necessary assistants throughout the entire duration of the works; the appointment of such superintendents and assistants shall be to the satisfaction of Durr Limited and the Client. In the event that any superintendent is deemed unsatisfactory by Durr Limited they will be promptly replaced.
- 16.7 The Supplier's superintendent shall represent the Supplier and all directions given to the Supplier's superintendent by Durr Limited shall be binding as if given to the Supplier. On request, all such directions will be confirmed in writing by Durr Limited to the Supplier.

- 16.8 Under the terms of this Contract, the Supplier will be responsible for Sub-Suppliers and/or Agents who undertake work on behalf of the Supplier.
- 16.9 In any dispute or legal proceedings between Durr Limited and the Supplier, the latter shall not set up the existence of a Sub-Supplier of any of the terms thereof as a defence to such proceedings unless the Sub-Supplier has been nominated by Durr Limited and accepted by the Supplier with such reservations.
- 16.10 Supplier disputes against other parties shall be resolved between the disputing parties. Durr Limited will not arbitrate for either party or act as mediator for these types of disputes.

17. CHANGES IN THE WORK

- 17.1 Durr Limited site supervision shall have the right at any time to require modifications, additions to and deductions from the Suppliers scope of Site installation work in the contract without rendering the contract void. All changes in the work shall be completed within the time periods defined in the contract or otherwise agreed in writing between the Supplier and the Purchaser.
- 17.2 Material changes to the Supplier's scope of Site installation and any Price variation to the original Contract Price if applicable shall be described in a variation order issued by Durr Limited. This variation order or similar written instruction provides authorisation for the Supplier to proceed with the work described therein. Additional work undertaken by the Supplier for which the Supplier expects to claim additional costs shall be at the Suppliers sole cost and risk unless an authorised variation order or request has been issued by Durr Limited for the same.

18. PROGRESS OF WORKS

- 18.1 The Supplier shall organise its work activities to achieve Milestone dates agreed between the Supplier and Durr Limited. These Milestone dates shall be defined on a master timing programme. It may be necessary for Durr Limited to occasionally revise these Milestone dates on the master timing program; in such cases the Supplier is expected to use its best endeavours to accommodate such changes into its own schedule of works. With regard to Milestone dates defined on the master timing programme, time is of the essence.
- 18.2 It is not incumbent upon Durr Limited to notify the Supplier when to begin, to cease or resume work, nor to give early notice of the rejection of faulty work, or in any way to superintend so as to relieve the Supplier of responsibility or of any consequence of neglect or carelessness by the Supplier.

19. SUPSPENSION OF OPERATIONS

- 19.1 Durr Limited shall have the right to suspend or stop any part or all of the work and will inform the Supplier of such action by written notice. The Supplier must accordingly suspend or stop any part or all of the work and operations there under for the period of time designated in the notice. The Supplier shall immediately confer with Durr Limited regarding issues detailed in clauses 19.2 – 19.5.
- 19.2 Probable duration of the suspension or stoppage.
- 19.3 Delays and extensions of time resulting there from.

- 19.4 Preservation of the work in progress and the protection of existing facilities or materials and equipment on the Site.
- 19.5 If the suspension of operations, in the opinion of the Supplier, may affect the Suppliers costs; the Supplier shall notify Durr Limited in writing within five working days. Where a Price adjustment is agreed by Durr Limited, a variation order shall be issued in accordance with clause 17.2.

20. BARRIERS & ACCESS EQUIPMENT

- 20.1 If it should become necessary to remove floor gratings during the installation of the plant, the Supplier shall ensure that the opening is protected and such grating is replaced as soon as practicable after completion of the activity requiring its removal. All grating must be protected from damage during installation. If any grating is damaged it will be replaced at the Supplier's cost.
- 20.2 The Supplier shall be responsible for installing temporary barricades and/or fencing as necessary to prevent persons accessing areas where there is a potential to fall a distance of greater than 2 metres, or lesser if identified in the risk assessment. The Supplier shall ensure that such barricades or fencing remains in situ until the risk of fall has been eliminated or other permanent barriers have been installed.
- 20.3 The Supplier shall implement all precautionary measures necessary to ensure the health, safety and welfare of all persons who may be affected by their undertaking on Site.
- 20.4 The Supplier shall take all necessary precautions to protect property and equipment, whether owned by the Supplier or other persons from damage from works required by this contract.

21. FIRE PROTECTIVE MEASURES

- 21.1 For the purpose of this clause 21, any activity which generates heat and/or sparks shall be referred as "Hot Works"
- 21.2 Combustible materials or equipment shall be stored in accordance with current legislation, best-practice guidelines and other Site rules as applicable.
- 21.3 The Supplier's superintendent shall inspect the entire project at least once each week, or more frequently as may be directed by the Purchaser from time to time, and take the essential action, where necessary, to eliminate fire hazards and assure good housekeeping practices. The Supplier shall ensure that instances of hazardous or poor housekeeping resulting from the Suppliers work are addressed without delay at the sole expense of the Supplier.
- 21.4 Notwithstanding the generality of this clause 21, the Supplier warrants that the under noted precautions will be complied with on each occasion.
- 21.4.1 Trucks and motor vehicles shall not be parked within the perimeter of any building, completed or under construction, unless directly engaged in construction, in which case the vehicle operator must be in attendance.
- 21.4.2 If it becomes necessary to use petrol, propane or diesel powered equipment (without scrubbers); the Supplier shall submit a plan to Durr Limited for proper ventilation of building areas. However, if conditions develop during the project

which requires banning the use of petrol, propane, diesel powered vehicles, equipment, or the like from enclosed structures, the Supplier will not be entitled to an increase in the Contract Price.

- 21.4.3 Provide and make available within 5 meters of each Hot Work location approved types of fire extinguishers suitable for the work being undertaken, ensuring they are always kept in good working order. The Supplier shall also ensure that sufficient trained personnel use the fire extinguishers when necessary.
- 21.4.4 Flammable liquids shall not be stored within the perimeter of buildings completed or under construction, but shall be stored in containers which shall be provided by the Supplier and area designated by Durr Limited and/or the Client.
- 21.4.5 Only temporary space heating equipment systems will be allowed. Location of units will be approved by Durr Limited and the Client, OPEN FIRES WILL NOT BE PERMITTED.
- 21.4.6 The area of the work will be cleared of combustible material for a safe distance from or beneath the place where such work is to be carried out. A safe distance shall not be less than 6 metres when welding or cutting operations are carried out. Where such precautions are impractical such material will be covered with fire blankets or similar protective equipment, to the satisfaction of Durr Limited and the Client.
- 21.4.7 Provide access to and around the Supplier's work sites. Such access shall be maintained in a serviceable condition suitable at all times for use by heavy fire fighting equipment. All such locations shall be co-ordinated with Durr Limited and/or the Client.
- 21.4.8 Hot Works operations for any type of work will be performed in strict accordance with the Clients' fire and safety regulations which may require the Supplier to secure a permit for each shift operation.
- 21.4.9 Permission must be obtained for each specific operation and for a particular time, and in no case will any permit be given which extends beyond one shift.
- 21.4.10 Sufficient fire blankets shall be used to prevent the ingress of sparks into areas potentially containing flammable substances. Tarpaulins used in connection with Hot Works operations must be fire resistant.
- 21.4.11 Combustible materials or equipment in combustible containers shall be stored in an orderly manner in a designated area. Not more than one day's supply of combustible materials or containers maybe stockpiled in one location within the building. Supplemental fire fighting equipment shall be located in the vicinity of such containers and materials
- 21.4.12 Temporary fire fighting or fire preventative equipment which becomes faulty or defective shall be replaced immediately. This temporary fire fighting facilities or fire prevention equipment shall be removed upon completion of the projects.
- 21.4.13 Gas welding/cutting equipment will be lit for as short a time as possible before use and extinguished immediately after use. Furthermore equipment

will not be left unattended

21.6 regular and thorough examinations for any signs of combustion will be made within and around the immediate vicinity of the area in which hot work has been undertaken for up to at least one hour after the termination of the Hot Work.

22. CLEANING OF PREMISES

22.1 The Supplier shall be fully responsible for keeping the buildings and adjoining premises free at all times from accumulations of all waste material, rubbish, debris, broken concrete etc., caused by the Supplier's Agents. Suppliers shall be responsible for prompt controlled disposal of all waste generated by his activities unless otherwise stated and agreed by Durr Limited.

22.2 The Supplier shall take all precautions to avoid depositing earth, mud or other debris on Site roads, public highways or parking areas. The Supplier shall remain responsible at all times for removal such contaminations at the sole cost of the Supplier

22.3 If the Supplier does not clean the premises as required:

22.3.1 Durr Limited will issue a written notice to the Supplier that the premises are not being maintained in the condition required.

22.3.2 In the event that the Supplier fails to complete the necessary clean-up activities within 24 hours from receipt of the written notice issued in accordance with clause 22.3.1, Durr Limited may elect to provide the necessary labour, materials or equipment to fulfil the necessary requirements and deduct the cost of such labour, materials and equipment from any monies then due the Supplier. If more than one Supplier is involved, such costs shall be apportioned between those Suppliers concerned at the sole discretion of Durr Limited.

22.4 As work is completed in an area, the Supplier shall remove all tools, equipment, scaffolding and surplus materials and leave the area brush cleaned.

22.5 The Supplier shall be responsible for daily brush cleaning of his work areas.

23. ACCEPTANCE

23.1 The Supplier shall not be deemed to have discharged their responsibility for works under the contract until all works, responsibilities and liabilities have been discharged in accordance with the scope of contract. Partial acceptance by Durr Limited of any work shall not constitute acknowledgement that work has been adequately completed.