

Conditions for suppliers with work at Fjernvarme Fyn sites, rev E

Fjernvarme Fyn means any company directly or indirectly controlled by Fjernvarme Fyn Holding A/S. Sites means addresses or areas belonging to Fjernvarme Fyn (including public areas when working with district heating distribution network etc.). The below mentioned conditions for suppliers with work at Fjernvarme Fyn sites are supplementary to "Fjernvarme Fyn – General conditions for supply" and will apply unless otherwise agreed between the parties in writing.

- 1. Specification and description**
 - 1.1 Supplier shall perform delivery/service in exact compliance with what has been stated in the purchase order and shall employ qualified labour with the required certificates.
- 2. Changes in the purchase order**
 - 2.1 Changes to the scope of the purchase order are only allowed by application to the purchase department. Changes not confirmed by the purchasing department in writing do not oblige Fjernvarme Fyn to make payment.
 - 2.2 Changes to the scope of the purchase order, which are sought made immediately by Fjernvarme Fyn's production department, shall be specified on Fjernvarme Fyn's time- and material sheet and be signed by Fjernvarme Fyn's supervisor in charge of the site concerned before work starts. The time- and material sheet must within 24 hours be presented by supplier to the purchasing department, cf. paragraph 9.4 and 9.5.
- 3. Services by Fjernvarme Fyn**
 - 3.1 Subject to agreement Fjernvarme Fyn can at site Havnegade 120 provide the following services at supplier's disposal free of charge:
 - a) Water from valves at existing facilities
 - b) Power from permanent supply points or from "construction site switchboards"
 - c) Compressed air from Fjernvarme Fyn installations
 - 3.2 Services at other sites than Havnegade 120, and other services like crane assistance, scaffolding, heating, ventilation etc. are only provided if stated in the written Fjernvarme Fyn purchase order.
- 4. Offices, locker rooms, work sheds and storage**
 - 4.1 Fjernvarme Fyn is only providing locker rooms and bathing facilities subject to agreement.
 - 4.2 Fjernvarme Fyn does not provide offices, work sheds or covered storage facilities, but assign space for supplier's trailers, tents etc. subject to agreement.
 - 4.3 If trailers, tents etc. need to be moved, such moves will be at the expense of the Supplier. Trailers must not be used after working hour and it is prohibited to stay the night anywhere at Fjernvarme Fyn sites.
 - 4.4 Fjernvarme Fyn assumes no responsibility for costs incurred for materials, equipment, stores, erection of and access to trailers, establishment of area for trailers and storage, connection to supply lines etc. and insurances. Fjernvarme Fyn assumes no responsibility for supplier's equipment or materials.
 - 4.5 When delivering materials or equipment by vehicle to Fjernvarme Fyn sites, the stay of the vehicle at site shall be cut to a minimum.
- 5. Pandemic**
 - 5.1 During an active pandemic, the Supplier is obligated to stay informed with regards to the latest information concerning travel to Denmark at www.politi.dk.
 - 5.2 The Supplier is obligated to and responsible for ensuring, that the criteria for travel are met.
 - 5.3 Furthermore, Fjernvarme Fyn has the right to impose further demands on the Supplier, based on Fjernvarme Fyn's responsibility, towards national authorities, as a heat- and power supplier, to secure the demand for heat and power to the costumers, during a pandemic. These demands will normally be, but are not limited to, that the Supplier is obligated to, on his own initiative and at his own cost, ensure that the relevant measures are taken as specified by the authorities i.e. medical test are taken by staff that travel from quarantine countries, in accordance with information at www.politi.dk.
 - 5.4 Fjernvarme Fyn reserves the right to control that the required obligations are met.
 - 5.5 Nonfulfillment will result in expulsion of the Supplier's staff from Fjernvarme Fyn's premises and the Supplier will carry the economic consequences of nonfulfillment.
- 6. Access to Fjernvarme Fyn sites**
 - 6.1 At site Havnegade 120 the Supplier's employees must be registered and given an admission card. The admission card is personal and shall be worn visibly. The admission card must be used at arrival and departure and in case of evacuation.
 - 6.2 At other Fjernvarme Fyn sites the Supplier's employees must be registered by the Fjernvarme Fyn supervisor.
- 7. Fjernvarme Fyn supervisor**
 - 7.1 Before commencement of work the Supplier's foreman shall approach the gate personnel who will inform the name of the Fjernvarme Fyn supervisor. If there is no gate at the site the Supplier's foreman shall approach Fjernvarme Fyn's supervisor directly.
 - 7.2 As representative of Fjernvarme Fyn the supervisor has executive powers in regards to suppliers foremen (see 2.2 above for changes to the purchase order) and the supervisor shall have access to inspect all work carried out for Fjernvarme Fyn.
- 8. Execution of the work**
 - 8.1 The Supplier must comply with all laws and safety regulations laid down by public authorities and with the Fjernvarme Fyn procedures for tidiness, health, safety and environment and other conditions. Before commencement of the work the supervisor will hand over a folder with important information about health, safety and environment at the site. It is the duty of supplier's foreman to ensure that these rules are observed by the employees.



- 8.2 Supplier shall comply with Fjernvarme Fyn's completion plans for the work concerned and work strictly in accordance with Fjernvarme Fyn's production plans. The work must be organised and carried out at the highest level of consideration in order to have a smooth cooperation with Fjernvarme Fyn and other suppliers.
- 8.3 Supplier's foreman must be able to communicate in Danish or English.
- 8.4 All safety measures are a part of the supply, i.e. coverage, barriers, markings etc. including coordination of safety measures at site.
- 8.5 Supplier's employees that need to perform hot work and/or work in ATEX areas must be in possession of required certificates. Before commencement of hot work and/or work in ATEX areas the form "Hot work/ATEX" must be completed and signed.
- 8.6 If work at site is of longer duration the Supplier's foreman is requested to participate in Fjernvarme Fyn's start-up, coordination and safety meetings.
- 8.7 The Supplier shall bring his own tools, consumables, protective equipment and other devices needed for carrying out the work.
- 8.8 The Supplier must ensure that any surplus material, packing and other waste are removed continuously. The site's waste management regulations must be adhered to and cleaning shall at no cost be coordinated with other suppliers at site.
- 8.9 On completion of work supplier's foreman shall obtain permission from the supervisor before leaving the site, and the work cannot be considered finished until approved by Fjernvarme Fyn's supervisor and upon receipt of all relevant documentation.
- 8.10 Supplier shall at his own expense replace any person declared unwanted by Fjernvarme Fyn.

9. Working hours and pay

- 9.1 The current standard working hours of Fjernvarme Fyn shall apply.
- 9.2 The working hours may be changed on grounds of production schedule. Overtime and shift work may be initiated on agreement with supervisor, or if Fjernvarme Fyn deem it necessary.
- 9.3 Travel, transportation, breaks, allowances and accommodation are only paid when agreed in the purchasing order.
- 9.4 The purchasing order will normally lay down a total fixed price, which is agreed before starting up the work. In case only hourly rates are agreed upon, the purchasing order must evidence this with all rates specified. Detailed time- and material sheets must be submitted each day for the supervisor's approval and shall be enclosed to supplier's invoice.
- 9.5 Overtime and waiting time will only be accepted by Fjernvarme Fyn when:
 - a) such agreement has been confirmed in the purchasing order, or
 - b) overtime has been ordered by Fjernvarme Fyn's supervisor, and where
 - c) in either case a detailed time- and material sheet is available showing nature of work, number of hours of overtime/waiting time, and when time- and material sheet is signed by Fjernvarme Fyn's supervisor. Overtime and waiting time details to be enclosed to supplier's invoice.

- 9.6 At Fjernvarme Fyn, working hours are smoke-free. For external (all kinds of craftsmen, contractors, consultants, advisors, etc.) the rules apply when working at the company addresses. Smoking is only permitted during the self-paid breaks if it takes place outside the land register of Fjernvarme Fyn. Fjernvarme Fyn will not be charged for the time spend, getting from and back to the land register.

10. Liability and insurance

- 10.1 Supplier is liable for any injury to persons or loss or damage to property that Fjernvarme Fyn, its employees or third parties might sustain as a consequence of errors and omissions or negligence by supplier or anyone for whom supplier is liable. Supplier is liable for all persons who take part in the work of supplier.
- 10.2 The Supplier shall indemnify and hold Fjernvarme Fyn harmless against any claim which may be raised against Fjernvarme Fyn as a result of the Supplier's work for or supply to Fjernvarme Fyn due to errors or omissions of the Supplier or anyone for whom Supplier is responsible, including but not limited to claims resulting from damage to third party property or person.
- 10.3 Approvals, directions, instructions or advice from Fjernvarme Fyn, including the supervisor, do not exempt supplier from any part of his liability.
- 10.4 Fjernvarme Fyn can under no circumstances demand damages for indirect losses and other consequential losses at Fjernvarme Fyn or at possible downstream levels, including but not limited to operating losses, profit losses, production losses, power failures and expenses of replacement power, unless supplier has acted with intent or gross negligence.
- 10.5 Supplier shall take out and duly maintain the necessary insurance policies covering persons and property at his own expense, including the statutory employers' liability insurance and product and business liability in connection with fire- and explosion damage. The insured sum for damage to property and personnel insurance shall be not less than DKK 15 million per instance of damage, but maximum DKK 25 million per year.
Fjernvarme Fyn reserves its right to insist on the insurance certificate being presented for approval as well as proof of the insurances being in effect.

11. Labour clause

If the purchase order relates to construction works and services Fjernvarme Fyn's labour clause regarding the insuring of employee rights in connection with work performed for Fjernvarme Fyn applies. The labour clause sets requirements for pay and employment terms of the employees. **The Labour clause contains penalty provisions for non-fulfillment.**

If the labour clause is not enclosed the purchase order as a separate appendix, it is available at:

<https://www.fjernvarmefyn.dk/leverandoerer/generelle-betingelser/overblik-overview/general-conditions/>.