











Dear External Supplier,

We send you our TVH House rules and declaration concerning confidentional information for external companies working at TVH.

If have already subscribed these declarations in the last 12 months, you don't need to fill it out again.

Kindly contact the Project Responsible or myself should you have further questions about this document. Meanwhile, we are already looking forward to a pleasant cooperation with your company.

Kind regards,

Frederik Hanssens Safety and Environment Coordinator

1. TVH Houserules for External Suppliers and their Sub-Contractors

In enclosure 1 with this letter you will find the <u>TVH Houserules for External Suppliers and Sub-Contractors</u>. These Houserules are observable within every partnership that is part of the Group Thermote & Vanhalst (below "TVH"), among others, TVH Forklift Parts N.V., Thermote & Vanhalst N.V., TVH Rental Equipment N.V.

Every employee of a company that is executing - directly or indirectly - contractors work (below "External Supplier") in assignment of TVH should live up to the TVH Houserules. As an External Supplier you should inform all your fellow workers that enter a company territory of TVH about these houserules on forehand. A qualified fellow worker should fill in enclosure 2 "Form on acquaintance", sign it and deliver it back to the prevention advisor of TVH, Mister Frederik Hanssens, before the beginning of the contractors work.

If you, as a directly appointed External Supplier, appeal to one or more sub-contractors, you should inform TVH about this before the commencement of the work. You should also make sure that every sub-contractor lives up to the TVH houserules separately and deliver us the Form on acquaintance back.

2. Employment of Youngsters at TVH

Please take note that <u>youngsters</u> can only be employed in accordance with the conditions of the Belgian legislation regarding the youngsters at work, and provided preceding approval of the Project Responsible.

3. Additional costs













TVH expects you, as an External Supplier, to commit to the contractors work in complete accordance with the TVH Houserules and the legal conditions (among others concerning safety, environment and fire protection).

Consequently, TVH will reject every claim to compensations which are not-included in the order form.

TVH will charge all the assistance in services or materials that it grants to the External Supplier in view of the safe execution of the contractors work, to the External Supplier at her usual rates.

Should there be, despite all the precautions taken, any serious accident by the agency of a fellow-worker of an External Supplier, or if an External Supplier is the victim of an accident, the prevention service of TVH and the External Supplier will examinate all the circumstances of the accident together. Should third parties need to be involved in this investigation, the cost for this will be equally carried by both parties.

4. Confidential information

In enclosure 3 with this letter you fill find a <u>Statement of Confidentiality</u>. Kindly fill it in, sign it and complete it before the commencement of these contractors work and deliver it back to the Safety, Health & Environment coordinator of TVH, Mister Frederik Hanssens.

At his turn, TVH commits itself to keep the Confidential Information of the External Supplier of TVH a secret in the same extent, to prevent all illicit use, copy, spreading and publishing of it. TVH commits itself especially not to publish Confidential Information concerning the use of software of the Logistic Service Provider to thirds without his written consent. TVH makes out a case for his employees and representatives.

We furthermore wish to indicate that TVH preserves the right to refuse your employees the access to the company if the regulations of this letter are not strictly observed. In that case, we will not be obliged to pay any movement- or labour costs, nor any compensation.

Enclosures:

- 1. TVH Houserules for External Suppliers and their Sub-Contractors.
- 2. Form of Acquaintance
- 3. Statement of Confidentiality













TVH HOUSERULES FOR EXTERNAL SUPPLIERS AND SUB-CONTRACTORS

General emergency number 056 434 900

Contact person

Safety, Heanth and Environment Coordinator: mr. Frederik Hanssens: +32 56 434 934.

Project responsable: mr. + 32 56 434

Company gate

Parking

GENERAL SAFETY INSTRUCTIONS

In the event of accident or fire: Call the emergency number or the Project Manager

In the event of an alarm:

Follow the instructions of the Project Manager, the prevention advisor and/or the internal fire brigade

> In the event of evacuation: The assembly point is the parking in front of Main Reception.

GENERAL INSTRUCTIONS

- 1. Report to Main Reception on arrival and departure. You will be given a badge, a copy of the House Rules and any practical information you may need. You will need to sign to acknowledge receipt of these. You will be referred to the Project Manager.
- 2. When you leave, have the Project Manager sign your work slip and hand your badge into Main Reception.
- 3. Drive your company vehicle to the assigned gate to unload your equipment. Then park your vehicle immediately in the car park assigned to you.
- 4. Only access areas of the site where you are supposed to be to do your job. Access to other areas is strictly prohibited.
- 5. The site is accessible every working day between 07.30 and 18.00 h. If you need access outside these times, submit your request to the Project Manager at least 24 hours in advance.
- 6. Keep your speed down to 20 km/h. Pedestrians have right of way at all times. Follow the usual rules of the road.
- 7. No smoking anywhere on the site. Bringing alcohol or drugs onto the site is prohibited. Access is also prohibited for any person who is under the influence of alcohol or drugs.
- 8. Keep the sanitary facilities tidy and hygienic.
- 9. No photography.
- 10. Children are not permitted on the site.
- 11. Vehicles, material and belongings may be subjected to checks by an external security firm at the request of TVH.

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- 12.TVH accepts no liability whatsoever for the loss of tools or personal possessions. Do not leave money or items of value unattended.
- 13. The sub-contractor is liable for any damage caused at TVH by him or his staff. Report any damage or fault to the Project Manager without delay.
- 14. Comply with all health and safety signs.
- 15. Work must be carried out in compliance with the generally applicable principles of health and safety.
- 16. Only use equipment with the necessary test certificates. The sub-contractor must provide the required personal protection equipment for his staff.

YARD ORGANISATION AND MAINTENANCE

- 17. Organize the yard in such a way as to guarantee safety in the yard and on the site. Install signs where necessary.
- 18. Keep access to emergency exits, first aid materials and fire extinguishing equipment free at all time. Keep site roads clear for the emergency services.
- 19. Request permission from the Project Manager 24 hours in advance if you wish to store building and other materials or to erect builders' huts or other constructions.
- 20. Do not modify existing safety provisions at any time during the contract except after consultation with the Project Manager and with the written consent of the Safety, Health & Environment coordinator.
- 21. Only draw electricity from the place and in the way instructed by the Project Manager. Do not use the red sockets.
- 22. Only use tools or products that will not jeopardise health, safety or the environment. The use of chemical products with any of the following safety warnings is totally prohibited:
 - R45 (carcinogenic)
 - R46 (may cause severe genetic harm)
 - R49 (carcinogenic when inhaled)
 - R60 (may reduce fertility)
 - R61 (may harm an unborn child)
 - R64 (may cause harm via breast-feeding)
 - R39 (risk of severe irreversible effects)
 - R26 (highly toxic when inhaled)
 - R27 (highly toxic on contact with the skin)
 - R28 (highly toxic when ingested)
 - R32 (forms highly toxic gases in contact with acids)
- 23. Leave the yard tidy: clean up oil or grease stains on the ground, collect and sort your waste. Ask the Project Manager for permission to leave waste in the TVH containers. Building, garden and packaging waste should be taken along. Under no circumstances may chemicals such as oils, lubricants and coolants be drained.
- 24. The Project Manager, the Safety and Environment Coordinator and/or an external safety coordinator will supervise correct compliance with the safety regulations. Their instructions must be strictly followed at all times.

HIGH-RISK WORK AND HAZARDOUS JOBS













- 25. Hazardous jobs may only be carried out by staff who can prove they hold the required qualifications. Hazardous jobs include erecting scaffolding, working with hazardous substances, operating goods handling equipment (e.g. forklift trucks, cherry pickers), working at height with personal protection against falls, working with breathing equipment,
- 26. Ask the Safety and Environment Coordinator for a work permit before carrying out high-risk work such as working in enclosed areas, on roofs, gantries, work with a high fire risk (e.g. grinding and welding), construction work, structural alterations.
- 27. Ask a hot work permit to the Safety, Health and Environment coordinator before carrying out work with risk of fire (e.g. grinding, welding...)
- 28. When working with a fire risk, provide additional fire extinguishers with sufficient extinguishing capacity within reach. Take the necessary precautions including making sure you provide fire extinguishers, securely covering all flammable materials or removing them from the immediate vicinity.
- 29. Secure the yard and the immediate vicinity against unauthorized access if you are carrying out hazardous jobs that pose a safety risk to the environment. These may include working at a height of over two metres, working with a fire risk. This should always be done in consultation with the Project Manager. If the sub-contractor does not provide sufficient safety measures, TVH reserves the right to take additional safety measures at the sub-contractor's expense. Work equipment for working at height can be foreseen for free, if the sub-contractor does his request at least 24 hours before the start of the work).
- 30. Ask the Project Manager for a plan of the underground pipes before starting shaft, excavation, drilling or explosive work on the site.

SANCTIONS

The sub-contractor is liable for any damage arising from the failure of any of his employees to comply with the TVH House Rules. Notification of default will be made verbally and confirmed by registered letter within three working days.

The Project Manager or another person authorized by TVH may immediately deny access to the site to staff of the sub-contractor that fails to comply with the TVH House Rules.

The Project Manager or another person authorized by TVH may suspend execution of the contract and exclude the sub-contractor from future contracts.

The statutory provisions of Belgian law shall apply.



Customer



TVH Forklift Parts









EQUIPMENT REPAIR
DIVISION Enclosure 2



Form of Acquaintance (Fax to 056/43.48.34, TVH Safety and Environment Service)

Safety and Environment Coordinator TVH		Frederik Hanssens
Project Responsible TVH		
TO BE FILLED IN BY THE EXTER	RNA	AL SUPPLIER:
Company name:		
Address:		
Telephone:		
Name of contact person when there is an emergency:		
GSM		
Name safety responsible:		
GSM		
Name yard responsible:		
GSM		
Name authorized delegate:		
GSM		
Description of the activities to be done:		
Kindly bring this form back to the TVH Safety and Environment Service before commencement of the work; if not, TVH preserves the right to refuse access of your employees to the company terrain. In that case, we will not be obliged to pay any movement- or labour costs, nor any compensation.		
to have received a copy	of	[position], declares in name of company the TVH House rules for External Suppliers and Sub-Contractors the personnel he employs lives up to these House rules at TVH.
Date: Signature:		

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Statement of confidentiality

	with headquarter at and legally			
repre "Part	sented by mister,, (below "External Supplier of TVH" or			
DECL	ARES THE FOLLOWING:			
1.1.	. In the present Statement, the expression "Confidential Information" comprises: not publishing functional, technical, commercial or financial information, either in material or immaterial form (for example written or oral provided data, visual observations in the premises of TVH and/or electronic stored data concerning the group TVH or her activities), including:			
	 Businesslike secrets, systems, knowhow, products, processes, inventions, computer software programs and/or marketing- or sales techniques, maps of buildings, data about access and accessecurity, technical plans; Clients, suppliers, salesmen, consultants, independent contractors and/or employees, and Every other data that TVH considers as confidential, or that is considered to have a confidential nature; that is protected, secret or property of TVH in view of the employment of this legislation. 			
1.2.	The External Supplier of TVH commits itself to:			
1.3.	Only use Confidential Information in view of the services to TVH, and this in a way that doesn't damages TVH by any means.			
1.3.1	, , , , , , , , , , , , , , , , , , , ,			
1.3.2 1.3.3	employees of TVH that need this information for the execution of their function			
1.4.	. The constitutions of the previous article are not used if exposure is obliged by the law, a government- or any other regulation or judicial order.			
1.5.	5. The External Supplier of TVH makes out case for his employees and representatives.			
1.6.	. The pledge of secrecy in this agreement is valid during the whole duration of the business connection between TVH and the External Supplier of TVH and afterwards.			
1.7.	When the business connection between TVH and the External Supplier of TVH is finished, the External Supplier of TVH will spontaneous return or destroy (according to what TVH prefers at the moment) all the Confidential Information (including all copies and extracts) that it possesses and that it controls.			
1.8.	Every violation against this agreement will be seen as a serious omission.			
Signe	ed at, on,			
Partn	ership:			
Respi	resented by:			

Function: