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This requirement profile applies to all contractors (hereinafter referred to as “SUBCONTRACTORS”) of RINNEN GmbH & Co. KG, Internationale Spedition, including all German and non-German affiliates and subsidiaries as exist at the given time (hereinafter referred to as “RINNEN”). At the time of writing these include the following affiliates and subsidiaries: RINNEN UK Ltd, RINNEN GmbH & Co. KG Niederlande, RINNEN Belgie B.v.B.A., RINNEN GmbH & Co. KG Sucursal en España, RINNEN Italia S.r.l., RINNEN Polska Sp. z o.o.

RINNEN’s success as a transport company and logistics service provider within the transport industry is closely connected to the quality of the SUBCONTRACTORS RINNEN appoints to fulfil orders. RINNEN can only meet the ever-changing security standards and quality requirements demanded by the law, authorities and hauliers by acting in concert with its SUBCONTRACTORS. RINNEN’s management system to ensure quality and meet environmental, health, and many workplace safety requirements requires that SUBCONTRACTORS strictly observe RINNEN’s continually updated and enhanced quality standards.

The requirement profile for SUBCONTRACTORS applies to all individual orders that RINNEN places with SUBCONTRACTORS and all related contracts, especially leases of tank containers (hereinafter referred to as “TC”) and chassis. Any extra provisions made explicitly in the individual orders that may differ from this requirement profile shall supersede the provisions in this profile. The SUBCONTRACTOR is free to enter into contracts with and act on behalf of third parties.

The SUBCONTRACTORS and their employees must observe all statutory and contractual obligations and all obligations imposed by authorities, in order to exclude any danger to individuals, goods, other property and the environment.

RINNEN’s transport contracts regularly involve sensitive and often also hazardous goods. Handling these goods imposes a high demand on the quality and security of work processes, especially regarding loading and unloading, storage and transport. In order to meet these demands RINNEN only appoints SUBCONTRACTORS that can be expected to satisfy the requirement profile. RINNEN will ensure that the profile is met in RINNEN’s own operations as well as in the SUBCONTRACTOR’s, through regular controls, assessments, meetings and auditing. This requirement profile applies to all SUBCONTRACTORS working for RINNEN nationally and internationally.

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The SUBCONTRACTOR and RINNEN have agreed as follows:

1. The SUBCONTRACTOR shall ensure an orderly running of business. Further to prior notification the SUBCONTRACTOR shall allow RINNEN to inspect its operations and premises within the framework necessary for assessing the contractually owed performance. The SUBCONTRACTOR agrees to an annual audit.
  
2. The SUBCONTRACTOR shall comply with contractual deadlines and use only technically faultless equipment to fulfil its contractual duties. The doors of its tractor units shall be labelled with the name and address of its company.
  
3. The SUBCONTRACTOR shall insure its vehicles with the following insurances:
  - vehicle liability insurance,
  - additional insurance against all damage arising from the contamination or mixing of substances – also in customers’ tanks – or arising from insufficient cleaning of the means of transport used, or from incomplete unloading or other improper use of a means of transport or other equipment as well as generally against any damage for which it would otherwise not be liable under Section 432 Sentence 2 of the German Commercial Code (HGB),
  - liability insurance against damage to goods in transit, according to the German Road Transport and Haulage Law (GüKG), HGB and the Convention on the International Carriage of Goods by Road (CMR),
  - comprehensive liability insurance, including environmental liability insurance,
  - insurance against damage to third party property (e.g. to RINNEN’s containers).

The SUBCONTRACTOR shall not fall short of the minimum level of cover listed in the annex to this requirement profile without written consent from RINNEN.

The minimum level of cover also applies to SUBCONTRACTORs based outside Germany, in the event that the national minimum extent of coverage in their country of domicile is lower.

The SUBCONTRACTOR should feel free to seek advice from RINNEN regarding its insurances. In view of the large portfolio of insurance covers that RINNEN has taken out, it may prove advantageous in terms of cost for the SUBCONTRACTOR to take out insurances brokered by RINNEN rather than other brokers. If the SUBCONTRACTOR chooses to take out the insurances demanded by these requirements independently of RINNEN, it shall be required to document the existence of such insurances to RINNEN in an appropriate form.

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4. The SUBCONTRACTOR must be in possession of a current copy of the manual applicable to the RINNEN organisation titled “Working Manual for Drivers of SUBCONTRACTORS”. This manual is an integral part of this requirement profile and must be observed by SUBCONTRACTORS.


5. The SUBCONTRACTOR shall only appoint hand-picked drivers who have undergone thorough technical training and have all licences and certificates of proficiency necessary for the transports in question. The SUBCONTRACTOR shall carry out the commissioned transports using only its own employees and may not itself outsource to another company or person.

A general ban on the consumption of alcohol or other intoxicating substances applies to the SUBCONTRACTOR’s personnel during all working hours. The SUBCONTRACTOR shall prepare its employees that they must submit to alcohol tests, including tests without advance warning, while they are on RINNEN’s premises.

6. The SUBCONTRACTOR shall provide all of its employees who are involved in the contractual performance, and especially drivers, with the knowledge necessary for the safe and qualified execution of the work, and give them the necessary documents. This includes, *inter alia*:

- requirement profiles issued by the chemical industry;
- checks that must be observed before departure and upon every change of a vehicle unit;
- a valid ADR driver training certificate;
- training in the use of personal protective gear;
- training in defensive driving as well as safe driving (ECO-Training);
- a procedure equivalent to Behaviour Based Safety (BBS) relating to loading and unloading, including
- the necessary operating instructions;
- responsibilities at the loading and unloading point;
- equipment cleaning instructions;
- guidelines for the use of mobile phones and seatbelts;
- parking of vehicles; national regulations applying to driving routes and tunnels.

7. The SUBCONTRACTOR must run an on-going safety training programme teaching safety to all employees involved in the contractual performance. This training must at least contain the content of the BBS Training (Behaviour Based Safety Guidelines for the Safe Driving of Road Freight Vehicles; and Behaviour Based Safety Guidelines for the Safe Loading and

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Unloading of Road Freight Vehicles) that is current at that time and of the SQAS (Safety and Quality Assessment System). The SUBCONTRACTOR shall upon demand demonstrate to RINNEN that the training has taken place, as well as the actual duration and content thereof.

8. The vehicles employed by the SUBCONTRACTOR shall carry the protective equipment necessary to execute the work demanded by the contract observing the relevant statutory and official regulations. The SUBCONTRACTOR shall check the protective equipment with sufficient regularity to ensure it is complete and in perfect working order. The SUBCONTRACTOR shall be responsible for ensuring that drivers actually use the equipment whenever necessary.


9. The SUBCONTRACTOR shall make sure that all necessary transport permits (e.g. EU permits, non-EU permits, CEMT permits and any special permits required) are present and stored in the vehicle – including original documents where necessary. Whenever RINNEN so requests, these documents must be presented. In addition, all original documents must be presented to RINNEN at regular intervals.

10. During transport all freight and security documentation (e.g. accompanying documents, check lists, accident procedure sheets and customers' instructions) shall be stored in the vehicle in the required place. Drivers must familiarise themselves with the content of the accident procedure sheets.

11. The SUBCONTRACTOR shall run an emergency system with a phone number that can be reached at all times. The SUBCONTRACTOR shall immediately notify RINNEN of any incidents that might endanger the proper fulfilment of the contract. This especially concerns all delays in transport and other deviations from the contractually defined performance. The SUBCONTRACTOR shall take all actions required to enable RINNEN to seek a timely remedy where necessary.

The SUBCONTRACTOR shall take disciplinary action against any infringements by drivers of the regulations governing work times, driving times and rest periods. In order to avoid recurrence, the SUBCONTRACTOR shall provide suitable instructions, including training, if necessary. The SUBCONTRACTOR shall prepare reports on a regular basis covering possible infringements and remedial measures, which it shall provide to RINNEN upon request.

12. Especially when choosing the means of transport, the SUBCONTRACTOR shall take into account environmental considerations, and whenever possible opt for vehicles with low-pollutant engines. In addition, the SUBCONTRACTOR will use suitable measures for the efficient use of energy (e.g. ECO-Training). These must be documented and provided to RINNEN upon request.

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13. The SUBCONTRACTOR shall keep the equipment provided to him by RINNEN for loading and for transport, including all auxiliary equipment – especially hoses, couplings, fastening straps and charging devices – in good working order. It shall treat the items provided to it by RINNEN for temporary use professionally and with all due care. After work on the contract has been completed the SUBCONTRACTOR shall return all items in a complete and well-cleaned state to RINNEN without specifically being ordered to do so. The CONTRACTOR shall bear the cost of any cleaning or repairs and shall compensate RINNEN for any missing items.


14. As a precaution the SUBCONTRACTOR shall, at regular intervals no longer than half-way between the statutory or official maintenance dates, conduct additional technical inspections on the vehicles and equipment used. The SUBCONTRACTOR shall make records of such inspections, which it shall keep and present to RINNEN when requested to do so.

15. The SUBCONTRACTOR shall follow the directions issued by RINNEN’s schedulers regarding the choice and use of tank cleaning facilities, transport routes and parking lots.

16. The SUBCONTRACTOR undertakes to keep all information that has come to its knowledge in connection with the contractual performance strictly confidential even after the contractual relationship has ended. This clause is also binding for the SUBCONTRACTOR’s employees. The confidentiality obligation does not apply in cases where the information (i) needed to be disclosed to a third party due to a provision contained in this requirement profile or in a contract entered into on its basis, (ii) was already known under non-confidential circumstances to the SUBCONTRACTOR before this requirement profile came into force, (iii) is or has become general public knowledge without the contribution of the SUBCONTRACTOR, (iv) was disclosed to the SUBCONTRACTOR by a third party under non-confidential circumstances, (v) verifiably came to the SUBCONTRACTOR’s knowledge independently of RINNEN, (vi) was disclosed by RINNEN to a third party under non-confidential circumstances, (vii) was authorised for disclosure by RINNEN in writing, or (viii) where the information must be disclosed for legal reasons, due to a ruling by a court or authority.

17. Transports with a chassis and/or tank container and/or tank container chassis:  
There are cases where (i) a SUBCONTRACTOR does not possess its own TC and/or chassis for the transport or (ii) the SUBCONTRACTOR’s TC and/or chassis have not been approved by RINNEN or (iii) RINNEN has specified that an individual transport can only be executed using RINNEN’s own equipment. In such cases, RINNEN shall lease the necessary TC and/or TC chassis and/or chassis from RINNEN’s equipment pool to the SUBCONTRACTOR. For this lease RINNEN will charge the SUBCONTRACTOR the following rental amounts per month (plus the respective statutory VAT):

per chassis:	€ 640.00
per tank container:	€ 640.00
per tank container chassis:	€ 1,280.00

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The lease contracts for TCs shall be governed by RINNEN’s “Tank Container Leasing – General Terms and Conditions” and the lease contracts for vehicles by the “Vehicle Leasing – General Terms and Conditions”, which the SUBCONTRACTOR may view and download in the current version from the RINNEN website at <http://www.rinnen.de/logistik/vermietung/> .

The SUBCONTRACTOR shall ensure that at all times the additional road tax for trailer use has been paid for all tractor units that it uses in the performance of the contract. Written proof that the appropriate taxes have been duly paid for each tractor unit must be provided to RINNEN at the beginning of the contractual relationship. The same applies when changes or switches in tractor units takes place.


18. The SUBCONTRACTOR’s obligation to pay rent may rest while it is on holiday, on sick leave or when repairs have become necessary. In such cases, the duty to pay rent shall be suspended no earlier than the time the responsible RINNEN team leader or transport manager (“Speditionsleiter”) receives written notification from the SUBCONTRACTOR using RINNEN’s dedicated form. The obligation to pay rent may be suspended repeatedly but only for a maximum duration of one week after notification each time. After one week has passed it will be at RINNEN’s discretion whether to continue suspending the rent. It is not possible to suspend rent payments retroactively to a time prior to notification. During an active suspension the SUBCONTRACTOR is prohibited from using the leased object.

19. RINNEN runs a paper-free accounting system registering the work performed by a SUBCONTRACTOR in the form of credits. Actual pay-outs of these credits to a SUBCONTRACTOR can only be made once the SUBCONTRACTOR has provided RINNEN with its bank account details and an original copy of a current document from the competent tax authority stating its tax number. Term for payment: Pay-outs shall be made by the 25th day of the month after a credit has become effective. A credit falls due on the day the consignment note is received at RINNEN’s Moers headquarters plus a processing period of a further 7 working days.

As an alternative to the above term for payment (25th day of the following month) RINNEN shall make advance payments within 7 calendar days from the day the credit falls due upon written request by the SUBCONTRACTOR deducting a discount of 2.2%.

The SUBCONTRACTOR is not entitled to assign its demands arising from the contract to a third party. This does not, however, apply to monetary claims.

The SUBCONTRACTOR is only entitled to set-off or withhold payments or to use the defence of non-performance should its claims have been legally ascertained or accepted, or be uncontested.

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20. The SUBCONTRACTOR delivers its contractual obligations as an independent entrepreneur. It is explicitly not an employee posing as an independent entrepreneur (“Scheinselbstständiger” according to section 2 number 9 of the German Social Security Code (SGB) VI and number 7 of the SGB IV. In case of any doubt regarding its legal status as an independent entrepreneur or employee, the SUBCONTRACTOR will provide an official status request according to section 7a of the SGB IV to the German Federal Pension Fund Union (Deutsche Rentenversicherung Bund). The SUBCONTRACTOR shall fulfil its obligation to register according to section 28a of the German Social Code IV (SGB IV). The SUBCONTRACTOR shall observe the requirements of the German Minimum Wage Law (MiLoG) and transfer all social security contributions due within the requested time period. Official status requests and/or proof of payment of social security contributions and of the minimum wage must be provided to RINNEN upon request.

If requested to do so the SUBCONTRACTOR shall also disclose to RINNEN a report on itself by the “SCHUFA” German credit bureau, which must not be older than three months.

21. In the event this requirement profile is infringed or if wilfully false statements have been made, RINNEN will be entitled to terminate a running transport contract without notice and without prior warning at any time. Notwithstanding the above, in the event of a customer complaint for which the SUBCONTRACTOR is responsible, RINNEN shall be entitled to retain a contractual penalty of 5% of the remuneration for the transport. Further claims for damages shall remain unaffected by this.


22. The SUBCONTRACTOR shall immediately notify RINNEN of any changes in the company details listed in the annex to this requirement profile. This especially concerns changes in the crew of drivers listed.

23. For all legal disputes arising from or in connection with this requirement profile, the exclusive legal venue for all contracting parties is the location of RINNEN’s head office at Gutenbergstraße 27, 47443 Moers, Germany unless this is inconsistent with mandatory legal provisions. However, RINNEN shall also be entitled to take the SUBCONTRACTOR before its competent local court.

SUBCONTRACTORS not based in Germany shall appoint a German representative authorised to receive written communications from attorneys and other persons in connection with existing or impending legal disputes.

The laws of the Federal Republic of Germany shall apply.

Additions or changes to this profile shall be made in writing, including the amendment of this clause on the written form itself. No subsidiary agreements exist.

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RINNEN shall only process and use the SUBCONTRACTOR's personal data appearing in this requirement profile and the contract entered into on the basis thereof for the purpose of managing the contract, customer care, market research and opinion polling and its own advertising.

24. Should a provision or several provisions of this requirement profile, including its annexes or a provision in a contract entered on its basis be wholly or partially invalid or should a loophole emerge in this profile or a contract entered on its basis the legal effectiveness of the other provisions shall not be affected. The parties undertake to agree on another provision replacing the invalid one to come as close as possible in terms of content, form and extent to what the parties had in mind and their material purpose when drafting the invalid clause.

The same applies in the event of a loophole. In the event it is only possible to fulfil the material aim of this profile or a contract based thereon by adding additional provisions, both parties hereby undertake to agree on such provision or provisions without delay.

25. Wherever foreign language translations of this requirement profile deviate from the original German version the provisions of the German original shall prevail.


\_\_\_\_\_ (Place) \_\_\_\_\_ (Date)

RINNEN

SUBCONTRACTOR


Last changed: 06.03.2017



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25. Company details

Company name	
Address	
Country	
For foreign companies: Address of the appointed German representative authorised to receive communications	
Tel	
Fax	
Email address – for general correspondence	
Email address – for the paper-free accounting sys- tem	
Website	
Office hours	
Emergency phone number after office hours	
Company Director / Owner	
Tel / Email	
Head Scheduler	
Tel / Email	
Emergency Representative	
Tel / Email	
Safety Representative	
Tel / Email	


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Bank details	
VAT number	
IBAN	
Swift code	

Insurances			
Vehicle liability insurance			
Comprehensive liability insurance			
Swift code			

#### 26. Certificates

Contact details of the QM representative:	
Certified according to ISO EN 9001:2008	<input type="radio"/> Yes (a copy of the certificate is included) <input type="radio"/> No <input type="radio"/> We are aiming for certification by _____ <span style="float: right;">(Date)</span>
Certified according to ISO EN 50001:2011	<input type="radio"/> Yes (a copy of the assessment summary is included) <input type="radio"/> No <input type="radio"/> We are aiming for an assessment by _____ <span style="float: right;">(Date)</span>
Certified according to "Responsible Care"	<input type="radio"/> Yes (a copy of the assessment summary is included) <input type="radio"/> No <input type="radio"/> We are aiming for an assessment by _____ <span style="float: right;">(Date)</span>
Certified according to ECOVADIS	<input type="radio"/> Yes (a copy of the assessment summary is included) <input type="radio"/> No <input type="radio"/> We are aiming for an assessment by _____ <span style="float: right;">(Date)</span>
SQAS assessed	<input type="radio"/> Yes (a copy of the assessment summary is included) <input type="radio"/> No <input type="radio"/> We are aiming for an assessment by _____ <span style="float: right;">(Date)</span>


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The following drivers have been appointed by us to perform the transports:


No.	Surname	First name
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The insurances required under article 3 of this profile must have the following extent of coverage:

<b><u>Vehicle liability insurance:</u></b>	<b><u>a) German companies:</u></b>  Cover of at least 50 million Euros for damage to individuals, objects and property; at least 8 million Euros per person damaged and 5 million Euros for damage to the environment a 1) Co-insurance for the carriage of dangerous goods of all hazard classes according to the German directives ADR and GGVS, especially classes 2 and 3 (combustible or highly flammable gases and liquids), however excluding classes 1 and 5 a 2) Additional insurance for damages resulting from contamination or from the mixing of substances, including damage to customer tanks, e.g. through insufficient cleaning of the container used, or by incorrect unloading at the recipient's place, or by similar instances of misuse of a container or equipment that was covered by vehicle liability insurers prior to the ruling of the German
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	<p>Federal Court BGH No. I ZR 240/03 of 5 October 2006. The insurance company must waive the counterclaim based on lack of liability according to section 432 sentence 2 of the German Commercial Code (HGB). The minimum extent of coverage must be at least 2.5 million Euros.</p> <p><b>b) <u>Foreign companies:</u></b></p> <p>Highest cover possible under the laws of the country</p> <p>b 1) Co-insurance for the carriage of dangerous goods of all hazard classes according to the German directives ADR and GGVS, especially classes 2, 3, 5, 6, and 8, but excluding classes 1 and 7 (explosive and radioactive substances)</p>
<b><u>Container insurance:</u></b>	SUBCONTRACTORS active in the truck driving business must take out an additional container (hull) insurance with a cover of at least 30,000.00 Euros for every single RINNEN container.
<b><u>Goods in transit insurance:</u></b>	<p>a) <u>in cross border road transport according to CMR:</u></p> <p>Maximum compensation according to article 23 CMR (<b>8.33 Special Drawing Rights per kilo of gross weight</b>) including optional raising of the cover by value statement or by declaration of interest according to article 24 and article 26 CMR.</p> <p><u>b) in domestic-German commercial road transport according to the German Commercial Code (HGB) or the German Road Transport and Haulage Law (GüKG):</u></p> <p>for claims resulting from damage to goods in transit or loss thereof according to article 431 section 1 and 2 of the German Commercial Code (HGB) in connection with article 449 of the German Commercial Code (HGB) → <b>40 Special Drawing Rights per kilo of gross weight</b></p> <p>for claims according to article 433 of the German Commercial Code (HGB) (various damage to property) → according to the specifications of the German Commercial Code (HGB) and of the agreement above</p>
<b><u>Comprehensive liability insurance:</u></b>	- minimum blanket cover of 2.5 million Euros for damage to individuals or to property

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<b><u>And environmental liability insurance:</u></b>	<ul style="list-style-type: none"> <li>- minimum cover of 50,000.00 Euros for damage to property</li> <li>- minimum of 2.5 million Euros for environmental liability</li> </ul>
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