

Guideline for Non-Integrated Transport Providers of HGK Chemical Logistics GmbH

1. SCOPE OF THE GUIDELINE

This guideline applies to non-integrated transport providers (hereinafter referred to as “Contractor”) of HGK Chemical Logistics GmbH (hereinafter referred to as “HGK”) according to the CEFIC/ECTA definition.

2. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor guarantees to comply with all national and international laws and regulations and to hold the permits and licenses required for the requested transports.

The Contractor guarantees that all information made available to it by HGK will not be shared with unauthorized third parties without the prior and written consent of HGK. He is not authorized to share this information to his customers or suppliers or to communicate with them about it. The Contractor is not authorized to refer to this policy (or any part thereof) in external communications or publications without the prior written consent of HGK.

Sub-chartering of orders to third parties is not permitted.

By accepting an HGK transport order, the Contractor agrees to all points of this guideline. These guidelines are available for download on the HGK Shipping GmbH website.

[HGK Shipping GmbH - Driving Innovation and Sustainability](#)

3. APPROVAL OF THE CONTRACTOR

HGK only awards contractors who have been approved by the responsible procurement employee.

Basic company information is requested from every potential Contractor. This includes:

- Filled out TSQ from HGK
- Insurance certificates
- Certificates (e.g. ISO 9001, SQAS, etc.)
- EU license
- Certificate of the dangerous goods adviser
- Driver’s manual

In order to work for HGK, the submission of the requested company information is mandatory.

If the Contractor is SQAS audited, HGK requests access to the relevant reports in the SQAS database, to consider the results/reports for the Contractor's approval.

Approval is granted after review of all company information, through an assessment of current performance and consideration of all quality, environmental or safety management systems.

If the contractor is permanently unable to provide an appropriate service, the approval will be revoked.

4. INSURANCE

At request of HGK, the Contractor must obtain insurance certificates from its insurer(s) and provide them to the HGK. Any changes of insurances must be communicated to the HGK immediately and without request.

Authorized Contractors must have at least the following insurance cover:

- Public liability / environmental liability insurance:

Sums insured in accordance with the relevant legal regulations

- Liability insurance against damage to goods in accordance with the applicable legal regulations or in accordance with the CMR Convention for international transportation (if applicable)

- Vehicle liability insurance:

Maximum possible sum insured in accordance with the legal regulations

Furthermore, the Contractor must maintain suitable insurance cover up to the replacement value for damage to HGK equipment in its possession. Damage to HGK equipment must be reported immediately.

5. QUALITY, SAFETY, HEALTH AND ENVIRONMENT (QSHE)

The Contractor commits to having implemented appropriate behavior with regard to QSHE. This guarantees safe and efficient transportation that meets HGK's quality requirements and sustainability standards. In addition, the Contractor shall comply with the applicable legal requirements.

QUALITY

HGK always seeks to offer its customers first-class service quality. If problems or non-conformities occur, it is our basic principle to inform the customer immediately and to find a quick and effective solution. In order to meet this requirement, HGK expects all Contractors to inform HGK immediately of any problems or non-conformities.

ENVIRONMENT

HGK attaches great importance to its social responsibility towards our Customers, the public and our shareholders and is committed to guaranteeing the protection of the environment at all times. We therefore also expect our Contractors to support this principle and to inform us of any environmentally relevant matters that could give cause for concern. Harmful environmental impacts must be avoided and if they are unavoidable, minimized as far as possible. Furthermore, the contractor must reduce the emission of greenhouse gases through technical and/or organizational measures.

SAFETY (BBS-Behaviour Based Safety)

The safety requirements for the protection of drivers must be complied with. The safety requirements and behavior guidelines can be found in the BBS guidelines (Behavior Based Safety). In particular, the access requirements of the customer locations (loading and unloading facilities) apply with regard to complete and sufficient personal protective equipment for the driving personnel.

SECURING

Contractors must ensure that appropriate measures are taken to secure the transported goods and equipment during transportation. Contractors transporting dangerous goods must comply with the regulations for securing in accordance with ADR Chapter 1.10.

Violations of safety regulations and safety-related incidents must be reported to HGK immediately.

6. DRIVERS

Through their conduct and appearance, drivers represent not only their own company, but also HGK. All drivers are therefore expected to have a clean and tidy appearance and to behave responsibly and safely during their work. All drivers must have a valid driving license and a valid ADR certificate for the transport of hazardous goods. Drivers must comply with all ADR regulations - where applicable - and be well trained for the tasks. Drivers must receive regular training, records of which must be kept. Training records for driver training must be kept by the company and made available to HGK on request. We expect working and driving times to be monitored and recorded. Regulatory violations and disciplinary measures must also be recorded. Drivers are prohibited from consuming alcohol or other mind-altering substances/intoxicants. Drivers who are in possession of or under the influence of illegal substances/intoxicants are not permitted to work for HGK. Drivers must wear their seat belts while driving. Phone calls while driving must be kept to a minimum and must be made using a suitable hands-free system. In the case of recurring problems caused by a driver, HGK reserves the right to suspend the driver.

7. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor must provide the drivers with suitable safety and protective equipment (PPE). The requirements for access to customer locations (loading and unloading facilities) apply in particular with a regard to complete and sufficient personal protective equipment for drivers. The PPE must always be in good condition and - as far as applicable - within the inspection and expiry periods. It must therefore be checked at regular intervals. Drivers must be regularly instructed in the use of PPE. During loading and unloading operations or in situations where the driver could come into contact with the product, it is absolutely necessary that the appropriate personal protective equipment (PPE) is worn.

8. PARKING OF VEHICLES

If vehicles have to park outside the regular premises, the parking space must be chosen carefully. The vehicle must be parked in accordance with ADR regulations (if applicable).

9. TRANSPORTEQUIPMENT

The transport equipment (vehicles, chassis, tank containers, tank trucks) and all other equipment must be clean, well maintained and suitable for the use. If the Contractor provides hoses, a copy of the latest test certificate must be provided on request. Hoses must be inspected at least once a year. The Contractor must carry standard couplings in each vehicle. The transport equipment must be selected in accordance with the requirements. The Contractor is obliged to check its own transport equipment (vehicles, chassis, tank containers, tank trucks) for operational safety as part of its quality and safety monitoring, to document the test results and to present them on request. All vehicles must be

equipped with safety belts. Drivers are obliged to perform a daily departure check and report any issues immediately.

10. TANKCLEANING

The transport equipment of HGK is handed over in a suitable condition according to the requirements of the transport. The Contractor may be instructed to clean the tank container immediately before or after transportation at an approved cleaning station. Detailed cleaning instructions can be found on the transport order/cleaning order and must be observed. If the tank container/tank truck is provided by the Contractor, it must be clean, dry and suitable for loading. HGK requires a valid EFTCO cleaning certificate (European Cleaning Document; ECD) as proof of proper cleaning. The ECD must be carried and presented to the loading point on request. Information on cleaning stations that issue an ECD can be found on the EFTCO website. ([European Federation of Tank Cleaning Organisations | EFTCO](#))

The driver must ensure that the tank container is clean and dry after cleaning. If the tank container is not in a clean condition or not sufficiently dry, please contact HGK for further instructions.

11. LABELING

Drivers must ensure that the transport equipment is correctly labeled and complies with legal requirements. If the labeling is not in accordance with the law, HGK must be informed immediately. Under no circumstances should the driver start the journey with a tank container/vehicle that is not correctly labeled.

12. COMMUNICATION

If the Contractor is awarded by HGK, all transport orders will be submitted in written form.

These contains specific instructions that must be adhered to at all times. If this is not possible or if any details are unclear, it is mandatory to contact HGK for further information's. If specific loading/unloading times are provided, they must be strictly observed by the Contractor. The Contractor is obliged to notify HGK immediately in case of any transport delays (waiting time, delays and other problems). Additional and/or amended instructions from HGK must be complied with by the Contractor.

During loading and unloading, all operational regulations and instructions must be strictly followed. If regulations, instructions or the situation appear unsafe, HGK must be contacted before work is continued. If the instructions at the loading point and those of HGK do not match, HGK must be informed before work is continued.

Additional- or Extra costs

Additional or extra costs incurred by the Contractor shall only be reimbursable if they are reported to HGK in writing without delay, at the latest within 24 hours of their occurrence. Any additional costs due to a delay in loading and/or unloading caused by the Customer shall only be reimbursable if the delay can be proven on the basis of operational records and/or receipts.

13. EMERGENCIES AND INCIDENTS

Emergency situations have to be reported to the responsible HGK branch immediately by phone.

The HGK can be reached at all locations via a 24-hour emergency phone number.

Emergency number: **+49203-39587-999**

All important telephone numbers and further information can be found in the driver's manual (emergency contacts).

Note: The HGK emergency number is to be contacted for guidance and assistance in minimizing damage and product loss. Upon the driver's return, a report must be created and a copy has to be send to HGK. Issues and accidents must be reported to HGK immediately by phone. HGK may request a written report from the contractor. Unsafe conditions at loading and unloading sites must be reported immediately to the HGK branch. [Nearmiss App \(hgkgroup.de\)](https://hgkgroup.de)

14. DOCUMENTATION

Written Instruction

When transporting hazardous goods, drivers are obliged to have the written instructions for the product to be carried (accident report) available. This document must be carried in the vehicle and must be accessible at all times during transportation.

Proof of delivery/CMR

All transport documents must be issued carefully and correctly. Contractors must enclose copies of the signed proof of delivery/CMR with the invoice to HGK. Failure to do so may lead to delays in payment.

If the goods are not completely unloaded or the customer does not issue a clean proof of delivery, HGK must be informed before the driver leaves the customer's site.

DAMAGES

The Contractor must check the tank containers or have them checked for obvious external damage at the time of collection and delivery in consideration of the safety requirements/measures (a folding handrail is not suitable for safely climbing onto a tank container!). If any damages occur, it must be reported to the site staff and a receipt for the damage must be requested. If no receipt for the damage is issued, it is mandatory to notify HGK before departure in order to receive further instructions.

If the Contractor is not able to provide a receipted damage report, this may lead to recourse claims against the Contractor for any repair costs.