

Standard conditions for suppliers of construction and civil engineering, operations and service provisions to LINDØ port of ODENSE A/S

Labour clause concerning the protection of employee rights in connection with work performed on behalf of LINDØ port of ODENSE A/S (including subsidiaries).

1. The obligation

The Supplier is obliged to ensure that the employees used by the Supplier and any subcontractors in Denmark for the purpose of the execution of the assignment are guaranteed pay and employment conditions that are no worse than the pay and employment conditions applicable to work of the same nature in accordance with collective agreements entered into by the most representative labour market partners for the professional area concerned in Denmark, and that apply across the entire Danish territory or applicable under laws or administrative regulations.

1.1. Requirements concerning the employee's employment and identification

All employees must, within four (4) weeks of commencement of the work, have received an employment certificate and been informed by the Supplier of the applicable pay and working conditions. The Supplier shall also be responsible for ensuring that only employees with valid residence and work permits are used. Upon request, employees must be able to document their identity by presenting photo identification.

1.2 Requirements concerning assignments in the workplace, information about subcontractors and signposting requirements

In good time before commencement, LINDØ port of ODENSE A/S must be notified in writing of the subcontractors used by the Supplier in connection with the fulfilment of the contract, including name and VAT/RUT (Register of Foreign Service Providers) numbers.

Additionally, at construction, operation, status meetings or the like, the Supplier must inform LINDØ port of ODENSE A/S about the subcontractors performing assignments in the workplace for a predefined period and what type of work they are undertaking.

LINDØ port of ODENSE A/S may set out specific requirements for the Supplier to erect signage showing the companies undertaking work in the workplace, specifying the name and VAT/RUT number of the subcontractors concerned.

The Supplier shall be subject to LINDØ port of ODENSE A/S's instructions concerning assignments in the workplace at all times. LINDØ port of ODENSE A/S hereby reserves the right to draw up instructions concerning assignments in the workplace. Examples hereof may include regulations concerning unwanted presence in the workplace, prohibition against overnight stays at the construction site etc.

1.3. Requirement concerning the registration of foreign service providers

The Supplier shall be obliged to ensure, provided that the Supplier or its subcontractors are required to report to the RUT register, compliance with this obligation, that the Supplier or subcontractor submits receipts of registrations to LINDØ port of ODENSE A/S immediately after registration at its own initiative.

2. Documentation of compliance with the obligation

This labour clause differentiates between documentation requirements and reporting requirements.

2.1. Documentation

The Supplier shall have the burden of proof for compliance with Section 1 of the Clause and LINDØ port of ODENSE A/S may request to documentation of the Supplier and its subcontractors' compliance with the requirement. LINDØ port of ODENSE A/S may request documentation directly from the Supplier or its subcontractors'

employees.

Relevant documentation shall, as a minimum, comprise payslips, e-income receipts, payroll accounts, any residence and work permits, employment certificates and the reference framework used by the Supplier in the determination of pay and working conditions for its employees. Additionally, LINDØ port of ODENSE A/S may request that the Supplier submit other relevant documentation for the case concerned.

2.2. Reporting

In the event that non-compliance is suspected by LINDØ port of ODENSE A/S, the Supplier must, upon request, submit an exhaustive report. The Parties shall also have a duty to personally inform one another in the event that non-compliance with labour clause is suspected.

The Supplier must, as a minimum, report on the conditions and/or methods under which the service provisions and construction and civil engineering work that are included in the fulfilment of the Contract have been established. LINDØ port of ODENSE A/S may request that the Supplier provide further detail on other relevant conditions concerning the case concerned.

2.3. Deadlines

Such documentation must be submitted to LINDØ port of ODENSE A/S not later than ten (10) working days after the request has been received. The report must be submitted to LINDØ port of ODENSE A/S not later than twenty (20) working days after the request has been received.

2.4. Disclosure of documentation

LINDØ port of ODENSE A/S may, following a specific assessment, disclose information that serves as documentation of compliance with the requirements in the labour clause, cf. Section 2.1 to SKAT or the Danish Working Environment Authority provided such disclosure is deemed to be of significant importance to the authorities' operations.

LINDØ port of ODENSE A/S may, following a specific assessment, disclose information that serves as documentation of compliance with the requirements in the labour clause, cf. Section 2.1 to the police, provided that there is suspicion of a criminal offence.

3. Sanctions for inadequate compliance with the obligation

Significant non-compliance by the Supplier or its subcontractors of the labour clause shall always entitle LINDØ port of ODENSE A/S to terminate the contract, in whole or in part.

In the event that the Supplier incurs the below sanctions or other remedies for non-conformance, the Supplier shall not be released from the duty to fulfil the contract.

3.1. Sanctions in the event of the Supplier's non-conformance with Section 1 of the Clause.

LINDØ port of ODENSE A/S shall be entitled to withhold and offset remuneration for the purpose of securing the pay and employment conditions of the Supplier and subcontractors' employees under Section 1 of the clause. The amount that is withheld and offset from the Supplier can also include reasonable costs for the settlement, auditing and payment of compensation to employees. In the event that the Supplier or subcontractor is party to an agreement corresponding to the obligation in section 1 and, in the execution of this contract fails to comply with its obligations under the agreement, the withheld amount may also be used to secure any claims for non-compliance with the agreement as determined through judgments or settlements pertaining to labour legislation.

The Supplier shall incur a fine for non-compliance with Section 1 of the clause. The fine, per working day commenced, shall correspond to up to 2 per mille of the contract sum, with a minimum of DKK 1,000.00 per day until the non-compliance has been rectified. The amount can be offset against the Supplier's remuneration.

The following shall be emphasised in connection with specific fine determination:

- The subject and size of the contract
- The nature and scope of the non-conformance
- The Supplier's own contribution to rectifying the non-compliance

3.2. Sanctions in the event of the Supplier's non-conformance with Section 2 of the clause

The Supplier shall incur a fine for non-compliance with Section 2 of the clause. The fine, per working day commenced, corresponds to 2 per mille of the contract sum, with a minimum of DKK 2,000.00 per day until the Supplier has fulfilled the request from LINDØ port of ODENSE A/S. The amount can be offset against the Supplier's remuneration.

4. Inspections

During the contract period, LINDØ port of ODENSE A/S or its representative may carry out unannounced inspections in the workplace to ensure compliance with the labour clause.

Odense, 2 August 2017