

## **General conditions for ensuring occupational health and safety at BONATRANS GROUP a.s. – PURCHASE OF SERVICES**

### **Contractor's rights and obligations:**

#### **1. The Contractor is obliged to:**

- a) keep free escape routes and exits, an access to material FP equipment (fire extinguishers and equipment, interior and exterior tap points – hydrants), to principal gas and water locks, main electrical power switches;
- b) observe relevant legal environmental protection regulations;
- c) prevent site (workplace) areas from movement of unauthorised persons;
- d) inform well in advance the Customer's employees – instructors on type of works and method of their execution with regard to OHAS;
- e) hand over **prior to the commencement of works** to a responsible Customer's employee a list of names of employees with statement that all the personnel have been familiarized with the basic conditions and rules applicable in the integrated management system (hereinafter referred to as IMS), i.e. in the areas of OHAS, EP, FP;
- f) participate in a special briefing with the head of an appropriate section or with an employee authorised by such section, where the works shall be done;
- g) participate in FP training in the scope of training taken by employees of contracting partners in compliance with the internal regulations;
- h) proceed in accordance with the Ministry of Interior's Decree no. 87/2000 Coll. and internal FP regulations in carrying out activities with danger of fire occurrence such as work with open fire, in particular in welding, burning, soldering and bitumen heating, whereas in the case of such activities the Contractor shall be responsible for:
  - considering whether the activities are indispensable and cannot be done in a different way;
  - non-commencement of such activities by contracting partner's personnel, if the workplace is not handed over including the information describing the environment characteristics;
  - evaluation of fire safety conditions in the areas in which such activities will be carried out, and in adjacent areas;
  - observance of powers and responsibilities of the Customer authorized representative;
  - determination of explicit responsibility and safe performance of these activities so as to minimise a potential occurrence of undesirable events (fire, explosion, injury, etc.), appointment of fire supervisor during execution of such activities, in case of their interruption and after completion to ensure a familiarisation with the fire safety conditions by all participants involved in such activities.
- i) report the stored quantity and type of all hazardous chemical substances and mixtures (CsaM) and their changes as well as changes in the fire protection of their storage and to discuss their storage conditions;
- j) provide its employees with protective clothing and shoes and other protective equipment necessary for the performance of their work activity;
- k) use at work personal protective equipment and equipment determined by the contracting partner, and also protective equipment stipulated by the Customer – safety helmet:
  - orange helmets - VIPs (important) visits, excursions and regular visits;
  - yellow helmets – class A binders without logo and number (external companies' employees);
  - red helmets – class B binders without logo and number (external companies' employees);
  - blue helmets without logo and number – other external companies' employees;

\*) exceptionally, helmets of the same (except for yellow or red) or other colours can be used by external companies operating in BONATRANS GROUP a.s. in the short term; in the event the external company is not able to respect this colour classification of helmets, binders must be **ALWAYS** visibly marked ("hook" on a helmet).

Further, warning and information designation (according to nature of work – e.g. a warning vest or protective clothing with reflective stripes, etc.). The Contractor shall have an option in case of single action services to receive protective helmets upon request when entering (arriving) into the enterprise. In case of repeated services the Contractor shall secure safety helmet to its employees. The Contractor's employees must always be identified (by company name) as belonging to their employer, and this should be on a visible place;
- l) immediately report any extraordinary event, fire, etc. to telephone number 9 2219, 9 3319, 3333 on Customer's fixed phone line or to telephone number 604 228 340; in case of injury the Contractor employee is obliged to provide the first aid immediately;
- m) observe instructions of security personnel and authorised persons, or managers of Customer personnel. Contractor shall present an "Entry permit" or entry authorisation even without a request to do so and Contractor shall return these documents at the porter's lodge after completion of the activity;
- n) respect the information and observe warnings and instructions communicated by safety, warning and information signs in the Customer premises;

- o) appoint a **works manager** for each workgroup, even in the case that this concerns a two-member group; the Contractor must stipulate the works manager's responsibility for ensuring OHAS, FP and EP for the entire group; the works manager must be properly instructed of his/her rights and obligations by the authorised representative of the Customer before the commencement of works;
- p) use only the defined lodges, roads and access routes for the access to workplaces, sanitary facilities, canteen or dining room, and shall move only at those workplaces where the Contractor fulfils its work duties, and shall use only permitted parking lots;
- q) when entering (arriving), the Contractor shall have materials and items recorded, that will be taken or transported back out of the Customer premises on the same day, at the porter's lodge;
- r) keep the accepted workplace, confined areas and sanitary facilities in good order and clean;
- s) perform activities with due care to the environment, i.e. it shall park technical equipment in defined areas, shall not discharge any wastes into drains or surroundings, shall not handle substances hazardous to water but in defined and secured areas designed for such purpose and with the Customer's consent;
- t) as the producer of wastes resulting from its activities which are produced during the activity of the contractor, to gather the generated wastes, separated according to type and to secure them against deterioration, dispossession or other undesirable escape – not to combust wastes; not to dispose of wastes by dumping in storage vessels of the Customer without the Customer's knowledge; ensure the removal of all wastes generated during the activity of the contractor before the handover of the site or place of performance of works after the end of the event;
- u) be subject to checking of persons as well as vehicles upon request. Among checks will be that of entry (exit) permit, approval of loads according to the supporting documentation (or according to the delivery note) and vehicle equipment with special tools (e.g. hydraulic jacks, additional fuel tanks, etc.);
- v) be subject to checking the use of alcohol through a breathalyser test which may be requested by a representative of the Customer inspection authorities;
- w) in case of a positive breathalyser test result or a refusal to undergo a breathalyser test, the Contractor employee shall be debarred from the Customer premises and such event shall be communicated to the Contractor's responsible employee;
- x) when performing any works, the employees must follow the instructions of BONATRANS GROUP a.s.; they must not willingly undertake any action that could lead to mutual threat of employees in direct or indirect contact and/or that has not been approved by BONATRANS GROUP a.s. representative, except in cases of averting dangers.

## 2. The Contractor is responsible for:

- a) ensuring that all its employees are qualified in technical (including DTP training and work procedures) and health terms to execute safe and health non-harmful works (work activities) and shall be obliged to substantiate the necessary documents upon request;
- b) ensuring that all its employees and employees of its subcontractors have been trained in OHAS, FP, EP on a verifiable basis and shall bear a full responsibility for their abidance;  
The basic condition for cooperation is proven training of external company employees from the following regulations to ensure safety at work with technical equipment:
  - GR 591/2006 Coll. on specific minimum requirements for occupational health and safety on sites;
  - GR 362/2005 Coll. on specific minimum requirements for occupational health and safety on sites with danger of falling from heights or in depths;
  - GR 378/2001 Coll. specifying detailed requirements for safe operation and use of machinery, technical equipment, instruments and tools;
  - GR 101/2005 Coll. on more detailed requirements for worksite and working environment;
  - GR 361/2007 Coll. specifying terms and conditions of employees' occupational health and safety at work, as amended;
  - GR 168/2002 Coll. stipulating a method of organizing work and work operations that the employer is obliged to ensure when operating transportation by means of transport (this applies to drivers and driver's assistants);
  - 246/2001 Coll. establishing terms and conditions for fire safety and state supervision (Decree on fire prevention).
 External company representative confirms by his/her signature that their employees became familiar with the above regulations.
- c) any injuries and damages which occur as a consequence of breach of the legal regulations in the field of OHAS and FP;
- d) occupational health and safety at a handed over workplace (site) within the meaning of Section 101 Act No. 262/2006 Coll., the Labour Code, as amended.

## 3. The Contractor shall be prohibited to:

- a) perform activities requiring special fire safety measures unless it has a prior Customer's approval on the issued "Order for works of increased danger" with a technical statement from the Customer's fire protection technical engineer;
- b) smoke outside the designated areas;
- c) use alcoholic beverages or other addictive substances in the Customer's premises;
- d) enter the Customer's premises under influence of alcoholic and other addictive substances;
- e) take alcoholic beverages to the Customer's premises;

- f) use any mechanisms, tools and resources owned by BONATRANS GROUP a.s. without the direct consent of the work manager supervisor and providing the documents entitling operation or use of equipment;
- g) perform any work on the places where the operation takes place by BONATRANS GROUP a.s. employees, without prior agreement and coordination of work manager or a worker authorized by the work manager.

## **Customer's rights and obligations**

### **1. The Customer is obliged to**

- a) keep records of all the Contractor's work injuries resulting in absence;
- b) participate in the investigation of work injuries resulting in absence of Contractor personnel. The Contractor shall make a written statement of facts related to the work injury occurrence and investigation taken on part of the Customer in the operations logbook (construction, assembly logbook or in another defined written document) of the Contractor.

### **2. The Customer is responsible for**

- a) providing the Contractor with training of an employee authorised by the Contractor on occupational health and safety, fire protection and environmental protection before commencing the work and such training shall be recorded in the operational logbook (construction, assembly logbook or in any other defined written document);
- b) hand over to Contractor "Information on Hazardous Health Risks in Customer Conditions" prior to the commencement of works;
- c) secure at the Contractor's request:
  - entry and entrance permits for Contractor personnel;
  - protective helmets (in case of short-term service);
  - define the workplace areas and necessary areas for handling when carrying out the operations.

### **3. The Customer is authorised to**

- a) enter the workplace of the contractor (by means of its responsible employees), at any time, for the purpose of performing an inspection;
- b) perform inspections focusing on occupational health and safety, fire protection or other inspection activity concerning whether employees of the contractor are abiding by the provisions agreed upon in the contracts or elsewhere, and to demand rectification of any determined shortcomings; a written record shall be compiled on the result of the inspection. The decisions of the authorised employees of the Customer are binding for the Contractor.

## **Contractor shall respect the following standpoint:**

- a) if any of the above mentioned regulations have been violated by the personnel of Contractor or its subcontractors, the Seller shall respect the disciplinary actions listed below:
  - the Contractor shall remedy the situation immediately after the Contractor employee has been notified;
  - upon the first repeated violation of regulations the Customer shall be entitled to charge the Contractor a contractual fine of CZK 500.00. For each additional individual repeated violation the contractual fine of CZK 5,000.00 shall be charged;
  - in case the **work is executed** by a Contractor employee under influence of alcohol or other addictive substance detected **in the Customer premises** from breathalyser or blood tests, the Contractor shall pay to the Customer a contractual fine amounting to CZK 10,000.00 for each individual finding.
- b) any violation of the regulations shall be the basis for an assessment of the Contractor.