

## **General Terms and Conditions for ensuring occupation health and safety at work in BONATRANS GROUP a.s. – PURCHASE OF SERVICES**

### **Rights and duties of the contractual partner:**

#### **1. The contractual partner is obliged to:**

- a) Keep free escape routes and exits, access to material means of fire protection (fire extinguishers and equipment, indoor and outdoor connection points – hydrants), main gas shut-off valves, main water shut-off valves, main power switches.
- b) Comply with the relevant legal regulations concerning environment protection.
- c) Safeguard the construction site (workplace) against movement of unauthorized persons.
- d) In sufficient advance, inform an employee of the customer – trainer about the kind of work and the method of its performance in relation to occupational health and safety.
- e) **Prior to the start of work**, hand over to the responsible employee of the customer the list of names of employees, with the statement that they all have been demonstrably acquainted with basic conditions and rules in the Integrated Management System (thereinafter referred to as “IMS”) areas, i.e. the areas of occupational health and safety, environment protection and fire protection.
- f) Undergo special instruction by the head of the respective department or an employee assigned by the head of the respective department in whose premises the work will be performed.
- g) Undergo the fire security training within the scope of training for employees of contractual partners, in accordance with internal regulations.
- h) Proceed in accordance with the Decree of the Ministry of the Interior No. 87/2000 Coll. and internal fire protection regulations for activities with the danger of fire, such as work with open flame, namely welding, burning, soldering and heating of resins, whereas the contractual partner is responsible for the following during these activities:
  - Considering whether these activities are unavoidable and whether they cannot be performed in another manner,
  - Not commencing these activities by persons of the contractual partner if the workplace has not been handed over, including information characterizing the environment,
  - Evaluation of fire safety conditions in the premises where the activities will be performed and in the adjacent premises,
  - Respecting powers and responsibilities of the authorized representative of the customer,
  - Assignment of explicit responsibility and safe execution of these activities in order to reduce to a minimum the possibility of any adverse event (fire, explosion, injury, etc.), appointment of fire supervision during execution of these activities, during their interruption and after their completion, performing demonstrable acquaintance of all participants performing these activities with fire safety conditions.
- i) Report the stored quantities and types of dangerous chemical substances and mixtures and their changes, as well as changes in fire safety of their storage, and negotiate their storage conditions.
- j) Equip its employees with protective clothing and footwear and with other protective equipment necessary for performance of their work activities.
- k) Use, during the work, protective aids and equipment specified by the contractual partner, and eventually also protective aids and equipment specified by the customer – protective helmet:
  - orange helmets - VIP (important) visits, excursions and regular visits
  - yellow helmets– class A binders without the logo and number (employees of external companies)
  - red helmets– class B binders without the logo and number (employees of external companies)
  - blue helmets without the logo and number – other employees of external companies

\*) In exceptional cases, external companies operating in BONATRANS GROUP a.s. for a short time may use helmets of the same colours (but not yellow and red) or other colours. If the external company is not able to respect such colour division of helmets, the binder must always be visibly marked (“hook” on the helmet).
- l) Furthermore, warning and information marking (depending on the nature of the work, e.g. safety vest or protective clothing with reflective strips, etc.). Upon request, the contractual partner has the possibility to obtain protective helmets at the entrance to the company. This applies to services provided on a one-off basis. In the case of repeated services, the contractual partner shall provide safety helmets for its employees. The employees of the contractual partner must always be marked by affiliation to their employer (company name) in a visible place.
- l) Immediately report an emergency situation, fire, etc., at the tel. number 9 2219, 9 3319, 3333 on the landline of the customer, or at the number 604 228 340; in the case of an injury, the employee of the contractual partner is obliged to provide first aid immediately.
- m) Follow the instructions of the security employees and authorized persons, or head employees of the buyer, and submit without request the “Entry permit” or authorization for entry, and return these at the gatehouse after completion of the activities.
- n) Respect information and follow notices and instruction communicated to them by safety, warning, information signs located on the buyer’s premises.
- o) Appoint the **work leader** for each working group, even if it is a two-member group; the work leader must be assigned responsibility for assurance of occupational health and safety, environment protection and fire safety of the complete group; the group leader must be duly instructed about his/her duties and rights by the authorized representative of the customer prior to commencement of the work.
- p) Use only designated gatehouses, communications and access routes serving for entry to the workplace, to sanitary facilities, canteen or dining room, to move only at workplaces where they perform their working duties, use only the permitted parking lot.
- q) Upon entry, have the material and things registered that will be taken out or driven out of the customer’s premises on the same day.
- r) Maintain order and cleanliness at the taken over workplace, designated areas and sanitary installations.

- s) Proceed in an environmentally friendly manner when performing the activities, namely: parking the equipment at designated locations, not pouring waste substances to the sewerage or to the surrounding terrain, handle substances hazardous for water only on designated and safeguarded areas, and with knowledge of the customer.
- t) As the originator of waste generated during activities of the contractual partner, collect the generated waste sorted by its types and secure it from deterioration, theft or other undesirable leakage – not burning the waste, not disposing the waste by storing into collection containers of the customer without the customer's knowledge, ensure removal of all waste generated by its activities prior to handing over the construction site or place of operation after the end of the activity.
- u) On request, undergo the check of persons and vehicles. The entry (exit) authorization, approval of loads according to the accompanying documentation (e.g. the delivery note) and equipment of the vehicle with special tools (e.g. hydraulic jacks, additional fuel tanks, etc.) are checked.
- v) The contractual partner is obliged to undergo the check of alcohol consumption by means of the breath test, which the representatives of the customer's control bodies are authorized to request.
- w) In the event of positive result of the breath test or refusal of the breath test, the employee of the contractual partner will be expelled from the customer's premises, and the responsible employee of the contractual partner will be notified of this fact.
- x) During performance of any work, the employees must follow instructions of the BONATRANS GROUP a.s. representative; the workers must not perform any activity of their own will that could lead to mutual danger of workers in direct or indirect contact and has not been approved by the BONATRANS GROUP a.s. representative, except in cases of risk aversion.

## **2. The contractual partner is responsible for:**

- a) Professional capability (including training in DTP and working procedures) and medical fitness of all its employees for performance of work (work activities) in a manner that is safe and not harmful for health, and it is obliged to provide the necessary documents on request.
- b) Demonstrable training of all its employees, as well as of employees of its suppliers, in the occupational health and safety, fire safety and environment protection regulations, and it bears full responsibility for their observance.

The basic condition of cooperation is demonstrable training of employees of the external company in the following regulations, in order to ensure occupational safety and safety of technical equipment:

- Government Regulation No. 591/2006 Coll., on more detailed minimum requirements for safety and health protection at work on construction sites
- Government Regulation No. 362/2005 Coll., on more detailed minimum requirements for safety and health protection at work on workplaces with a risk of falling from a height or into a depth
- Government Regulation No. 378/2001 Coll., which sets out more detailed requirements for safe operation and use of machines, technical equipment, devices and tools
- Government Regulation No. 101/2005 Coll., on more detailed requirements for the workplace and work environment
- Government Regulation No. 361/2007 Coll., which lays down the conditions for the occupational health of employees, as amended
- Government Decree No. 168/2002 Coll., which stipulates the method of work organization and work procedures that the employer is obliged to ensure when operating transport by means of transport (applies to drivers and co-drivers)
- Decree No. 246/2001 Coll., on determination of fire safety conditions and performance of state supervision (Decree on Fire Prevention).

The representative of the external company confirms acquaintance of the workers with the above mentioned regulations with his/her signature.

- c) Injuries and damages caused by violation of legal regulations in occupational health and safety and fire safety areas.
- d) Occupational health and safety at the handed over workplace (construction site), within the meaning of art. 101 of the Law 262/2006 Coll., the Labour Code, as amended.

## **3. The contractual partner is prohibited to:**

- a) Perform activities requiring special fire safety measures without prior approval of the customer in the issued "Order for work with higher risk" with the expert opinion of the customer's fire safety engineer.
- b) Smoke outside the designated areas.
- c) Consume alcoholic beverages and/or other addictive substances in the customer's premises.
- d) Enter the customer's premises under the influence of alcohol and/or other addictive substances.
- e) Bring alcoholic beverages to the customer's objects and premises.
- f) Use any mechanisms, tools and means owned by BONATRANS GROUP a.s. without a direct approval of the work leader and submission of documents authorizing the operation or use of the equipment.
- g) Perform any work at places where an activity is performed by BONATRANS GROUP a.s. employees without a direct approval and coordination of the work by the work leader or a worker authorized by the work leader.

## **Rights and obligations of the customer:**

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

- a) Keep records of all absence-related work injuries of the contractual partner.
- b) Take part in investigation of absence-related work injuries of the contractual partner employees that were announced by the contractor to the customer.

### **2. The customer commits itself to:**

- a) Ensure to the contractor, prior to commencement of the work, training of the contractor authorized employee in the occupational health and safety, fire safety and environment protection, which will be recorded in the operational logbook (construction, assembly logbook or other specified written document) or on a separate attendance list.

- b) Hand over to the contractual partner, prior to commencement of the work, the "Information on health hazard in the customer conditions".
- c) The customer commits itself to provide, on request of the contractual partner:
  - Entry permits for the contractor employees,
  - Safety helmets (for a short-term service)
  - Delimitation of the workplace area and necessary handling space during performance of the work.

### **3. The customer is entitled to:**

- a) Enter the workplace of the contractual partner (through the responsible employees) at any time in order to carry out inspection.
- b) Carry out inspections aimed at occupational safety, fire safety or other inspection activities whether the contractual partner employees observe provisions agreed in contracts or otherwise agreed, and request elimination of the identified deficiencies. A written record will be made about the inspection result; the decisions of the customer's authorized employees are binding for the contractual partner.

### **The contractual partner respects the following standpoint:**

- a) In the event of violation of all above mentioned regulations by the employees of the contractual partner, including its suppliers, the seller respects the following penalties:
  - After notification by the customer's employee, the contractual partner is obliged to arrange remedy immediately.
  - After the first repeated violation of the regulation, the customer has the right to charge the contractual partner a contractual penalty in the amount of CZK 500. A contractual penalty in the amount of CZK 5,000 is charged for each additional individual repeated violation.
  - In the event of **performing work** under the influence of alcohol and/or other addictive substance by an employee of the contractual partner found in the customer's premises on the basis of a breath or blood test, the contractual partner shall pay to the customer the contractual penalty in the amount of CZK 10,000 per each individual finding.
- b) Any violation of the regulations will be the basis for evaluation of the contractual partner.