

RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES IN OCCUPATIONAL HEALTH AND SAFETY (OHS), FIRE PROTECTION (FP) AND ENVIRONMENTAL PROTECTION (EP)

1.1. Environmental protection and waste disposal

The Contractor shall be responsible for the cleanliness and tidiness at the place of performance of the Subject of the Contract.

- 1.1.1. The Contractor is obliged to comply with all legally binding regulations resulting from Act no. 79/2015 Coll. on Wastes and on a change and amendment to certain other acts, Decree No. 283/2001 Coll. on implementing certain provisions of the Act on Wastes, and Decree No. 265/2015 Coll. laying down the Waste Catalogue.
- 1.1.2. The Contractor is required to comply with all applicable regulations of the Slovak Republic's environmental protection legislation and to follow the instructions of the Client during the performance of the Subject of the Contract.
- 1.1.3. The Contractor undertakes to respect the general principles of environmentally sound behaviour during the performance of the Subject of the Contract, taking into account the fact that the Customer has established an integrated management system according to ISO 9002 and ISO 14001 standards.

1.2. Health and Safety at Work Act of the National Council of the Slovak Republic no. 124/2006 Coll. as amended

- 1.2.1. The Contractor undertakes to carry out the required work in accordance with the applicable OHS legislation.
- 1.2.2. Before starting or during the work, the Contractor is obliged to submit to the Contract Manager on the part of the Customer: the necessary subject of business activity for the performed work, the necessary professional competence to perform individual activities (work at height, operation of high forklift, crane, load binder, scaffolder, etc.), safe working procedures for work performance, attendance list of training on OHS and FP at the Contractor.
- 1.2.3. The Contractor is obliged to complete OSH and FP training at the Customer, which is valid for 12 months from the date of training, while completing the training is a condition for entering the customer's premises.
- 1.2.4. The Contractor specifically undertakes to comply with the Golden Safety Rules of SHP GROUP which they were duly acquainted with during the OSH and FP training according to point 1.2.3.
- 1.2.5. The Customer is obliged to hand over the workplace to the Contractor in writing, where the Contractor will perform the required activities. By signing, the Contractor takes over responsibility for OHS at this workplace, unless otherwise agreed between the Customer and the Contractor.
- 1.2.6. The Contractor must ensure that the following requirements are met by the driver when loading/unloading any material brought/removed by truck:
 - switch off the engine, remove the key from ignition and set the brakes on the vehicle before loading/unloading,
 - place wedges under the wheels (when the truck is not retracted to the loading ramp during loading/unloading, place wedges on both sides of the wheel),
 - the driver remains in the cab of the vehicle during the loading of the expedition,
 - wear safety shoes, a reflective vest and hearing protectors, etc., depending on the requirements of the workplace and activity.
- 1.2.7. The Contractor's employees must only stay at the designated workplace (at the workplace which was handed over) or necessary reasonable places on the mill premises.
- 1.2.8. Written consent from the managing director or the relevant manager is required for the excavation of roads and grass areas. Each excavation must be secured to prevent persons from falling.

- 1.2.9. The Contractor is obliged to ensure that the persons performing the Subject of the Contract are equipped with:
- a) work clothes with a visible Contractor's identification, appropriate safety footwear (with at least S1P standard identification) and a reflective vest,
 - b) hearing protectors, safety helmets with a valid expiration date, etc., according to the determined rules of individual workplaces,
 - c) the necessary PPE for the performing of the Subject of the Contract (e.g. for work at heights, revision of power tools, ...),
 - d) and other specific PPE determined by the Contractor from their own threat and hazard assessment (risk assessment of the activities performed),
 - e) all PPE must be certified.

1.2.10. The Contractor is responsible for the safety and protection of their employees and subcontractors performing the Subject of the Contract.

1.2.11. The Contractor is obliged to perform all activities using classified technical equipment, technical equipment, machines, tools, etc., which meet the requirements of applicable legislation and the requirements of the manufacturer.

1.2.12. In the event of any accident, the Contractor is obliged to immediately notify the Fire Reporting Office (+421 48/4322 555) and inform the Contract Manager on the side of the Customer.

The Contractor is obliged to immediately notify the Customer of the occurrence of:

- a) an accident at work which they have suffered if their state of health allows it; an accident other than a work-related accident or death which did not occur as a result of an accident at work if they occurred at the workplace or on the Customer's premises,
- b) a hazardous event,
- c) an imminent threat of a major industrial accident or a major industrial accident.

1.2.13. The Contractor undertakes, without any reservations, not to take photographs and make video recordings on the Customer's premises without permission, including those made with mobile phones.

1.2.14. The Contractor's employees are obliged to undergo a breath test for alcohol or drug use. They can also be checked to see whether they have brought such substances to the Customer's premises.

1.2.15. The Contractor undertakes:

- not to use non-standard scaffolding or wooden scaffolding;
- not to use wooden ladders. Only laminate ladders can be used in switch rooms. The use of ladders made of conductive material in switch rooms is prohibited;
- not to perform work at heights without collective and personal security,
- not to use damaged hand-held power tools and appliances,
- not to use mobile phones during the following work:
 - operation of mobile equipment (e.g. forklifts, loaders, etc.) (mobile phone use is only possible in cars or trucks using a hands-free device only),
 - operation of lifting equipment (except where the phone is a means of communication between the operator of the lifting equipment and the worker managing the lifting work),
 - assembling and disassembling of scaffolding and when working on scaffolding
 - activities with a risk of contact with rotating parts and converging points.

1.3. Fire Protection - Act of the National Council of the Slovak Republic no. 314/2001 Coll. on protection against fire as amended

1.3.1. The Contractor undertakes to carry out all activities in accordance with the applicable fire protection legislation.

1.3.2. The Contractor undertakes to observe all basic internal regulations displayed in a visible and accessible place for all persons and to get acquainted with the accessible fire protection documentation valid in/for the place of execution of the Subject of the Contract (e.g. fire alarm

directives, workplace fire safety order, fire evacuation plan) and workplace-specific safety signs before starting to perform the agreed work.

- 1.3.3. The Contractor undertakes to observe the ban on the use of open flame and the ban on smoking in the entire area, except in designated smoking areas.
- 1.3.4. The Contractor undertakes to use its own fire extinguishers when carrying out the work.
- 1.3.5. The Contractor undertakes to handle flammable gases and flammable liquids in accordance with applicable legislation.
- 1.3.6. The Contractor undertakes to immediately report the occurrence of each fire to the Customer's Fire Reporting Office (at the main gate) - tel. no. **+421 48/ 4322 555**.
- 1.3.7. The Contractor acknowledges that they are obliged to attempt to extinguish the observed fire with available fire extinguishers if it is in its beginning stage.
- 1.3.8. The Contractor undertakes to perform works on welding, grinding or sparking equipment and other works with an increased risk of fire only on the basis of a valid written permission of the Customer and in the presence of a fire brigade.

1.4. Work discipline

- 1.4.1. Upon breach of work discipline by Contractor's employees or by third parties performing the Subject of the Contract on behalf of the Contractor, the Customer is entitled to require from the Contractor the following contractual penalties for each individual violation, even when these occur repeatedly:

Violation	Amount of agreed/contractual fine	
a) Performance of work without proper authorization, certificate or license	800 EUR	
b) Failure to observe Golden Safety Rules - work at rotating places - forklift work - work with load - use of PPE	100 EUR entry ban for 3 months for repeated violations	
c) Drinking alcohol or bringing alcohol to the workplace	200 EUR entry ban for 6 months for repeated violations	
d) Smoking outside the designated area	300 EUR entry ban for 3 months for repeated violations	
e) Failure to report a fire	1000 EUR	
f) Not using the prescribed personal protective equipment – safety footwear, reflective vests, hearing protectors, etc.	100 EUR entry ban for 3 months for repeated violations	
g) Performance of work with increased risk of fire (welding, burning, grinding and work with open flame) without permission to perform such work	1000 EUR	
h) Theft of the Customer's property	Value of alienated assets:	Fine :
	• up to 3 EUR	• 30 EUR
	• up to 30 EUR	• 200 EUR
	• up to 200 EUR	• 1000 EUR
	• over 200 EUR	• 5 times the value of the asset
i) Failure to report a work accident/injury, hazardous situation or hazardous conditions according to point 1.2.12	100 EUR	
j) Failure to report damage to the Customer's property when caused by the Contractor's worker	800 EUR	

k) Work with damaged, incomplete or home-made tools	100 R
l) Environment protection	At the amount of the costs associated with the incurred accident, including possible penalties imposed by the inspection bodies

1.4.2. The Contractor is obliged to ensure that all of their employees and/or third party employees nominated by the Contractor respect all the internal regulations of the Customer, of which the Contractor has been made aware, as evidenced by the signature of this Order or Contract.

1.4.3. The Contractor is aware that the Customer may perform an audit of compliance with the Environmental Protection Policy (EPP), Occupational Health and Safety (OHS) and Fire Protection (FP) requirements at the place of performance of the Subject of the Contract. If the audit finds serious deficiencies significantly affecting the requirements of the EPP, OHS or FP which can be attributed to the Contractor, the Contractor shall be obliged to take and implement remedies in the light of the conclusions of such an audit and to notify the Customer thereof. In the event that the measures in question are not implemented by the Contractor or will be implemented only partially or if the deficiencies found are happening repeatedly, the Customer is entitled to withdraw from this Order or Contract.