

## ANNEX TO THE CONTRACT FOR WORK / ORDER

### General contract terms of occupational health and safety, fire protection, environmental protection and energy efficiency for COLAS CZ suppliers valid from 1.1.2021.

OHS	Occupational health and safety
PPE	Personal protective equipment
EP	Environmental protection
FP	Fire protection

#### 1. Basic Provisions

1.1. These terms and conditions of COLAS suppliers are part of contracts concluded between COLAS CZ, a.s. Id.no.: 26177005 and the supplier.

1.2. A supplier, which is a contractor, seller, carrier, service provider or other person with whom COLAS has concluded a contract, is obliged to ensure that he applies the following requirements at all levels of his supply chain, i.e. all entities that he uses to meet contracts.

1.3. Supplier's staff means his employees and other natural persons who, with the knowledge of the supplier, are present at the workplace, in the accesses to it and in places outside the execution of the work within the scope of the possible effect of the supplier's operating activities. This also concerns employees of other entities or self-employed persons working on the supplier's order or the Supervisory Board staff and visitors.

1.4. The supplier agrees that the client is entitled to verify that the supplier complies with OHS, fire protection and environmental requirements and he shall provide cooperation, relevant information and documentation on the client's request.

1.5. These terms and conditions are an integral part of the contract. Divergent provisions set out in the text of the contract shall prevail over the requirements set out in this document of a general nature.

1.6. The client and the OHS coordinator have the right to stop the supplier's activities for the necessary period of time if there is a risk of injury or property damage to the construction equipment. The client may impose sanctions against the supplier for serious or repeated breach of contractual conditions or legal requirements of OHS and FP.

#### 2. OHS and FP Requirements

2.1. The Supplier shall comply with Act No. 262/2006 Coll., Labour Code, OHS and Fire Regulations, and other requirements specified in particular in a) evaluation of security risks by the supplier, b) evaluation of security risks by the client,

c) in the OHS coordinator plan according to the Act No. 309/2006 Coll. (hereinafter as the "OHS Plan"), d) in the supplier's labour-technological process, e) in the user manuals of machines and equipment.

2.2. The supplier is responsible for the safety and health protection of his employees according to article 1.3. throughout the entire duration of work. The client shall not be liable for any possible injury of the supplier's employees and for any damage caused by the supplier, both at the supplier's workplace and outside it, in places that the client has not handed over to the supplier for use.

2.3. The supplier's personnel must have all necessary education, qualifications, experience, physical and mental ability, are properly trained by the supplier on measures to prevent safety risks related to the performance of the work, are qualified to perform the relevant activity and have the appropriate authorizations. The supplier undertakes to briefly consult workers on current OHS risks (Tool Box Meeting) at least once a week in order to coordinate work safely. Furthermore, the supplier undertakes to keep and store mandatory records (e.g. on provided PPE, working hours) to the extent required by law. Workers' professional qualifications (professional cards) must be kept by the workers at the workplace and be submitted for inspection at the request of the client or the OHS coordinator.

2.4. The supplier's employees must be provably familiar with the operation of their own or rented machines, tools and equipment (with operating instructions) before starting work, they must be equipped and familiar with the use of PPE and must use suitable PPE for their work, at least safety helmet, orange reflective vest, and/or reflective work clothing, protective high safety shoes. Other PPE according to the type of work performed, protective work gloves, protective work goggles, etc. Minimum requirements for work clothing are long trousers and a long-sleeved shirt. Shorts and sleeveless shirts are not allowed. The helmet is not required in the administrative background of the building and in places outside the construction work, the reflective vest is not used when working with open fire (e.g. during welding). The supplier is obliged to ensure that workers comply with the smoking ban in defined parts of the workplace or construction site and use only designated toilets.

2.5. The supplier is obliged to actively cooperate with the client concerning information about the risks of work and to participate in coordination meetings and educational events organized on site by the client in order to ensure OHS and FP. The supplier shall provide the OHS coordinator with the assistance necessary for the performance of his tasks throughout his involvement in the preparation and implementation of the works, in particular to provide him with timely information and documentation necessary for the OHS plan and its changes, he shall take into account the suggestions and instructions of the coordinator, participate in the elaboration of the plan, comply with this plan, participate in inspection days and follow agreed measures to the extent, manner and within the time limits specified in the plan.

**Before the commencement of works, the supplier is obliged to:**

**2.6.** inform in writing not later than 8 days (legal deadline) before commencing work on the construction site the designated coordinator and the client about the working and technological procedures he has chosen for the construction, about the risks associated with these procedures, including measures taken to manage risks,

**2.7.** elaborate in writing an evaluation of security risks and labour-technological procedure for the work performed by him and demonstrably inform the client's representative about them no later than 3 days before the commencement of the work. The labour-technological process and/or risk assessment must include preventive measures with special regard to activities with an increased OHS and FP risk (movement of equipment, securing of excavations, temporary building structures, work at height, work with dedicated equipment, work with open fire etc.). Stricter measures set by the client or coordinator in the OHS plan take precedence,

**2.8.** designate an OHS and FP representative - a person responsible for compliance with the client's requirements and OHS coordinator's requirements, who will be permanently on site; the name and telephone contact shall be communicated to the client,

**2.9.** submit to the client's representative documents on revisions and eligibility of the equipment (in electronic or written form) no later than on the day of commencement of work with the equipment; he is also obliged to maintain them in force, have them available at the workplace and submit them for inspection upon request,

**2.10.** ensure the presence of all workers for initial training at the construction site by the client or the OHS coordinator before the start of work and before the arrival of a new worker,

**2.11.** present (if using scaffolding) a protocol on putting the scaffolding into use,

**2.12.** submit (if using a crane) a safe working system according to ČSN ISO 12480-1 (lifting management plan), crane and binder certificates.

**During the execution of works, the supplier is obliged to:**

**2.13.** keep records of his employees at the workplace on an ongoing basis;

**2.14.** cooperate with the OSH coordinator and the security specialists of the client necessary for the fulfilment of their tasks in OHS and FP during the whole period of their involvement in the construction works, to comply with their instructions and to remedy defects without undue delay,

**2.15.** check work from the OHS point of view through a designated representative pursuant to Article 2.8., consistently require compliance with the requirements,

**2.16.** interrupt work if safe conditions are not created or workers' actions are not safe,

**2.17.** ensure compliance with safety and traffic signs and other warnings issued by site management. Comply with construction site regulations if the supplier has been acquainted with them (logistic, accident regulations, etc.),

**2.18.** reassess the risks of OHS and fire protection when changing technology or procedure and inform the OHS coordinator about the change,

**2.19.** keep records of the eligibility of the equipment used within the reach of the workplace; keep records of revisions and operational inspections performed, in particular of used machines, electrical, lifting, pressure equipment, scaffolding and ladders; to submit them for inspection at the request of the client or the OHS coordinator,

**2.20.** keep documents on the competence of workers, including subcontractors and their workers - within the reach of the workplace - in particular valid personal licences of scaffolder, slinger, crane operator, welder, machine operator, to submit them for inspection at the request of the client or the OHS coordinator;

**2.21.** identify the equipment (switchboard, welding set, storage container, platform) with a label with the name of the company, the name of the responsible person and their telephone number,

**2.22.** perform work at high temperatures (welding, etc.) only after prior written permission of the client and according to the conditions specified therein. The client shall provide the necessary cooperation for this,

**2.23.** ensure a sufficient number of portable fire extinguishers in quantity and type according to the nature of the work carried out and stored flammable items,

**2.24.** secure items and materials against falling with special regard to gas cylinders and safe storage / stacking of construction products and materials,

**2.25.** secure workplaces, especially excavations, channels, hollows, shafts, etc. with the prescribed protection against falling of persons and things,

**2.26.** secure workers at workplaces above 1,5m with collective protection elements (fixed railings) or personal protection; personal protection (full body harness) must always be used in the cage of the lift platform; the workers must always provably be informed in advance on the way of using personal protection,

**2.27.** use only identified slings and chains with safety lock,

**2.28.** only use equipment in perfect condition and with all identification and safety features of the manufacturer, to use acoustic signals and / or light signals of machines equipped with them,

**2.29.** use safe electric non-damaged switchgear and power supply / extension cables, secure them against damage (off-hook, over-running of machines and vehicles),

**2.30.** visibly mark the access to the scaffolding (during construction works, in use and during dismantling) with a clearly visible identification label (e.g. PERI tag) or a label informing the user of the scaffolding completeness and the permission to use or incomplete scaffolding and prohibition of use. The supplier must not use the scaffolding without identification. The ladder may only be used by the supplier for short-term work, the use of a wooden ladder is prohibited,

**2.31.** secure the concrete reinforcement against spearing of workers (protective caps and cover strips) in exposed areas,

**2.32.** inform without undue delay through the supplier's representative referred to in Article 2.8. in the event of a near accident or any extraordinary event in the field of OHS, fire protection (e.g. accident, fire) or environmental protection (e.g. leakage of working fluids) and to record a brief record of the incident,

**2.33.** eliminate the ingestion and influence of drugs, alcohol and other narcotic drugs at the workplace and exclude their introduction into the site. During the performance of the work, the client and the OHS coordinator are entitled to inspect the supplier's employees for the presence of alcohol and / or drugs. Supplier's worker found to have alcohol or any of the above substances must leave the construction site immediately and permanently; a worker who has refused to undergo a breath test is considered to have been diagnosed with alcohol or drugs. In this case, the client and the OHS coordinator also have the right to immediately order him out of the construction site on behalf of the supplier. This client's procedure does not affect the regularity and timeliness of the supplier's performance,

**2.34.** ensure supervision of the performance of further work by a professionally qualified person in risk prevention in cases where correction and remedial measures of OHS and FP deficiencies are not effective.

### **3. Fire protection**

**3.1.** The supplier shall not kindle fire and work with open fire on the construction site except of cases where the client has issued a permit for work at elevated temperatures at the request of the supplier. In such a case, the supplier shall designate a fire supervisor.

**3.2.** The supplier is obliged to observe the legal and other regulations on fire protection and observe the instructions of the client and/or the OHS coordinator in the field of fire protection on the construction site.

**3.3.** The supplier is obliged to determine the necessary fire protection measures, to train his employees in the field of fire protection before starting work and to carry out fire protection control activity on the handed over construction site.

**3.4.** The supplier is obliged to notify the client in writing about fire that occurred on the handed over construction site without undue delay. This is without prejudice to the supplier's obligation to report it to the fire brigade or to any other obligations arising from the fire protection legislation.

**3.5.** During activities and operation of equipment with increased fire hazard, in areas with increased fire hazard, the supplier is responsible for the fire safety in these places; he must prevent the occurrence of fire by removing flammable substances, equipping these places with extinguishing means, fire supervision and by establishing sufficient escape routes. He shall notify the client at least 5 days in advance of the intention to temporarily store flammable materials and fuel at the site of more than 1000 liters.

**3.6.** The supplier is obliged to ensure on-site supervision after completion of the work with open fire or other activities with increased risk of fire to the extent according to fire protection legislation and relevant Czech technical standards.

### **4. Environmental protection ensuring**

**4.1.** The supplier undertakes to perform the work in an environmentally friendly manner and to be responsible for compliance with legal regulations concerning the protection of the environment, waste management and environmental prevention. The supplier further undertakes to cooperate in reducing the negative impacts of the construction on the environment described in the documentation of evaluation of environmental aspects of the construction works in accordance with the requirements of the client's Certified Environmental Management System according to ČSN EN ISO 14 001:2016.

**4.2.** The supplier undertakes to use fuel, energy and water resources economically and to reduce actively noise, dust, smoke and vibration emissions with special attention to residents around the construction site.

**4.3.** Burning of things, waste and surplus construction material is strictly prohibited on the construction site. The exception is dry plant material, which can be burned with the prior consent of the client and the local fire brigade under conditions set by them.

**4.4.** The supplier, as the waste producer, undertakes to continuously sort all waste and packaging coming from the execution of the work at the place of their origin according to the Waste Catalogue defined by Decree of the Ministry of the Environment. He is obliged to store the waste separately according to the type of waste, in places identified with a code and name of the waste, to support their further use, secure them against undesirable leakage and remove them continuously and at his own expense by an authorized person pursuant to the Act No. 541/2020 Coll., on Waste, as amended. At the same time, he undertakes to keep a continuous record of waste removed from the construction and to submit it for inspection within 5 working days upon request of the site manager.

**4.5.** The supplier undertakes to maintain order in the workplace and to follow the client's instructions concerning waste management on the construction site and to follow the instruction of the client's ecologist.

**4.6.** The supplier shall submit to the client, at the latest by the day of handover of the work, an extract from the register of waste removed from the construction site together with documents of their removal (copies of weight and registration sheets for transport of hazardous waste).

**4.7.** The supplier undertakes to ensure that any packaging (including non-original packaging) containing hazardous chemical or mixture used by him or the hazardous waste produced shall be marked with a hazard pictogram according to Regulation (EC) No. 1272/2008 on classification, labelling and packaging of substance or mixture, and a safety data sheet of the substance or mixture prepared in accordance with the requirements of EC Regulation 1907/2006 (REACH) and/or and identification sheet of the hazardous waste produced will be available at the workplace.

**4.8.** The supplier undertakes to use only technically competent vehicles and equipment that do not show leakage of operating fluids or other dangerous substances. Small leaks can be solved by a sorption carpet placed under the machine/vehicle when parking out of working hours at the place of work.

**4.9.** The supplier shall store liquid construction chemicals, operating fluids and/or fuels with hazardous properties and liquid waste in containers of more than 20 liters on an impermeable sump tray with a minimum volume equal to the largest stored container. By the way of storage the supplier shall prevent the packaging containing these substances from contact with water, rain or snow. The supplier shall ensure that the place of pouring or spilling of hazardous chemicals or liquid waste is protected against leakage. The supplier shall not use an unauthorized food packaging (e.g. PET bottle) to store hazardous chemicals. Temporary storage of flammable liquids (including waste) above 1000 liters and pressure vessels above 10 pieces on the construction site is possible only with the prior consent of the client.

**4.10.** The supplier, who stored liquid hazardous chemical mixtures or liquid hazardous waste with a total volume over 200 liters on the construction site, undertakes to have at least 10 kg of sorption granulate on the construction site in case of an accident.

**4.11.** The supplier undertakes to enable, during the performance of the work, inspection of measures taken for environmental protection and related documentation and to comply with the regulations to remedy the identified deficiencies stated by the site manager of the client, or responsible employee of the client.

## **5. Supplier's obligation to demonstrably inform other persons on these contractual terms**

**5.1.** The supplier is obliged to demonstrably inform all his subcontractors on these contractual terms and to oblige them in writing to observe them at least to the same extent, as he is obliged to in relation to the client. This is without prejudice to the other provisions of the contract.

## **6. Final provisions and sanctions**

**6.1.** Failure to comply with any of these minimum requirements is considered as substantial breach of contractual obligations.

**6.2.** According to par. 1.3., a substantial breach of the supplier's obligations shall also be considered if the client's employee

- works or behaves in such a way that he exposes himself or his surrounding to the risk of serious injury or death or of significant material damage or
- despite warning repeatedly violates the requirements related to OHS, FP or EP.

**6.3.** If, according to art. 1.3., the supplier, or his employee demonstrably breach the requirements in the field of OHS, FP or EP laid down by law or negotiated under the contract and these contractual terms, the client shall be entitled to a contractual penalty. The amount of contractual penalties for each individual breach of OHS and/or fire safety obligations is agreed as follows:

Description	Sanction	Repeated or for same person
Ecological damage (e.g. contamination of water, soil, death of animals, unauthorized felling)	100 000 CZK	
Work injury requiring medical treatment and incapacity for work longer than 30 days	50 000 CZK	
Positive result from an alcohol or drug test or refusal of alcohol or drug test by an employee at the workplace	20 000 CZK	
Failure of the supplier's representatives to report an accident (to the client within 3 days) requiring medical treatment or incapacity for work >1 working day, fire, machine or vehicle accident, fall of a structure, leakage of operating liquids.	10 000 CZK	15 000 CZK
Failure of the supplier to provide the client with an extract of records on the production of construction waste and related documents.	10 000 CZK	



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Unsecured work at height (missing single handrail over 1.5m work floor or two bar handrail over 2m work floor or missing personal protection) or unsecured fall edge during work at height.	5 000 CZK	10 000 CZK	any) within the statutory period of 8 days prior to the commencement of work		
Failure to cover openings and shafts against persons or objects falling from height or depth (Government Decree No. 362/2005 Coll.)	5 000 CZK	10 000 CZK	Abuse or degradation of the effectiveness of fire protection equipment	2 000 CZK	4 000 CZK
Violation of the rules for securing and carrying out excavation works, securing the stability of the excavation walls or securing against fall of persons (see annex no. 3 to Government Decree no. 591/2006 Coll.),	5 000 CZK	10 000 CZK	Work with open fire without announcing the commencement and interruption and termination of work with a risk of fire, failure to discuss the manner of securing fire safety with the client	2 000 CZK	4 000 CZK
Use of scaffolding which has not been put into use by a scaffolding certificate holder in writing	5 000 CZK	10 000 CZK	Waste management in contradiction with legal regulations, in particular disorder at the workplace, non-sorting of usable components of waste, unauthorized mixing of waste, their excessive production	2 000 CZK	4 000 CZK
Unauthorized work or manipulation with the equipment by a worker without the required professional card or certificate	5 000 CZK	10 000 CZK	Smoking while working on a construction site (in a work area where smoking is generally not appropriate, in closed storage places, near flammable substances and liquids)	1 000 CZK	2 000 CZK
Significant leak of operating liquids from equipment in bad technical condition	5 000 CZK	10 000 CZK	Other serious breach of obligations in the area of OHS, fire protection or environmental protection laid down by law, endangering life and health	1 000 CZK	2 000 CZK
Worker performing work without having attended any entrance OHS training including the information on the risks	5 000 CZK		Missing revision / document on revision of supplier's equipment	1 000 CZK	2 000 CZK
Use of damaged slings (illegible/missing ID tag, chain safety lock missing, other damage).	2 000 CZK	4 000 CZK	Unlabelled sites and unsecured means for waste produced by the supplier	1 000 CZK	2 000 CZK
Work with open fire without prior approval of the client or location on the construction site; amount of flammable materials above 1000 liters or gas cylinders ≥10 pieces without the client's knowledge	2 000 CZK	4 000 CZK	Hazardous chemicals or waste in containers of over 200 liters unsecured with a spill tray or left outdoors	1 000 CZK	2 000 CZK
Violation of the requirement for safe operation of dedicated technical equipment (lifting, pressure and gas equipment)	1 000 CZK	2 000 CZK	Failure to use basic personal protective equipment (safety helmets, work shoes, reflective vests, work clothes) in contradiction with art. 2.4.	500 CZK	1 000 CZK
Works in the protective zone of a working machine	1 000 CZK	2000 CZK	Violation of smoking ban in designated zones and workplaces according to the construction organization plan	500 CZK	1 000 CZK
Failure to submit labour-technological procedure to the client and to the coordinator (if	3 000 CZK	6 000 CZK	Violation of the ban on the use of a wooden ladder, use of a damaged ladder	500 CZK	1 000 CZK



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Failure to use warning or audible warning on a machine equipped with a warning system	500 CZK	1 000 CZK
Missing identification plate on scaffolding or other temporary structure (authorized / prohibited use) on which workers are present	500 CZK	1 000 CZK
Violation of requirements for safe operation of designated electrical technical equipment and tools, e.g. damaged electrical equipment (cables, terminals), free access to unsecured switchboard, driving over unprotected cables	500 CZK	1 000 CZK
Gas cylinders or sets not secured against falling or damaged (hoses, pressure gauges ..).	500 CZK	1 000 CZK
Missing safety features of machines and tools (e.g. angle grinder cover, circular saw).	500 CZK	1 000 CZK
Unlabelled chemical with hazardous properties in a PET beverage bottle at the supplier's workplace.	500 CZK	1 000 CZK
Unlabelled packaging containing liquid hazardous chemical mixture or liquid hazardous waste with no hazard pictogram, unsecured packaging against leakage, safety data sheet or hazardous waste identification sheet not available on site.	500 CZK	1 000 CZK