

	ANNEX 4	PROCUREMENT	Level II.	Revision	Valid from:
	Conditions of OH&S, FP and EP		S-10-CRH0-01	07	01.03.2021

CONDITIONS OF OH&S, FP and EP (further referred to as „Conditions“)

1 Preliminary Provisions

1. These Conditions shall govern all works and services including transport carried out for any of the companies **CRH (Slovensko) a.s.**, 906 38 Rohožník, ID: 00214973, **ecorec Slovensko s.r.o.**, Glejovka 15, 902 03 Pezinok, ID: 31358951, **TransPlus (Slovensko) s.r.o.**, 906 38 Rohožník, ID: 35731877, or **Premac, spol. s r.o.**, Stará Vajnorská 25, 832 17 Bratislava, ID: 17316128 (further referred to as „**Customer**“) by any entity carrying out works or services (further referred to as „**Contractor**“) in any workplaces, operations or other premises of Customer (further referred to as „**Customer’s premises**“) on basis of any contractual relationship (an agreement/order) with object to carry out works and services (further referred to as „**Agreement**“).

2. Contractor shall be liable to Customer for fulfilment of these Conditions by its employees, subcontractors or other persons which stay or conduct any activities at Customer’s premises upon Contractor’s consent or with Contractor’s knowledge (further referred to as „**Contractor’s employees**“) and any action of Contractor’s employees shall be deemed to be an action of Contractor and any duty imposed to Contractor under these Conditions shall be applied also to Contractor’s employees and vice versa.

3. Workplace shall mean a place handed over by Customer to Contractor by the means of a protocol for the purpose of carrying out works and services under the Agreement; provided a protocol is not drawn up, it is a place where Contractor is obliged to stay due to the nature of such works and services (further as „**workplace**“).

2 Occupational Health and Safety (further referred to as „OH&S“)

Fire Protection (further referred to as „FP“)

Environmental Protection (further referred to as „EP“)

1. Contractor is obliged to abide by OH&S, FP and EP¹ regulations within Customer’s premises and workplace and by the instructions of Customer’s authorised persons.

2. Contractor is obliged to undertake necessary measures in order to ensure compliance with OH&S, FP and EP and to secure that machines, facilities, materials, equipment, working procedures and the workplace do not imperil safety and health of employees of Contractor, employees of Customer, Customer or any other persons and do not imperil the property of the Customer and third persons or the environment at the same time.

3. Contractor is obliged to carry out works and services, operate machines and facilities, use equipment, chemical substances and other things in accordance with the manual and operate certain machines and facilities and carry out certain activities only when Contractor is holder of a valid permission to such operation and carrying out.

4. Contractor may not interfere with special technical facilities beyond standard operation and Contractor may operate the aforementioned facilities only in accordance with the manual. Contractor is obliged to use safety and protection facilities adequately, not to put them out of service or to modify them arbitrarily.

5. Contractor may only stay at workplaces or places in Customer’s premises where Contractor is carrying out its work duties after advise Contractor’s employees on OH&S, FP and EP. Contractor is obliged to request Customer to provide for instructions, training and retraining of all its employees staying at Customer’s premises on OH&S, FP and EP regulations. The Customer is entitled to request the Contractor at any time to repeat instructions related to the rules of OH&S, FP and EP.. The Contractor will provide only the persons with necessary education, experience, training, and needed permissions to carry out works and services under the Agreement while all employees of the Contractor carrying out works and services in the premises of the Customer must possess valid health and professional capacity. Contractor is obliged to have the actual valid original documents or their copies on medical and professional competence of the Contractor’s employees available in the workplace throughout the duration of the performance of works and services within the Customer’s premises and provide them to Customer upon request for a purpose of inspection and making photocopies without delay.

6. Contractor is obliged to use set personal protective equipment (further referred to as „**PPE**“) in the course of works and services and to demand and control its using by Contractor’s employees. Contractor shall use at least the following PPE: safety helmet with chin strap (structural according to the norm EN 397, and/or EN 50365 for electricians), safety glasses (according to the norm EN 166 FT clear), high visibility work clothing of at least class 2 (according to norm EN ISO 20471:2013) – for activities in the production and maintenance it is prohibited to use a reflex vest, safety footwear S3 ankle category EN ISO 20345:2011,

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for activities in the production and maintenance – EN ISO 20345:2011 M with integrated metatarsal protection, for electricians safety footwear of S3 ankle category – EN 50321:1999 M, personal safety padlock of green colour with one key marked with name, surname, and telephone number of its user, full body personal safety harness equipped with a safeguard rope and a fall damper for works at heights where using of personal security equipment is requisite; personal security equipment is requisite also for works on moving work platforms or for works carried out in an unnatural position (e.g. bending over railings, lying on gang boards and leaning out of them) during which the workers are endangered by a potential fall; it is prohibited to use protective belts as personal security equipment to prevent a fall; drivers of vehicles or vehicle bodies equipped with a special „TRAM“ system may use this system; Contractor shall also use work clothes with highly visible reflective components (EN471:2003 standard) during carrying out works at workplace or traffic communications. Specification of further PPE must be done by the Contractor based on risk assessment for performed works and services.

7. Should works and services carried by Contractor interfere with premises of Customer or workplaces of other persons who carry out works or services at Customer’s premises, Contractor is obliged to inform Customer of the scope the works and services, place of the common workplace, to agree with Customer on conditions for securing OH&S, FP and EP of persons which stay at the common workplace, and ensure the coordination of OH&S.

8. Waste dumps or storage of material by Contractor may occur only in places designated by Customer and only in compliance with generally binding legal enactments in the area of waste treatment and disposal. **It is strictly prohibited to store waste in other places than designated for that purpose.** Waste should be separated. If it’s not agreed differently in the Agreement, Contractor has to hand over the hazardous waste letter of conveyance to Customer without delay.

9. Contractor is obliged to immediately notify the Customer of any dangerous incidents and conditions occurred that caused or could lead to causing personal injuries, damage to the environment or property.

10. Contractor hereby undertakes to designate one of Contractor’s employees as a person responsible for management of OH&S in terms of OH&S, FP and EP regulations (Section 6 subsect. 7 of the Act no. 124/2006) for all works and services carried out in accordance with the Agreement. The authorized employee of Contractor shall meet all qualifying preconditions and undergo at least the same level of OH&S training as a manager. Before commencement of works and services, Contractor is obliged to ensure at the Customer that the authorized employee is advised on OH&S, FP and EP regulations and informed of a potential risk and danger within Customer’s premises and workplace. The informed authorized employee of Contractor is then obliged to inform all other employees of Contractor provably on the aforesaid regulations and to provide Customer with such information upon request.

11. Transportation

11.1 Contractor is obliged to abide by generally binding legal enactments stipulating traffic on surface communications and internal traffic directives of Customer in Customer’s premises at the time of entry of motor vehicles or mobile machines of Contractor into Customer’s premises (e.g. Traffic regulations).

11.2 The Contractor must complete the initial prequalification process of the Customer in accordance with its procedures.

11.1.3 Customer has a right to request the Contractor’s employees - drivers carrying out transport for the Customer the driving records (track record, km, accidents, violations of traffic rules) and choose a driver based on it.

11.4. All Contractor’s employees - drivers carrying out transport for the Customer must have min 3 years (RMC trucks, Cement silo cistern trucks), or 2 years (all other type of heavy vehicles) driving experience with relevant type of vehicles.

11.5. All Contractor’s employees - drivers carrying out transport for the Customer must pass the defensive driving training (compulsory from 1.1.2022).

11.6. The Contractor shall comply with the driver and vehicle safety requirements as well as the requirements addressed by the CRH Group’s "Safety CRH Transport Controls", including verification of the following in particular:

11.6.1. That the driver of the vehicle, prior to commencement of his change, has performed daily checks on the vehicle before driving,

11.6.2. That the driver has at his disposal (in the vehicle) the required PPE,

11.6.3. That the audible sound alarm and the camera or other vehicle detection system is functional,

11.6.4 that a parabolic mirror for pedestrian detection is installed on the windscreen,

11.6.5. That the vehicle is equipped with an acoustic warning system to detect the non-retraction of the handbrake when the cabin door is opened,

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11.6.6. That the vehicle is equipped with side impact protection in combination with pedestrian / cyclist warning signs,

11.6.7 That the load is properly secured against movement (if relevant).

11.7 All carriers performing on-site shipments purchased by the Contractor after commencing the works and services for the Customer must comply with the safety specifications in the relevant part of the CRH "Red Book" (procurement instruction), in relation to the procurement of vehicles which the Customer upon request, provide the Contractor.

12. In its workplace, the Contractor is responsible particularly for:

- a) suitability and safety of all works and services, used work methods and technological procedures,
- b) compliance with OH&S, FP and EP,
- c) health, fire and security protection of the workplace and any property therein,
- d) barring access to unauthorized persons and for carrying out preventive measures for property protection,
- e) exercising measures so that pollution of environment caused by carrying out of works and services does not exceed limits governed by generally binding enactments and bodies of government,

13. Contractor is obliged to exercise measures to secure FP particularly at places with increased risk of fire, during activities related to increased risk of fire and at the time of increased risk of fire and to inform Customer thereof in advance.

14. Contractor is obliged to probe into and analyse any imperilment of OH&S, FP and EP and to forthwith inform Customer thereof and to remove it on its own or in cooperation with Customer, particularly to forthwith report any fire which emerged in the workplace or Customer's premises.

15. Contractor shall establish the fire guard in terms of FP and provides for its professional training. The fire guard shall be established particularly for activities with increased risk of fire (e.g. during welding and cutting, grinding of metal by grinders, using of flammable substances etc.). Contractor shall provide for activities of the fire guard during the whole period which is necessary in terms of FP.

16. Contractor is obliged to carry out welding works only upon issuance of a written permission to weld issued by an authorised person of Customer and in compliance with its content.

17. Contractor is responsible for valid technical inspections, tests, revisions and controls of all special technical facilities, technical facilities and work equipment used by Contractor or Contractor's employees only in accordance with generally binding enactments, manual and manufacturer's instructions in the course of carrying out works and services at Customer's premises.

18. Contractor is responsible for the fact that all Contractor's electrical facilities which are used by Contractor or Contractor's employees in the course of carrying out works and services at the premises of Customer have been object of exercised control of safety of a technical facility in terms of the by-law no. 508/2009 Coll. and a valid professional inspection and that professional test of an electrical facility and protection against dangerous contact voltage by automatic disconnection of power using current protectors is exercised in all used portable electrical cut out boxes for connection of appliances (e.g lighting equipment, portable electrical hand tools, welding machines etc.).

19. During the period of carrying out the works and services in the premises of the Customer the Contractor is obliged to have liability insurance taken out for damages due to occupational accident, and occupational disease caused to the employees of the Contractor as well as the liability insurance taken out against the damage caused by the Contractor to the Customer and third parties in the amount not less than the amount of the insurance coverage equal to the price of the work and services carried out.

20. Contractor acknowledge that the premises of the customer are controlled and monitored, and that the customer has the rules of entry into the premises of the customer issued. Contractor undertakes to adhere to the rules of entry the customer and inform the employees of Contractor of these rules. Contractor acknowledged that if any of the persons fails to observe the rules of entry, they may not be allowed to enter into the premises of the customer (entrance ban) and/or they may be banned from the premises of the customer.

3 Liability and Penalties for Breaching OH&S, FP and EP Regulations

1. Customer is entitled to exercise controls of fulfilment of OH&S, FP and EP regulations by Contractor in workplace, in Customer's premises, as well as in the premises of the Contractor especially at the registered office and manufacturing premises. Should there be any individual breach of these conditions, Customer is entitled to demand payment of a contractual penalty from Contractor stipulated in **Schedule of Penalties for breach of OH&S, FP and EP regulations** which constitutes an inseparable part of these conditions. Contractual penalties are due within 5 days upon delivery of announcement on exercising the penalty to Contractor. Customer is entitled to rescind the Agreement with effect as of delivery of the written rescission to Contractor in case of any breach of these terms and conditions as well as repeated breach, serious

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breach or very serious breach of these Conditions. Payment of contractual penalties shall have no influence on Customer's right to seek damages.

2. If any breach of OH&S, FP and EP regulations by Contractor be discovered, Customer is entitled to adopt necessary measures in order to prevent further breach incl. imposing of prohibition to enter certain areas, prohibition to carry out certain works and services or work procedures or order wrongdoer out of Customer's premises. Contractor shall be liable for any damage which occurs as result of breach of OH&S, FP and EP regulations.

¹ OH&S, FP and EP regulations shall mean all valid generally binding legal enactments including technical norms and internal directives of Customer which stipulate duties in the area of OH&S, FP and EP as well as general rules of prevention.

Place: _____ Dated: _____

Signature and stamp of Contractor