

RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES IN OHS AND ENVIRONMENTAL PROTECTION

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 Waste and on Amendments to Certain Acts, Decree No. 283/2001 Coll. on the implementation of certain provisions of the Waste Act, and Decree No. 265/2015 Coll. constituting 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 Client 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 is required to ensure that the persons performing the Subject of the Contract are equipped with:
 - a) Appropriate work clothes with a visible Contractor's identification
 - b) Appropriate working footwear
 - c) Necessary OHS certificate for the realization of the Subject of the Contract (e.g. for work in heights, revision of the power tool)
- 1.2.2. The Contractor is obliged to observe the Rules of Procedure and other internal documents relating to the Client, the contents of which the Client has informed him of, what the Contractor confirms by signing this Agreement.
- 1.2.3. The Contractor is responsible for the security and protection of their employees or subcontractors performing the Subject of the Contract.
- 1.2.4. The Contractor is obliged to prove in the course of the initial training made by the Client the following:
 - a) a photocopy of the training certificate required to perform the Subject of the Contract,
 - b) a photocopy of the authorizations required to perform the Subject of the Contract,
 - c) contact details of the Contractor's safety technician.
- 1.2.5. In the case where the place of performance of the Subject of the Contract is attended by employees of several employers or by any persons performing activities on the basis of the Direction of the Client, an agreement must be concluded between them, which determines who is responsible for creating the health and safety conditions for the employees at the joint workplace and to what extent. If they do not come to agreement, each of them holds individual responsibility to full extent.

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 is obliged:
 - a) be equipped with their own fire extinguishers according to Fire Protection Policy (FPP),
 - b) to comply with STN standards in connection with the FPP (smoking outside the designated areas)

- c) ensure the storage of flammable materials and substances from the perspective of the FPP,
- d) in the event of a fire, to act in accordance with the applicable Fire and Alarm Rules of the Client, and to report the occurrence of a fire in the event of a fire alarm to the Client at tel. no. 555, - fire alarm
- e) familiarize themselves with the fire protection documentation applicable to the place of performance of the Subject of the Contract.

1.4. Work discipline

1.4.1. In the event of a breach of work discipline by Contractor's employees or by third parties performing the Contract on behalf of the Contractor, the Client is entitled to require from the Contractor the following contractual penalty for each individual violation, even when these occur repeatedly:

Disruption of discipline	Amount of contractual / agreed fines	
a) performance of works without proper authorization, certificate or license	EUR 1,000	
b) Drinking alcohol or bringing alcohol to the workplace	EUR 1,000	
c) Smoking outside the designated area	EUR 1,000	
d) Failure to report a fire	EUR 1,000	
e) Performance of work with increased risk of fire (welding, burning, grinding and open fire work) without permission to perform such work	EUR 1,000	
f) Theft of Client's property	Value of misplaced assets:	Fine :
	• Up to EUR 3	• EUR 30
	• Up to EUR 30	• EUR 200
	• Up to EUR 200	• EUR 1,000
	• over EUR 200	• 5 times the value of the asset
g) Non-reporting of a work accident/injury and a dangerous situation within 4 days of the occurrence of such an event	EUR 1,000	
h) Non-reporting of damage to the Client's property when caused by an external worker	EUR 1,000	
i) Not using the prescribed protective equipment	EUR 1,000	
j) Protection of the environment	The amount of the costs associated with the accident, including any penalties granted 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 Client with which the Contractor has been notified, as evidenced by the signature of this Agreement.

1.4.3. The Contractor is aware that the Client may perform an audit of compliance with the Environmental Protection Policy (EPP), Occupational Health and Safety (OHS) and Fire Protection Policy(FPP) requirements at the place of performance of the Subject of the Contract. If the audit finds serious deficiencies significantly affecting the requirements of the Environment and Occupational Health and Safety and Occupational Safety and Health 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 Client 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 Client is entitled to withdraw from this Agreement within the meaning of Article 10 of this Agreement.