

CONTRACTUAL TERMS FOR OCCUPATIONAL HEALTH AND SAFETY, FIRE PROTECTION AND ENVIRONMENTAL PROTECTION OF 15 AUGUST 2023

I. Scope of regulation

1. A reference to these terms (hereinafter the "Contractual Terms") defines a part of the content of the contract (hereinafter the "Contract") signed between the Supplier and Skanska SK a.s., company registration number: 31 611 788 or Skanska a.s., company registration number: 262 71 303 (including their organisational units) or any company directly or indirectly controlled by them (hereinafter also "Skanska" or "Skanska Group" or "Customer"), provided that the place of performance, or a part thereof, is a building site or other workplace, in particular:
 - a) a contract for work, the subject matter of which includes construction, repair, adaptation, maintenance or assembly of the building or a tangible result of other activities being, at least partly, carried out at the construction site,
 - b) a purchase contract, provided that at least a part of the goods is delivered to the construction site,
 - c) an inspection agreement referring to construction of the building or related thereto,
 - d) a contract of carriage, provided that the destination or the shipment acceptance place is at the construction site,
 - e) a vehicle rental or operation agreement, provided that the vehicle is at least partly used or operated at the construction site,
 - f) a security guard contract for the construction site or a defined workplace,
 - g) a rental agreement, provided that the rented asset is at least partly used at the construction site,
 - h) anyone carrying out any activities at the construction site under a contract signed with the Customer.
2. All provisions of these Contractual Terms shall also be binding for the Customer's other workplaces (e.g., plants).
3. The Supplier hereunder means the contractor and the contractor's subcontractors, seller, inspector, carrier, lessor, provider of vehicle operation services, provider of security guard services or other parties having a contract signed with the Customer, including these Contractual Terms.
4. Any provisions to the contrary that may be a part of the Contract shall prevail over the wording hereof.
5. If the nature of the work carried out by the Supplier implies that the performance, activities, or other obligations defined in these Contractual Terms do not refer to the subject matter of the work, then the relevant provisions hereof shall not apply.
6. Any reference in these Contractual Terms to the Supplier's employee, shall also mean a third party through which, or with the assistance of which, the Supplier discharges the duties resulting for the Supplier from the obligations under the Contract signed between the Supplier and the Customer, or an employee of such third party.

II. Occupational health and safety and fire protection (hereinafter also the "OHS" and "FP")

1. The Supplier shall comply with legal and other regulations to ensure occupational health and safety. When doing so, the Supplier undertakes to observe the Customer's instructions, mainly the instructions given by the Customer's appointed liaison, safety officer and/or fire protection officer regarding coordination in implementation of measures aimed at occupational health and safety of employees and other persons at the construction site.
2. Upon finding out that the Supplier, or persons falling under the Supplier's responsibility, fail to comply with their OHS obligations, the Customer shall have the right to call upon the Supplier to take corrective action as instructed by the Customer and the Supplier shall immediately rectify the non-conformity.
3. Before starting with performance of the Contract, the appointed liaisons of the contracting parties shall inform one another of potential threats, preventive measures and measures for provision of first-aid, firefighting, rescue and evacuation operations during performance of the contract and any follow-up or related performance. The Contracting Parties shall make a record thereof or shall include the information in the Site Handover/(Takeover) Report or other written agreement.
4. Before proceeding with discharge of their duties, the Supplier undertakes to provide the Supplier's employees involved in performance of the Contract at the construction site with proper, necessary, and clear information and instructions to ensure occupational health and safety and information about adopted measures, mainly the firefighting and first-aid measures and emergency procedures at the construction site.
5. Before proceeding with discharge of their duties, upon every change in the method of discharge of the duties or a change in employees involved, the Supplier shall instruct the Supplier's employees or other persons being involved, in the necessary scope, in discharge of the Supplier's obligations to submit to the Customer a certificate of workplace safety communication or professional competence in OHS and FP issues in the scope defined by legal or other regulations regarding occupational health and safety and fire protection.
6. The Supplier shall submit to the Customer daily reports/lists of the Supplier's employees involved in performance of the Contract at the construction site, or other persons present at the construction site to act on the Supplier's behalf in performance of the Contract. Persons other than those listed in the report are only allowed to enter the construction site after first informing the Customer's appointed liaison. That is without prejudice to the Supplier's answerability for occupational health and safety of these persons during their presence at the construction site.
7. The Supplier shall ensure that the Supplier's employees involved in performance of the Contract at the construction site, use personal protective equipment and protective clothing to comply with the Supplier's minimum requirements hereunder applicable for the work carried out and the Supplier shall ensure that the use of the protective equipment and clothing is required and controlled on an ongoing basis.
8. The Supplier shall ensure that the Supplier's employees involved in performance of the Contract at the construction site and working at a height or above a free depth, partly inside and partly outside an area of collective protection, shall all the time use personal fall protection equipment complying with the applicable legislation. This shall be without prejudice to the employee's obligation to apply proper protective equipment when carrying out a work subject to a risk of falling from a height or falling in a depth at a site which lacks collective protection.
9. A written protocol shall be made between the Supplier and the Customer about distribution of the collective fall protection equipment (temporary structures). An entry in the site diary or in the "OHS and FP File" is regarded as acceptable, as well as other provable record.
10. The Supplier shall prepare written version of measures for personal protection of persons working at a height and above free depth; it shall mainly be included in the production documentation, technology or working procedure (unless prepared by the Customer), with data about the protection, personal fall protection equipment, defining the anchorage points and with the static calculation. Upon change of the working procedure, the Supplier shall accordingly amend the measures in writing. The Supplier shall provide the employees using this type of protection with a training about using the equipment including practical exercise and shall distribute the fall protection equipment to the trainees based on a written registration.
11. Without the Customer's prior written approval, the Supplier is not allowed to use constructions of the building as a lifting device. All lifting devices used shall be operated by the Supplier from places customised or designed to the purpose. At the same time, the Supplier shall ensure that the load is uniformly distributed. Operation of lifting devices must not result in a damage to the finished surface of the building or to utility networks.
12. The Supplier shall only use safe electric or other equipment in accordance with legal regulations regarding technical requirements for products and, upon the Customer's request, the Supplier shall submit to the Customer documents about technical inspections or other documents proving compliance with the safety operation requirements. Before starting the works, the Supplier shall submit a list of the devices including

the name of the operator, name of the device, registration number and serial number of the device, date of the last technical inspection or a technical check and the name and surname of the person in charge and each device used by the Supplier shall bear a label stating the name of the operator and the registration number. Upon the Customer's request, the Supplier shall cease using at the construction site any electric or other devices, which do not comply with the applicable regulations and technical standards.

13. Any temporary lighting, electric power supplies or installations shall be established, maintained, and operated by the Supplier in accordance with applicable legal regulations and technical standards, and/or the manufacturer's service instructions.
14. The Supplier shall ensure that the employees involved in performance of the Contract at the construction site wear a marking at a visible part of their clothing or the safety helmet, as required by the Customer.
15. The responsibility for organization of work of the Supplier's employees and ensuring occupational health and safety on behalf of the Supplier shall always lie with the Supplier's liaison. Unless the Contract states otherwise, before starting the performance of the Contract, the Supplier shall notify the Customer of the liaison's name and surname and the telephone contact. The Supplier undertakes to ensure the liaison's permanent presence at the construction site during performance of the Contract. The Supplier appoint one or more site safety officers and shall ensure their coordination and cooperation with the Customer's liaison at least once a week at the construction site or as necessary.
16. The Supplier shall, in accordance with OHS regulations, make a continuous fencing around the construction site, or around a separate part thereof, unless the fencing is made by the Customer. The fencing made by the Supplier shall be maintained by the Supplier during performance of the Supplier's obligations under the Contract.
17. The Supplier shall ensure that the employees involved in performance of the Contract at the construction site stay solely at workplaces or premises of the construction site where their presence is needed to fulfil their tasks for performance of the Supplier's obligations, as informed and instructed by the Customer with respect to occupational health and safety and shall only use the access roads designated by the Customer.
18. After handover and acceptance of each integrated part of the Supplier's performance as defined in the Contract, it is the Supplier's responsibility to ensure occupational health and safety for the Supplier's own employees and employees of the Customer's other Suppliers at workplaces located at the already delivered parts of the project, as well as health and safety of other persons of whose presence at those areas has the Customer been notified. That shall be without prejudice to the provisions regulating handover and acceptance of the Supplier's deliverables.
19. The Supplier is only allowed to make a landfill or a place for depositing small building materials in areas designated for such purposes by the Customer and shall comply with the applicable occupational health and safety, fire protection and environmental protection regulations.
20. The Supplier undertakes to immediately notify the liaison appointed by the Customer of any occupational injury of any of the Supplier's employees at the construction site and make it possible for the Customer to participate in investigation of reasons and circumstances of the injury and shall inform the Customer of the outcome of the investigation of reasons for the occupational injury. The duties imposed in this clause shall be without prejudice to the Supplier's obligations resulting from legal regulations on reporting and registration of occupational injuries.
21. If harm to health is caused by deficiencies at the workplace for which none of the parties can be held responsible, then the responsibility shall lie with the employer of the injured employee.
22. The Supplier shall ensure that the Supplier's employees refrain from drinking alcohol, taking narcotic drugs and psychotropic substances at the construction site and do not enter the construction site or stay at the at the construction site under the influence of alcohol or narcotics. The Contracting Parties agreed that the Customer shall have the right to use a breathalyser test to detect presence of alcohol in breath or a test to detect use of other above-mentioned substances and the Supplier shall provide the Customer with access to the employees to do so. The Supplier shall ensure that any employee entering the construction site under the influence of alcohol, addictive substances, narcotic drugs, and psychotropic substances or using the same at the construction site or refusing to undergo a breath test or a drug test, immediately leaves the workplace. If the employee, despite the Customer's request, refuses to leave, then the Customer shall have the right to banish the employee on behalf of the Supplier. Such action taken by the Customer shall be without prejudice to proper and timely performance by the Supplier.
23. The Supplier shall also comply with all obligations resulting from occupational health and safety regulations with respect to the OHS devices provided by the Customer. The Customer shall not bear any responsibility with respect to use of such devices.
24. The Supplier shall adopt proper measures to minimize the risk of spreading dangerous contagious human diseases among employees at the construction site, such as, for the purpose of these Contractual Terms, for example COVID-19 or other contagious diseases (in particular diseases defined as such in Ordinance No. 105/1987 Coll., defining for the purpose of the Criminal Code what is regarded as a contagious human disease, as amended / Act No. 300/2005 Coll.
The Supplier shall ensure that all the Supplier's employees comply with sanitary measures as recommended or ordered by the Government or by public health authorities, such as wearing masks, frequent handwashing, minimum spacing requirement at workplaces (where possible) etc.
In case of confirmed outbreak of COVID-19 or other dangerous contagious human disease and in case of suspected occurrence of such disease before the infection of the person present at the construction site is confirmed, the Supplier shall act in accordance with instructions given in Annex No. 2 hereof.

III. Fire protection (hereinafter also the "FP")

1. The Supplier shall comply with legal and other fire protection regulations and the Customer's instruction in the area of fire protection.
2. The Supplier shall define fire prevention measures; before starting the works, the Supplier shall ensure that the employees and other persons involved in performance of the Contract attend a fire protection training and shall carry out controls at the delivered areas in the scope defined in fire protection legal regulations.
3. The Supplier shall notify the Customer in writing and without undue delay of every fire occurred at the construction site. That is without prejudice to the Supplier's obligation to report the fire to the competent fire and rescue brigade and to the competent general government authorities and other obligations resulting from legal and other fire protection regulations.
4. When performing the activities or operating the equipment with increased risk of fire, the responsibility for fire prevention, in particular setup of measures to mitigate the risk of fire, elimination of combustible substances, availability of applicable and fully operational extinguishing media, fire surveillance and existence of sufficient escape routes lies with the Supplier. A copy of the written order or instruction issued in accordance with the fire protection regulations with respect to open-fire activities shall be submitted in time by the Supplier to the Customer's liaison.
5. The Supplier shall ensure subsequent supervision after completion of open-fire activities or other activities with increased risk of fire in the scope defined by fire-protection legal regulations and applicable technical standards.

IV. Environmental protection (hereinafter also the "EP")

1. The Supplier shall comply with legal and other regulations aimed at environmental protection. If, during their activities, the Supplier deals with waste, then the Supplier shall have a relevant waste management licence in accordance with Act No. 79/2015 Coll. on Waste and on changes

and amendments, as amended (hereinafter the "Waste Management Act"). The Supplier is only allowed to hand over the waste to a holder of a waste management licence in accordance with the Waste Management Act unless recovery or disposal of waste is done by the Supplier. When doing so, the Supplier undertakes to observe the Customer's instructions, mainly instructions given by the Customer's appointed liaison, a member of the Sustainable Development Unit, regarding coordination in implementation of environmental protection measures. If the Supplier fails to comply with an obligation under Art. IV. par. 1, the Customer can withdraw from the Contract in full scope.

2. The Supplier shall, in accordance with legal regulations, adopt all measures to reduce noise, dustiness, shaking and vibrations caused by the Supplier's activities at the construction site and measures for effective protection of surface waters, downstream water, underground water, drainage or other water sources at the construction site and adjacent land from pollution.
3. The Supplier shall keep the construction site clean and tidy and shall remove, on an ongoing basis, any waste or dirt generated during performance of the Contract from the access roads; shall adopt technical measures to prevent leakage of waste outside the construction site and shall ensure that further waste management complies with legal regulations with the aim of maximum recycling and recovery.
4. Along with deliverables, the Supplier shall hand over to the Customer, on an ongoing basis, records of waste generated during the Supplier's activities and during activities carried out by other entities involved through the Supplier in discharge of the Customer's obligations. Details of waste management records are defined by waste management legal regulations. Submitting the complete waste records is a prerequisite to discharge of the Supplier's obligation.
5. The Supplier shall observe the hierarchy of waste management and shall spare no effort to avoid generation of waste. If waste is generated, the Supplier shall ensure separation of the waste at the place where the waste is produced and prefer waste recovery to waste disposal. The Supplier's share and the method of sharing in the waste separation costs at the construction site is defined in the Contract.
6. If the Supplier fails to comply, not even within an additionally granted time limit, with the Customer's requirements to keep the construction site and the access roads clean and tidy and the waste management requirements, then the Customer shall have the right to perform these obligations either themselves or through a third party at the Supplier's expense.
7. The Supplier shall ensure that the vehicles and the construction machines used in performance of the Supplier's obligations are protected from leakage of service fluids in the soil or waters, shall avoid leaving combustion engines running unnecessarily while that vehicle is stationary and shall ensure that each construction vehicle/machine is equipped with an emergency kit. The Supplier is not allowed to carry out maintenance of vehicles or construction machines and/or refill operating fluids at the construction site without the Customer's approval.
8. The Supplier shall manage and handle hazardous substances and mixtures at the construction site in a manner which complies with legal regulations on hazardous substances and mixtures. The Supplier shall notify the Customer of any environmental incident occurring during the Supplier's activities or being witnessed by the Supplier.
9. When performing the Contract, the Supplier shall comply with legal regulations on nature and countryside conservation and must not damage trees or other vegetation. The Supplier shall obtain permit from the competent supervisory authorities for felling of trees designated in the project documentation for elimination. For that purpose, the Customer shall issue a power of attorney for the Supplier or shall ensure issuance of the power of attorney.
10. The Customer shall inform the Supplier of the Customer's sustainable development policy and the Supplier undertakes to act in accordance with the environmental protection principles resulting from the policy.
11. The Customer shall inform the Supplier of the Environmental Protection (EMS and EMAS) documentation for the contract in performance of which the Supplier is involved, and the Supplier undertakes to act in accordance with the documentation.

V. Minimum OHS and FP requirements for Suppliers

1. The Supplier shall comply with obligations resulting from the following OHS and FP requirements for Suppliers to ensure and manage occupational health and safety and fire protection at the Customer's construction sites/workplaces and operations (hereinafter also the "Minimum Requirements").
2. **Controls** Each Supplier shall carry on proper checks of compliance with legal and other OHS and FP regulations at their own workplace at least once in calendar week and the outcome shall be provably recorded. Upon the Customer's request, the Supplier shall submit the record of the performed check to the site manager or to another person appointed by the Customer.
 - 2.2. Upon detection of a dangerous conduct or a risk at the Customer's workplaces, the Supplier shall discontinue the works and immediately notify the Customer's site manager, or another person appointed by the Customer in writing.
3. **Communication** The Supplier shall ensure that those of the Supplier's employees who do not speak either Slovak or Czech are provided with the communication under applicable Slovak legal and other OHS and FP regulations in a language they understand. Upon request, the Supplier shall submit a proof of the provided communication to the Customer's site manager at least one day before starting the performance for the Customer.
 - 3.2. The Supplier shall keep the Supplier's employees daily informed of OHS and FP issues, mainly of potential threats, adopted measures and description of technological and safe working procedures in Slovak or Czech language so that the information and descriptions can be checked by the Customer (e.g., via Start card, etc.).
 - 3.3. The Supplier shall ensure that, at any time, among those present at the workplace at least one person is able to translate for those who do not understand Slovak or Czech.
4. **Keeping records of persons and vehicles entering and leaving the Customer's construction site** After entering the construction site, the Supplier (or the Supplier's employee) shall notify the site manager, or another person appointed by the Customer of their arrival. The Supplier shall ensure that this obligation is performed also by other entities (and/or their employees), involved in performance of the Contract for the Customer through the Supplier.
 - 4.2. Registration by the electronic employee attendance system
 - 4.2.1. If the construction site and/or the Supplier's workplace is controlled by an electronic access-control system (such as, e.g., ConVision, Fingera) installed by the Customer, then the Supplier shall ensure that presence of all Supplier's employees is recorded in the electronic employee attendance system and the access (by foot and by car) control system. In such case, the electronic registration of presence of the persons is binding for all Suppliers and for parties involved by the Supplier in performance of the Contract for the Customer (and/or employees of such parties). Thus, the Supplier shall ensure that the such parties also comply with the access-control obligation.
 - 4.2.2. The Supplier shall ensure that upon registration of persons by the employee attendance system all the Supplier's employees or other persons involved by the Supplier in performance of the Contract for the Customer (and/or employees of such parties):
 - a) when entering the construction site, each employee/other party registers their arrival in person at the card reader of the electronic employee attendance system at the construction site, and
 - b) when leaving the construction site, each employee/other party registers their departure in person at the card reader of the electronic employee attendance system at the construction site (the same applies to breaks in work during which they leave the construction site).
 - 4.2.3. Individual electronic cards with the holder's name are non-transferable and the Supplier shall ensure that the Supplier's employees or other persons involved by the Supplier in performance of the Contract for the Customer (and/or employees of such parties):

- a) carry these cards all the time when present at the construction site a
- b) in case of loss of the card immediately notify the Customer's officer.
- 4.2.4. Even when performing activities for the Customer without using own employees, the Supplier is bound accordingly by obligations referring to registration by the electronic employee attendance system, as mentioned above.
- 5. **Initial briefing**
 - 5.1. Before the first entry to the construction site, the Supplier shall attend an initial briefing at the Customer's premises. The Supplier undertakes to ensure that the initial briefing is attended by the Supplier's employees and persons involved by the Supplier in performance of the Contract for the Customer (and/or their employees) and other persons entering the construction site upon the Supplier's request or with the Supplier's knowledge.
- 6. **Assessment of risks and exchanging information**
 - 6.1. The Supplier shall inform in writing of potential threats, preventive measures and first-aid measures, firefighting, rescue and evacuation operations during activities carried out for the Customer and description of safe working procedures. No later than one day before starting the performance of the Contract, the Supplier shall submit to the person appointed by the Customer written evaluation of risks, details and description of safe working procedures (unless prepared by the Customer).
- 7. **Technological procedures**
 - 7.1. The Supplier shall develop technological procedures (unless prepared by the Customer) in accordance with the applicable legislation. The technological procedure shall include the following information:
 - o flow of work and paralleling working operations,
 - o safe working procedure for each working activity,
 - o potential threats for each phase of working activities, including risks for the environment and the manner of control over adopted measures,
 - o use of machinery, appliances, devices, and other work equipment,
 - o sort and types of ancillary building structure (in particular, scaffolding, supporting structures, platforms, etc.),
 - o methods of vertical and horizontal transportation of passengers and materials including demarcation of roads and storage premises,
 - o technical and organizational measures to ensure occupational health and safety and fire protection at each specific workplace at the construction site and at adjacent premises being put at risk, including use of personal protective equipment (PPE):
 - when it is idle,
 - during construction works carried out under emergency conditions, mainly during operation and upon paralleling of construction works carried out by several contractors,
 - threat of natural disaster, mainly flood, landslip, etc.,
 - phased handover of the structure or parts thereof and placing it in service.
 - 7.2. The Supplier is not allowed to start activities at the Customer's construction site without having a technical regulation (unless prepared by the Customer) or without defining safe working procedures.
 - 7.3. Upon the Customer's request, the Supplier shall, without undue delay, submit the technical regulation to the Customer's site manager or to other officer appointed in writing by the Customer (unless the technical regulation has been prepared by the Customer).
- 8. **Safety discussions**
 - 8.1. The Supplier's employees shall attend discussions on topical OHS and FP issues focused on the work in progress and the following works, aiming to draw attention to the existing and future risk and threats and necessary preventive measures organized by the Customer. Written minutes shall be made of the discussions dealing with the problems to be solved (e.g., in form of an entry made in the Workplace Health and Safety Journal or in the site diary) and signed by all attendees.
- 9. **Personal protective equipment (PPE)**
 - 9.1. The Supplier shall ensure, mainly during performance of obligations under Article II. par. 7 hereof, that the following personal protective equipment is properly used for the whole time that the person is at the construction site/workplace:
 - 9.1.1. Safety helmets
Every person shall use a certified safety helmet for the whole time that they are at the construction site or at the plant. Every person shall have their name and surname written on the safety helmet.

Supplier shall respect, observe and ensure compliance with the following colour specification of safety helmets:

Red	<ul style="list-style-type: none"> • Management • Staff which is not a part of the construction team/plant (auditors, land surveyors, engineering inspector, quality controller, etc.) • Guests and visitors
White	<ul style="list-style-type: none"> • Site manager, foremen • Regional managers, project managers • Administrative staff which is not a part of the construction team/plant
Yellow	<ul style="list-style-type: none"> • Workers
Green	<ul style="list-style-type: none"> • Site safety officer (OHS and PO) / Manager
Blue	<ul style="list-style-type: none"> • Signal man, navigator

- 9.1.2. Protective goggles
Every person shall use certified protective goggles for the whole time that they are at the construction site or at the plant. Standard dioptric glasses are not regarded as protective goggles.
- 9.1.3. Workwear and safety clothing
Every person shall solely wear protective clothing which is certified and fit for the activities carried out by them considering the assumed risks. It is forbidden to wear shorts or otherwise adjusted clothing or PPE.
- 9.1.4. Reflective vest/clothing
For the whole time spent at the construction site /workplace, every person shall wear Class 2 reflective vests or upper-body high-visibility clothing. During binding operations, binders and signalmen shall be clearly distinguished from other workers.
- 9.1.5. Safety gloves
Every person shall wear safety gloves for the whole time that they are at the construction site or at the plant. The safety gloves shall be suitable for the nature of activities carried out by the person.
- 9.1.6. Safety boots

For the whole time spent at the construction site, every person shall wear steel-toe safety footwear with anti-perforation and anti-slip sole.

9.2. Every other protective equipment shall be provided and used based on assessment of risks and threats resulting from the work activities and the working environment.

10. OHS and FP Documentation and minimum requirements for high-risk work

10.1. OHS and FP Documentation

Before starting the works, the Supplier shall submit at least the following OHS and FP documentation in the required scope:

- technological procedure for the performed works /safe work procedures (unless prepared by the Customer),
- risk assessment, preventive measures and first-aid measures, and measures for firefighting, rescue and evacuation of persons at work,
- valid proofs of OHS and FP communication,
- valid proofs of professional skills,
- affidavit of medical fitness of employees,
- valid proofs of professional inspections, reviews, tests and controls of used machinery, dedicated technical equipment, technical equipment, work equipment and vehicles, tools, instruments, etc.,
- operating documentation, operating rules, assembly instructions, manuals for machinery, devices, and other work equipment.

10.2. Daily work assignment / Start Card

At the construction site, the Supplier shall be responsible for assignment of work tasks and identification of potential hazards and threats and assessment of risks resulting from daily performance of the activities and before every change or introducing a new work activity. Before starting works, the Supplier and the person involved by the Supplier in performing activities for the Customer shall be properly informed of activities carried out by their employees, including briefing also other Suppliers about safe work procedures and potential threats resulting from the work activities and shall keep written records of their provable notification in form of Start Cards.

The Supplier shall have the Start Card prepared for every activity being a part of the performance of the Contract for the Customer. The Start Card shall always be completed (filled-in) before starting the Supplier's activities. In case of repeated performance, the Supplier shall at least once a day update the Start Card considering potential threats resulting from the performance or in relation thereto. The Supplier shall keep and archive the Start Cards at the construction site for the whole time of performance and, upon request, shall submit the Start Cards to the site manager or other person appointed by the Customer.

Before starting the works, the Supplier shall obtain the Start Card form from the site manager or other person appointed by the Customer. The Supplier shall be responsible for completion of the Start Card and shall ensure that the data state in the Card is up to date in the scope including the Supplier's employees and persons involved by the Supplier in the performance for the Customer, or in the scope including the Supplier alone if the performance for the Customer is provided without the Supplier's own employees. The Customer's officer shall be authorized to check correctness of data stated in the Start Card filled in by the Supplier.

10.3. Licence for high-risk works

The Supplier shall issue permit for high-risk works to the Supplier's employees and to persons involved by the Supplier in performance for the Customer and shall ensure that the works are not carried out without the permit.

Before starting the works, the Supplier shall obtain the template of the permit for high-risk works from the site manager or other person appointed by the Customer.

The permit to carry out the work can only be issued by a competent person with adequate knowledge of the work to be done. Where necessary, the person shall adopt measures (refuse to issue the permit or cancel it). Before issuing the permit, the site manager or other person appointed by the Customer shall make sure that all necessary measures have been adopted. Works cannot be started before inspection of the working conditions and the equipment or the system to be used (proper completion of the work permit) and before the persons assigned to the work are instructed properly (e.g., the Start Card).

The Supplier shall notify beforehand the site manager or other person appointed by the Customer of the name of the person authorized to issue the permit for the Supplier's employees and/or persons involved by the Supplier in the performance for the Customer.

10.3.1. High-risk works which require a special permit.

Fire-risk activities	<ul style="list-style-type: none"> • Works subject to risk of fire or explosion and activities or places with potential risk of fire or explosion (such as welding, open-fire activities, etc.)
Lifting operations	<ul style="list-style-type: none"> • All lifting operations using lifting equipment or other devices designated by the manufacturer for such purposes (mobile cranes and two-way excavators - railways).

During performance of these works, the level of measures adopted to ensure occupational health and safety shall be regularly checked at each of the Supplier's workplaces. The inspections shall be carried out by the Supplier's managers or by persons which are authorised to immediately stop the works if an incompliance is detected and can seek redress.

10.4. Loading, unloading and delivery of materials

High-risk works include all activities related to delivery of materials, loading, or unloading of which needs to be done using a lifting equipment. The Supplier/seller or carrier delivering materials to the Customer's construction site/workplace shall comply with the contractual terms and conditions specified in Annex No. 1.

10.5. Hazardous chemical substances and mixtures

The Supplier shall inform the Supplier's employees of the safety data sheet (*karta bezpečnostných údajov - KBÚ*) details and of written occupational health and safety and environmental protection rules with respect to working with hazardous chemical substances and mixtures (hereinafter the "Written Rules"). The safety data sheet or the Written Rules shall be made available to the employee for the whole time of working with hazardous chemical substances and mixtures.

Upon request, the Supplier shall submit to the site manager or other person appointed by the Customer a complete list of used hazardous chemical substances and mixtures, including the safety data sheets (Security Aspects Letter) or the Written Rules.

11. First aid

11.1. The Supplier shall appoint an adequate number of trained persons being able to provide first aid when necessary. The number of such persons depends on the number of persons at the construction site and the risk level of the works carried out.

11.2. The Supplier shall ensure an adequate number of first-aid kits is available at the construction site (unless ensured by the Customer). Each of the Supplier's workplaces shall have available a first-aid kit within the 100 m distance (at least the approved car first-aid kit).

11.3. The Supplier shall have in place an Emergency and Evacuation Plan for emergency situations (such as work in confined spaces, work at heights) at the construction site and the Plan shall be approved by the Customer's manager, unless prepared by the Customer.

12. Incident reporting

12.1. Incidents shall mean:

- Near Miss – an adverse event putting at risk the employees' safety or health, however thanks to favourable circumstances there was no harm to the employees' health,
- Injury – an accident at work when the employee, after being provided with first aid or medical treatment, continues working,
- Accident at work resulting in inability to work – means an occupational injury occurred during work activities (employee injured upon performance of his/her job responsibilities or in direct connection thereto), in the result whereof the employee is unable to continue working and it is necessary that the employee is provided with medical treatment for certain time (including injuries with hospitalization)
- Fatal injury
- Potentially serious incident – any serious incident, which resulted or could have resulted in an injury, and which could have resulted in a fatal injury if it occurred at a different place or at a different timing.

Incidents related to damage to property are divided by type and the scope of consequences as:

- Loss-causing event – an accident resulting solely in damage to property,
- Disaster – fire, explosion, leakage of hazardous substances, power outages, another adverse event with serious threat to human life or health, property, or environment.

12.2. Any type of incident mentioned in this Article shall be immediately reported by the Supplier to the Customer's officer.

12.3. The Supplier shall ensure that after a fatal injury, a serious injury or an emergency situation, the place of the incident is kept untouched until the event is documented.

12.4. The Supplier shall ensure that all incidents resulting in an injury shall be recorded in the Register of Injuries.

12.5. All incidents, which under the applicable legal regulations are subject to the obligation of being reported to authorities, shall also be reported to the Customer's officer present in the vicinity of the incident. The Supplier shall report the incident to competent authorities. A copy of the Supplier's official report for the authorities shall be submitted by the Supplier to the Customer's site manager and without an undue delay also to the Customer's safety officer.

13. Non-compliance

13.1. Non-compliance shall mean the Supplier's conduct in breach of the existing laws (including implementing regulations thereto) governing legal and other regulations on general prevention principles and fundamental terms to ensure occupational health and safety and elimination of risks and factors underlying occurrence of occupational injuries, occupational diseases, and other harm to health at work. Non-compliance shall mean any Supplier's conduct contradicting these Contractual Terms and/or the Customer's standards (Skanska Standards), requirements of the construction, etc., being an integral part of the Contract (hereinafter the "**Non-Compliance**"). Every Supplier's employee or any party involved by the Supplier in performance for the Customer (or such party's employee) shall be held responsible for their conduct at the workplace.

13.2. The Supplier shall ensure that every non-compliance with regulations and other rules governing occupational health and safety and fire protection issues is recorded in the OHS and FP File or in the site diary or in other provable manner.

13.3. In case of non-compliance by the Supplier's employee or by a party involved by the Supplier in performance for the Customer (or an employee of such party), the Supplier shall immediately provide redress. Otherwise, the Customer shall have the right to request that the Supplier banishes the non-complying employee from the construction site. In such case, the Supplier shall ensure that the employee immediately leaves the construction site.

13.4. Non-compliance with these Customer's Contractual Terms is regarded as a breach by the Supplier of the terms and conditions of the Contract.

13.5. In case of non-compliance, a person appointed by the Customer is authorized to issue a written notification for the non-complying person. Details of the non-compliance under the preceding sentence can be communicated by the Customer's appointee in writing directly to the Supplier. Written notification discussed in this paragraph is neither the Customer's obligation nor a precondition for imposing a contractual penalty.

The Supplier shall, at the same time, ensure that the non-complying person that has been appointed by the Customer, attends, at the Supplier's presence, an extraordinary briefing on regulations governing OHS and FP issues. The employee concerned (the non-complying person) is not allowed to carry out performance for the Customer and/or to be present at the workplace until attending the extraordinary briefing.

13.6. If any of the Supplier's employees or a person involved by the Supplier in performance for the Customer commits any of the following (hereinafter the "**Gross Non-Compliance**"), the Supplier shall immediately banish such person from the workplace/construction site. If the Supplier fails to do so, then the Supplier shall immediately banish the person upon the Customer's request. At the same time, the Customer shall have the right not to allow the person committing the Gross Non-Compliance to enter the construction site or the workplace. The content of the request, including detailed description of the Gross Non-Compliance and identification of the person who committed the Gross Non-Compliance shall be recorded by the Customer in the OHS and FP File, in the site diary or otherwise in writing.

Gross non-compliance shall mean:

- Entering the workplace under the influence of alcohol or other addictive substances or using alcohol or other addictive substances at the workplace,
- unauthorized access to restricted areas,
- unauthorized attendance of machines/gadgets/technical equipment,
- technical equipment without valid proofs of inspections, reviews, tests and controls and equipment in poor technical condition,
- deliberate damaging or removing protective and safety equipment, such as safety barriers, symbols, signs, etc.,
- exposing himself or people in close vicinity to risk of death,
- performing high-risk works without written permit,
- bullying, threats and aggressive behaviour,
- sexual harassment or racial hatred,
- theft.

In case of gross non-compliance, the breaching person shall be immediately banished from the workplace and an agreed contractual penalty can be imposed.

The Customer's right to impose a contractual penalty under these Contractual Terms is not preconditioned by sending a written notification to the person concerned and/or to the Supplier or, if a written notification has been issued, the right to impose a penalty is not preconditioned by the person's or the Supplier's signing and accepting the notification. Photo documentation, testimony of a witness, or other record (e.g., a record of a positive breath test detecting alcohol or other addictive substance, etc.) shall be regarded as sufficient for imposing a penalty.

VI. Enforcement of compliance

1. If the Supplier is in breach of the applicable regulations, the Customer shall have the right to charge a contractual penalty. The amounts of contractual penalties to be charged by the Customer for specific types of non-compliance by the Supplier have been agreed as follows:
 - a) failure to use personal protective equipment (e.g., a safety helmet, safety warning vest, safety footwear - S3 category, protective goggles, safety gloves, etc.): EUR 100 for every detected non-compliance and every non-used personal protective equipment,
 - b) failure to use personal fall protection equipment: EUR 850 for every detected non-compliance,
 - c) carrying out activities without required professional competence or medical fitness certificate: EUR 450 for every detected non-compliance,
 - d) damaging, deactivation, unauthorized intervention, or a failure to install protective and security equipment (such as fencing, barriers, collective protection equipment, etc.): EUR 850 for every detected non-compliance,
 - e) burning of waste, other pollution of the environment, pollution or causing damage at the construction site area: EUR 450 for every detected non-compliance,
 - f) depositing or leaving waste at a place other than the place designated as waste disposal site: EUR 450 for every detected non-compliance,
 - g) breach of the ban on smoking at non-smoking areas: EUR 150 for every detected non-compliance,
 - h) keeping alcohol at the construction site, a positive breath test or refusing to undergo a breath test or a test for detection of other addictive substance: EUR 1,000 for every detected non-compliance,
 - i) any other non-compliance in occupational health and safety, fire protection or environmental protection as defined in legal or other regulations or agreed in the Contract and in these Contractual Terms: EUR 200,
 - j) a failure to observe the approved technological procedure: EUR 2,000,
 - k) reassignment of an employee to work after a written banishment from the workplace: EUR 1,000 for every person employed by and working for the Supplier,
 - l) carrying out activities using dedicated technical equipment (DTE) without a valid examination and test: EUR 850,
 - m) waste disposal without having a relevant proper waste disposal certificate in accordance with the Act on Waste, as amended: EUR 2,000,
 - n) delivery of waste to an entity not authorized to dispose of waste under the Act on Waste: EUR 100 for every detected non-compliance,
 - o) a failure to secure vehicles, machines and gadgets being put out of action from potential leakage of service fluids by catch tanks: EUR 200 for every detected non-compliance,
 - p) a failure to ensure emergency preparedness (emergency kit) for activities subject to risk of leakage of hazardous substances and mixtures, and subsequent soil or water contamination: EUR 500.

2. The contractual penalty shall be without prejudice to the Skanska SK a.s.'s right to claim damages if the loss incurred owing to the Supplier's failure to perform the obligations to which the penalty refers exceeds the contractual penalty.

VII. The Supplier's obligation to provably communicate these Contractual Terms to other parties

1. The Supplier shall provably communicate these Contractual Terms to all persons involved as subcontractors to the performance at the workplace/construction site of Skanska SK a.s. and shall bind them in writing to comply with the Contractual Terms at least to the same extent as the Supplier is bound vis-à-vis the Customer. That shall be without prejudice to the Supplier's responsibility for compliance with these Contractual Terms.

In _____, date
For the Client:

In _____, date
For the Contractor:

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VIII. Annexes

Annex No. 1 – Contractual terms for delivery of materials

This applies to delivery of materials, the loading or unloading of which requires binding, use of a trolley (manual or mechanical) or a lifting equipment (e.g., crane). This also applies to all other deliveries where the above requirement cannot be clearly determines.

This includes, for example: delivery of prefabricated components, steel components and structures, beams, pipeline, machines and mechanical devices, equipment, containers, tanks containing fuel or chemical substances, heavy packages or pallets, pre-assembled pipeline units, etc.

The Supplier/seller shall ensure identification of all risks before delivery of materials, defining of proper measures and procedures for safe loading and unloading, and communication thereof to the driver delivering the materials and persons receiving the delivered goods at the place of delivery.

Unless agreed otherwise beforehand, the Supplier/seller shall prepare a written Materials Delivery Plan, which shall define detailed measures and procedures for safe loading and unloading, including detailed requirements for cooperation of all parties involved, i.e.: the Supplier, the Carrier and the Customer.

The Materials Delivery Plan shall clearly define the scope of responsibility for safety of all parties involved.

If the Supplier/carrier delegates full responsibility for delivery of materials to other contractual carrier, the Supplier shall bind such other contractual carrier in writing to comply with these Contractual Terms.

General terms and conditions

- Every delivery shall be properly planned and agreed between the Supplier/seller, the Carrier and the Customer.
- The Supplier/seller shall ensure that materials are delivered safely, in good condition, the materials shall be secured against displacement and prepared for safe unloading.
- The Supplier/seller shall ensure that carrier's employees unloading the materials are provided with all information necessary for safe delivery, unloading and loading the materials.
- The Customer's employees receiving the delivered materials shall be either informed by the Supplier about safe unloading procedures and other special requirements (if any) which shall be met, or they shall be provided with the Materials Delivery Plan prepared by the Supplier.

Transportation planning

The Supplier/seller shall ensure that:

- the vehicle to be used for transportation of the shipment is suitable for the type of load and proper for the planned course and condition of the road to be used for the transportation.
- the vehicles are loaded in a manner allowing for safe unloading at the place of unloading by persons other than those being present at the loading.
- the load is firmly fixed and secured against displacement and sliding inside the vehicle. Additionally, the safety equipment such as: straps, chains, or side posts (for transportation of steel, pipes, or other long products) are sufficient to carry the weight of the load.
- depending on the type of load, each prefabricated component is fixed separately and then the components are secured all together.
- the packing, pallets, straps, chains, stands, ladders, and frames are of good quality to ensure safe transportation and unloading.
- vehicles for the transportation are equipped properly for reverse run and reverse driving, such as signal buzzer.

Responsibility for delivery

- The responsibility for safe transportation of materials lies with the Supplier/seller, unless agreed otherwise when placing the order.
- All instructions for safe delivery shall be given by the Supplier/seller to the driver who is to transport the materials and who shall report the arrival of the vehicle to the workplace in an agreed manner and shall confirm that the shipment is ready for unloading.
- The responsibility for delivered materials passes on the Customer after written handover/takeover procedures and after receiving information and instructions for safe unloading defined by the Supplier/seller.
- If unloading is a part of the ordered delivery, then responsibility for safe delivery of materials passes on the Customer after full unloading.
- The Carrier's driver is only allowed to enter the Customer's site after the Customer's appointed officer is aware of and approves such entry.
- Specific responsibility for unloading shall always be agreed in advance or described in the Materials Delivery Plan.

Both parties, the Supplier/seller and the Customer, shall keep one another informed of any material changes which could mean new risks so that the parties could make timely revision of the defined procedures for safe lifting, loading and unloading.

Annex No. 2 – Instructions with respect to occurrence of dangerous contagious human diseases in a worker at the construction site

1. In case that occurrence of a contagious disease is confirmed or if positive testing is suspected before infection is confirmed in a person present at the Customer's construction site a (hereinafter such person is referred to as the "Infected Person") the Supplier shall as soon as possible:
 - a) notify the Customer's competent officer at the construction site (the site manager / the chief site manager / the project manager etc.),
 - b) provide the Customer's competent officer with details as to who is the person, at which parts of the Customer's construction site he/she has been present, when exactly he/she was present at the Customer's construction site, persons he/she was in touch with and any other essential information,
 - c) ensure that the Supplier's other employees at the construction site who continue in carrying out the construction works, do not get in touch with the Infected Person during the last 14 days which could put others at risk,
 - d) cooperate with the Customer in carrying out the instructions given by health officers,
 - e) ensure compliance with the personal data protection obligations under Art. XVI of the General Contractual Terms for subcontractors of Skanska Group.
2. If, owing to occurrence of a contagious disease, it is necessary to (fully or partly) discontinue the works at the construction site, then the Supplier shall take at least the following steps:

Necessity to discontinue the building works	Measures
	Immediately notify the competent officer of Skanska (the Customer)
	Ensure adoption of proper safety measures in accordance with occupational health and safety rules and procedures. Ensure that the results of already done work is protected from damage or deterioration.
	Prepare list of works which either for OHS reasons or for technological reasons and considering potential losses must continue (fully or until the end of certain phase).
	If necessary, ensure capacities necessary to carry out the protective works or technically unavoidable works.
	Make an entry in the site diary about the extraordinary emergency event preventing proper completion of the works.
	Instruct workers which are unable to work further of the necessity to take all their own tools, equipment and private things from the places which were used by them and to disinfect the place of their work and the construction site (if possible).
	Make physical count of all Supplier's materials at the construction site and securement of the materials, if possible or if economically justifiable (provided that whole construction works are discontinued), ensure storage of the materials elsewhere.
	Determine a potential date of renewal of works in cooperation with the Customer's officer and continue the works from the scheduled date.
	Gather relevant supporting documents to justify and prove necessity of the delay at work.

3. If occurrence of contagious disease is confirmed or suspected in any of the Supplier's employees at the construction site, then it is recommended that the Supplier adopts at least the following measures:

Confirmed (or suspected) positive testing	Measures
	Notify the competent officers of other known suppliers or other entities, their staff (employees/representatives) who could have been exposed to contacts with the Infected Person.
	Inform by phone the competent regional public health authority.
	Obtain instructions from health officers regarding further measures.
	Carry out instructions given by health officers and stay in touch with them.
	Immediately prepare a list of all employees (name, surname, phone contact), who worked or were present at the place at the same time as the Infected Person. The list can be adjusted as required by competent public authorities. Submit the list to competent authorities.
	After occurrence of infection is confirmed by competent authorities, notify officers appointed based on instructions given by public authorities of the necessity to leave the workplace and either leave the workplace for the place of their residence or inform the persons of any further instructions given by competent authorities.
	Disinfect all places subject to high risk of infection (construction site container units, sanitary facilities, washrooms, etc.) as instructed by competent authorities.