

# **Obligatory Conditions for the Carrying Out of Activities by External Persons on the Premises of Wera Werk s.r.o. With Regards to Occupational Health and Safety, Fire Protection and Environmental Protection (hereinafter “Obligatory Conditions”)**

## **1. Introductory provision and definition of terms**

These Obligatory Conditions shall apply to all our orders and contracts, and to our future orders and contracts with our business partners (suppliers, contractors, forwarders and to the sub-contractors of our contractual partners) even at such time when they have not been expressly renegotiated and/or changes thereto have not been notified to our contractual partners.

These **Obligatory Conditions** shall apply to the performance of all the activities and work of our contractual partners within the production area at Wera Werk s.r.o., whether indoors or outdoors (whether rented or have in use), whereby the contractual partner, its employees, subcontractors or other persons carrying out activities on behalf of our contractual partner within our production area shall be, for the purposes of these Obligatory Conditions, referred to as an “**External Person**”.

The aim of these Obligatory Conditions is to secure and coordinate the performance of activities and measures in the area of occupational health and safety (hereinafter “**OHS**”), fire protection (hereinafter “**FP**”) and environmental protection (hereinafter “**EP**”), in particular the proper handling and treatment of waste and hazardous chemicals, and further, to provide information on the management systems implemented at Wera Werk s.r.o.

For the purposes of these Obligatory Conditions, **our representative** shall be regarded as the head of section, foreman, worksite manager, our safety and fire officer, the building administrator or our service contractor.

## **2. General obligations and responsibilities of EPs in the area of OHS, FP and EP**

Any sort of work or activity carried out by an External Person may only be commenced following their (i.e. all the employees of the External Person) demonstrable training with regards to OHS, FP and EP, which shall be achieved by familiarising them with these Obligatory Conditions, with the risks associated with the site where the External Persons are to carry out their activity, and by the mutual transfer of risks between ourselves and the External Person. Where more than one External Person is active at one worksite, all External Persons are obliged to mutually inform one another in writing regarding the risks and measures adopted to counter risks, and to jointly work together when ensuring OHS, FP and EP at the worksite. In such case, the central co-ordination and adoption of OHS, FP and EP measures shall be achieved through our designated representative, whereby all participating External Persons shall timely inform the representative of the required changes.

External Persons are obliged to follow all binding legal regulations and standards in relation to OHS, FP and EP, safety and traffic signs, and to the instructions of our representatives

## **3. OHS**

External Persons are responsible for their employees and other persons who carry out work in the External Person’s name or on their behalf, in particular they are responsible for ensuring such persons have a valid permit to reside in the Czech Republic, that they meet the professional and medical requirements set out under the applicable legislation, and have all the necessary qualifications. At our request, the External Person shall substantiate these facts by presenting the relevant documentation.

During their activities, External Persons must use the personal protective equipment, work clothes (the minimum requirement for working in our production hall is long trousers) and working boots, as set out under the applicable legislation.

External Persons are authorised to carry out only those activities which they have been contracted to perform at the worksite. If they are about to carry out an activity which may place us or our employees at risk, the External Person shall inform in writing our representative about such risk.

External Persons may only move around those areas of the worksite defined in the contract, or which are designated by our representative prior to the commencement of activities to implement the contract, and the access routes designated by us to reach such areas. During their activities, External Persons must follow OHS instructions, i.e. in particular the operating regulations, the safety regulations, service instructions and manuals, technical procedures, fire alarm regulations, etc. When moving around our production area, External Persons are obliged to follow the safety instructions that apply to visitors.

External Persons are responsible for ensuring first aid for its employees and subcontractors. Training includes familiarising External Persons with the locations of first aid boxes and where the first aid plan for the relevant worksite is displayed. Where work is performed by the External Person outside of our buildings, the External Person shall be responsible for ensuring that a first aid box is located at that site.

Every injury to an External Person must be notified to our representative without unnecessary delay. Should it be necessary to draw up an occupational injury report, the External Person must invite our representative to be present during such process.

#### **4. External Persons' use of technical equipment**

Should an External Person use their own or hired technical equipment and tools, they shall bear complete responsibility for the function of such equipment or tools, in particular their safety and the operation of such equipment. At our request, the External Person shall submit to us the accompanying and operating documentation for such equipment and tools, and shall demonstrate that such equipment and tools have duly passed their relevant inspections.

#### **5. Fire protection**

During a fire or other emergency which requires a rapid evacuation of the site, the External Person shall follow the fire alarm regulations for the building, the instructions of the contact person, or the instructions of the response team commander.

Should the External Person carry out an activity with an increased fire hazard, they shall submit an "Order of Work With an Increased Fire Hazard" before commencing such activity, to which our safety and fire officer shall respond with an expert opinion. Once the recommendations contained therein have been fulfilled, then such work with an increased fire hazard may be commenced. Where welding is involved, the External Person shall always present to us in advance the relevant authorisation for such activity.

#### **6. Chemical substances and mixtures**

External Persons are not authorised to bring or introduce into our buildings or onto our premises any hazardous chemicals, mixtures or chemical products. If the use of hazardous chemicals or products is essential for carrying out the agreed work, the External Person shall provide us with a list of them, and at our request their material safety data sheets, and their use must always be agreed in advance with our representative.

External Persons bringing or introducing hazardous chemicals and chemical products into the worksite that are not consumed by the end of that working day shall be removed from the site by the External Person at the end of the working day, or stored at a place designated for such purpose until they are fully consumed.

#### **7. Waste disposal**

Empty uncleaned packaging from hazardous chemicals, mixtures or chemical products is not allowed to be stored in our buildings or on our premises; the External Person shall remove such packaging on the same day it becomes empty. It is prohibited to pour away any remaining chemicals, mixtures or chemical products, or waste water contaminated by such hazardous substances, into the drains, sinks or sewerage.

An External Person whose activities generate waste is the originator of such waste, and is liable to pay for its disposal in accordance with the applicable waste disposal legislation.

#### **8. Final provision**

External Persons shall respect our commitments to protecting the environment, OHS and FP.

If, as a result of their activities or through a breach of the applicable legislation, an External Person causes us damage (e.g. material damage, fines imposed by state authorities), they shall be responsible for compensating us for such damage.

External Persons shall respect the inspection activities of our representative and other persons authorized by us (this also applies to the security staff). Should there be discovered a breach of the generally applicable legislations or the provision of these Obligatory Conditions, we are authorised to suspend the activities of External Person until the time when such breach is eliminated.

If any of the provision of these Obligatory Conditions are or become invalid, unenforceable, specious or ineffective, this fact shall have no effect on the validity, enforceability or effectiveness of the other provision in the contract or these Obligatory Conditions. In such case, the contractual parties are obliged to make every effort to conclude an amendment to the contract according to which the respective invalid, unenforceable or ineffective provision are replaced with new provision which best corresponds to the originally intended economic purposes.

**Wera Werk s.r.o.**

**Nádražní 1403**

**CZ-593 01 Bystřice nad Pernštejnem**

**ID no.: 60751983; Tax ID no.: CZ60751983**

**Commercial Register: Brno Regional Court, Section C, entry 19332**