



Annex No __
to Agreement No _____

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

The Subcontractor shall organize and perform works implemented as a part of the subject matter of the AGREEMENT in a manner which ensures safe and hygienic work conditions, including by: providing the equipment and materials necessary for safe performance of the entrusted tasks (machinery and equipment, scaffolding, collective protective equipment, personal protective equipment, etc.).

The obligations specified for the Subcontractor concern all individuals hired by the Subcontractor to implement the AGREEMENT: subcontractors, further subcontractors, individuals performing work for the Subcontractor pursuant to a contract of employment or a civil law agreement, hereinafter referred to as employees. Appointment of an H&S Coordinator at the construction site shall not release the Subcontractor from legal responsibility for the work safety conditions of the hired employees.

1. The Subcontractor shall cooperate with the Contractor within the scope of occupational health and safety in the process of construction preparation and execution. In particular, it shall:

- 1.1.** Acquaint itself and its employees with the construction site H&S Coordinator, the BIOZ (Safety and Health Protection) plan, have a written confirmation of the employees being acquainted with the same and follow the requirements and guidelines included therein.
- 1.2.** Conduct the occupational risk assessment of implementation of the subject matter of the AGREEMENT, have in place an H&S Instruction, present the required Method Statement to the Contractor, according to the guidelines included in BIOZ, taking into account the comments and recommendations submitted by the Contractor.
- 1.3.** Ensure continuous supervision over employees and conducted works by an individual who has qualifications required by the provisions of the labor law and industry provisions as well as knowledge and skills necessary for safe organization and performance of works. Should it be necessary to temporarily leave the site, the individual responsible for supervision over the works and the employees is obliged to appoint a substitute for the period of their absence. This individual must also have the required authorizations and trainings.
- 1.4.** Only hire — for the purpose of implementation of the subject matter of the AGREEMENT — individuals who have appropriate professional qualifications required by the provisions, up-to-date medical examinations and trainings within the scope of H&S and fire safety provisions.
- 1.5.** Ensure, during the works, continuous presence of individuals appointed to administer paramedical first aid and to fight fires and evacuate employees, as well as ensure the means necessary to act within this scope unless BIOZ states otherwise.
- 1.6.** Ensure that the employees are prepared for work according to legal requirements, as confirmed by adequate, up-to-date documents:

- a) medical certificates stating absence of contraindications for performance of the entrusted works or to occupy a given position, issued by an occupational physician and referrals for medical examinations, referrals for medical examinations
- b) documents confirming validity of employee trainings within the scope of H&S and fire safety provisions, including H&S informational training organized at the construction site before commencement of works, on-the-job trainings and, for blue-collar employees, periodical training conducted at least once a year,
- c) certificates and documents confirming additional qualifications necessary to perform the entrusted works, operate equipment or machinery and vehicles,
- d) occupational risk assessment sheets together with declarations confirming that the employees have been acquainted with hazards following from the occupational risk assessment, occurring at specific workstations,
- e) confirmations that an employee has been acquainted with the Operation and Maintenance Manual of the machinery and other technical equipment or with their user manual,
- f) confirmations of periodical safety inspections of electrical equipment,
- g) lists of individuals appointed and trained within the scope of administering premedical first aid,
- h) lists of machinery, equipment and electrical tools used at the construction site.

The Subcontractor is obliged to keep these documents at the construction site and to demonstrate them at the Contractor's request.

- 1.7.** Ensure the machinery, devices and equipment necessary to perform works, compliant with safety provisions and standards. The Subcontractor shall make available, at the Contractor's request, documentation confirming efficiency and secure operation of devices, machinery and installations used in connection with implementation of the subject matter of the AGREEMENT.
- 1.8.** Immediately notify the Contractor of incidents, accidents, near miss incidents as well as hazards to health and life occurring at the construction site or in connection with the construction. Verbal notifications should be confirmed in writing not later than within 24 hours after the incident.
- 1.9.** Ensure that the post-accident procedure is followed in the case of accidents involving employees and enable presence of the Contractor's representative during the post-accident procedure as well as make post-accident documentation available to the Contractor.
- 1.10.** Ensure hygienic, sanitary and social premises and facilities as well as cleaning products for the employees and individuals performing work for the Subcontractor according to the requirements of the provisions, as well as ensure that these premises are kept in a safe and hygienic condition.
- 1.11.** Provide work and protective clothing, work footwear and necessary personal protective equipment specified based on the occupational risk assessment conducted according to the obligation specified in item 1.2

Irrespective of specific requirements the Subcontractor shall, in each case, equip the employees with basic personal protective equipment, including: a hard hat with a genial strap (a 3- or 4-point strap is recommended), safety goggles which meet the requirements of optical class 1, protective gloves which meet the requirements of at least the 2nd category of protection, protective footwear which meets the requirements specified for category S3, work clothing, a warning vest or protective clothing which meets the requirements of at least the 2nd category of visibility.

- 1.12. Ensure order at workstations and in their vicinity, as well as safe condition of devices, equipment and collective protective equipment used in connection with implementation of the subject matter of the Agreement.
- 1.13. Enforce compliance with occupational health and safety provisions and rules among the employees, including provisions and rules included in the BIOZ plan, H&S instructions and the Method Statement, prepared in connection with implementation of the AGREEMENT.
- 1.14. Participate in meetings and inspections organized by the Contractor, concerning occupational health and safety and works coordination.
- 1.15. Implement recommendations from conducted H&S and fire safety inspections in a timely manner.
- 1.16. Submit information covered by the reporting obligation in a timely manner, according to the requirements specified in the BIOZ plan.

2. The Subcontractor shall be authorized to:

- 2.1. View the BIOZ (Safety and Health Protection) plan upon its request.
- 2.2. Submit comments and conclusions as well as coordinate works within the scope of occupational health and safety.
- 2.3. Withhold works in the case of determining hazards to health and life by immediately informing the Contractor about this fact.

3. The Contractor shall be authorized to:

- 3.1. Inspect workstations and hygienic and sanitary premises organized by the Subcontractor as a part of implementation of the subject matter of the AGREEMENT at the construction site.
- 3.2. Issue recommendations concerning removal of defects and irregularities within the scope of occupational health and safety and control their fulfillment. Demand temporary or permanent removal from the construction site of the Subcontractor's employees who grossly violate their responsibilities within the scope of occupational health and safety.
- 3.3. Issue instructions concerning execution of tasks which ensure compliance with occupational health and safety provisions and rules in connection with coordination of construction works.
- 3.4. Withhold works in the case of determining hazards to health and life. In such a situation, the Contractor shall not be liable for resulting losses or costs incurred by the Subcontractor. Moreover, the listed losses or costs shall not constitute the basis for justification of possible delays.
- 3.5. Equip employees and individuals performing work for the Subcontractor with work clothing and footwear as well as personal protective equipment if the Subcontractor fails to fulfill this obligation. Documented costs of the submitted work clothing and footwear shall be borne respectively by the Subcontractor.
- 3.6. In the case of disorder at the Subcontractor's workstations, whose condition may, in the Contractor's opinion, give rise to direct hazards to health or life, the Contractor reserves the right to perform cleaning works at the Subcontractor's expense.
- 3.7. Impose contractual penalties on the Subcontractor in the case of:

- a) absence of equipment or employees and individuals performing work for the Subcontractor not using personal protective equipment as well as work clothing and footwear, in the amount of PLN 100 per detected incident;
 - b) disorder at workstations organized by the Subcontractor as a part of implementation of the subject matter of the AGREEMENT and in their vicinity, in the amount of PLN 500 per detected incident;
 - c) violation of safety provisions and rules, including those specified in BIOZ, the Method Statement or the H&S Instruction, in the amount of PLN 500 per detected incident;
 - d) presence of employees under the influence of alcohol, drugs or other intoxicants at the construction site, in the amount of PLN 1,000 payable to the Contractor per each detected incident as well as permanent removal of such employees from work at the construction site;
 - e) permitting works to be performed without the required supervision of the manager, in the amount of PLN 1,000 per detected incident;
 - f) permitting works which require additional qualifications to be performed by an individual without adequate qualifications confirmed by documents, in the amount of PLN 1,000 per detected incident.
- 3.8.** If the irregularities referred to in item 3.7 are detected during the following inspection, the penalty for each detected incident shall be determined by increasing the penalty imposed previously for the same violation by 50%.

The Contractor reserves the right to specify additional requirements concerning occupational safety and health protection in situations when specific hazards are anticipated which require additional separate preventive measures. The requirements concerning their observance shall only be effective if the Contractor submits them to the Subcontractor in writing not later than 5 days before commencement of such works or probability of occurrence of such hazards.

The Contractor

The Subcontractor