

United Energy, a.s. Teplárenská 2 434 03 Most - Komořany	Directive No. SM-UE-1805	Issued on: 1/ 8/ 2018
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In order to ensure occupational health and safety, fire protection, environmental protection and protection of the Company's property, and taking into account that the contractual partners of the Company as the Customer carry out their activities on land, premises, leased premises, technologies and equipment owned or otherwise managed by the Company

I herewith issue the

Rules of Conduct for Contractors

Article I.

I.A INTRODUCTORY PROVISIONS

I.A.1 These Rules of Conduct for Contractors in the Company (hereinafter referred to as the "Rules") shall be binding in the performance of activities where the Company acts as the orderer of such activities in the relevant contract (hereinafter referred to as the "Customer"). The rules set out the conditions for the activities of contractors who are present at the Customer's workplace, work on the Customer's property or may affect the Customer's property with the Customer's knowledge. The rules apply accordingly to legal or natural persons who are in a lease relationship with the Company (premises, company facilities). In doing so, derogatory provisions in the Contract for the activity (or lease) shall prevail over the provisions of these Rules, provided that such provisions are express and specify which provisions of the Rules (specified numerically or verbally) are different.

I.A.2 Professional works and activities that are not registered in the Contractor's commercial register or trade licence shall be carried out by a subcontractor with the appropriate professional competence. The Contractor shall submit the documents of the subcontractor's professional competence, officially certified, to the Customer before the commencement of work. In the event that it is necessary to change a subcontractor through which the Contractor has demonstrated part of the qualification in the procurement procedure, the Contractor is obliged to replace such subcontractor only with an entity that also meets the demonstrated part of the qualification.

I.A.3 Before commencing work, the Contractor shall demonstrably acquaint his employees with these Rules. If the Contractor, in the performance of its contractual obligations, assigns a subcontractor to perform work activities, then the Contractor shall be responsible for compliance with these Rules as if it were performing the work activities itself.

I.A.4 The Contractor shall be fully liable to the Customer for any damage caused by breach of the Contractor's obligations within and outside the scope of performance of the agreed activity, as well as for damage caused by its subcontractor, i. e. direct and consequential damage and lost profits, payment of

penalties imposed by state or public administration control bodies. This includes, but is not limited to, damage caused to movable and immovable property by physical, chemical or biological influences.

I.A.5 Compliance with the Rules shall be checked by authorised employees of the Customer (managers, employees responsible for activities on technical installations, supervising employees mentioned in the contractual relationship, employees of the safety and environmental department), who shall present their identification card during the check.

I.A.6 The manager or responsible employee of the inspected workplace of the Contractor (lessee) is obliged to allow the authorized inspecting employee (of the Customer, lessor) access to all premises of the inspected workplace in compliance with the relevant operating regulations, work safety, fire protection and environmental protection regulations, to all documents and records related to the subject of the inspection. All employees at the inspected workplace are required to provide complete and truthful information requested by the inspecting employee.

I.A.7 Failure to comply with the Rules is considered a material breach of contractual obligations and entitles the Customer to withdraw from the Contract with the Contractor or to apply contractual penalties against the Contractor in accordance with the internal regulation Contractual Penalties for Breach of Safety, Hygiene, Fire Safety and Environmental Regulations, which is part of the contractual provisions.

I.B INTERPRETATION OF TERMS, ABBREVIATIONS AND SYMBOLS USED; REFERENCE TO DOCUMENTS AND Legislation

I.B.1 Interpretation of Terms Used

- Customer, Company** - United Energy, a.s.; Severočeská teplárenská, a.s.; United Energy Invest; EVO-Komořany, a.s.; Gabit, s.r.o.
- responsible employee of the Customer** - an employee of the Customer entrusted in the Contract with the management of the implementation and continuous control of the execution of the work, technical supervision, etc., these activities may also be assigned in the Contract to a person other than an employee of the Customer (OZ, TDO)
- Site H&S Coordinator** - a professionally qualified person to coordinate the work of one construction site with several contractors
- Customer's premises** - premises and objects (land, building objects, technical and technological equipment) owned or otherwise managed by the Customer
- Customer's internal regulation** - a binding regulation that specifies in detail the manner of carrying out specific activities in the Customer's company
- Contractor** - a contracting party; a legal or natural person carrying out work for the Customer in accordance with the Contract
- Contractor's Work Supervisor** - an employee of the Contractor who is designated by the Contractor's senior employee to direct the work activities at a particular workplace
- Customer's Technical Supervisor** - an employee of the Customer, in charge of controlling and continuous inspection of work realization
- Subcontractor** - a legal or natural person who, on the basis of a contractual relationship with the Contractor, performs the Contractor's tasks arising from the contract with the Customer on the Customer's premises. Subcontractor (a term under the new Civil Code) is identical in content to the term subcontractor used in the Company's already issued regulations.
- Contractor's responsible representative** - a person designated by the Contractor responsible for managing the Contractor's activities on the Customer's premises
- Contractor's employees** - employees of the Contractor and any subcontractors who perform the Contractor's tasks under the contract with the Customer on the Customer's premises
- contract** - work contract, purchase order between Customer and Contractor, purchase contract, lease contract, framework contract and other types of contractual arrangements

- safety condition** - a condition for the Contractor's activities on the Customer's premises set out to ensure fire protection, occupational safety and environmental protection, set out in writing by the Customer in the commercial contract.
- non-compliance** - failure to meet a safety condition (or other conditions) set out in the Contract or in the Customer's internal regulations
- identification card** - a technical device used to identify the holder when passing through the gatehouse to/from the Customer's premises; also to identify the Contractor's employee
- An entrepreneurial natural person** - a natural person carrying out a business activity according to special legal regulations, e. g. according to the Trade Licensing Act
- fire performance characteristics** - a property of a substance expressed by a measurable value or determined on the basis of measurable values of several sub-properties or a phenomenon describing the behaviour of the substance during or related to the combustion process
- asset (system) management** - the exercise of ownership rights and obligations, in particular the obligation to maintain the asset (facility) in a usable condition and to influence the process of moral and physical wear and tear of the asset (facility) by effective repairs, maintenance, reconstruction and modernisation
- escape route** - a permanently free road or communication space enabling safe evacuation of persons from the building threatened by fire or from its part to the open space, or also usable for access of fire rescue units to the premises attacked by fire
- handed-over workplace** - a workplace handed over by the Customer to the Contractor according to the Act on ensuring other occupational safety and health conditions, regulating other occupational safety and health requirements in employment relationships and on ensuring safety and health in activities or provision of services outside employment relationships, as amended; also handed-over construction site defined in the Construction Act
- work order** - a written document ordering technical and organisational measures to ensure safety at work on or near dedicated and listed systems (electrical, mechanical, gas, pressure, thermal) and to carry out listed activities to prevent fire or explosion with subsequent fire: **orders B** (electrical), **BS** (mechanical), **P** (gas) **and V** (fire/explosion)
- Customer's employees in charge of inspection - Customer'** - Customer's authorised employee (senior employees, employees responsible for activities on technical systems, supervising employees mentioned in the contractual relationship, employees of the safety and environment department, OZ, TDO)

I.B.2 Interpretation of abbreviations used

abbreviation	interpretation
OHS	Health and safety at work
HZS	Fire brigade (general)
JHZSP	Fire brigade unit of the Customer
PPE	Personal protective equipment
OZ	Responsible person of the Customer
PO	Fire Protection
SI	Shift Engineer
ST	Shift Technician
TDO	Technical supervision of the Customer

I.B.3 Linkage to legislation

Relevant legislation is briefly summarised in **Annex 1**, including unlisted downstream and related legislation as amended, including implementing regulations and applicable technical standards in all areas

of health, safety, fire protection, environmental protection and company property. This informative overview is without prejudice to the obligation to always apply the current regulations.

I.B.4 Relationship to internal regulations of the Company (Customer)

I.B.4.1 The rules of conduct of contractors are drawn up in accordance with the applicable internal regulations of the Customer. **Annex 2** contains an informative list of the names of the relevant internal regulations of the Customer on which the Rules for Contractors are based or to which reference is made in the text.

I.B.4.2 It is the responsibility of the responsible employee of the Customer to acquaint the Contractor with the Customer's applicable internal regulations for the contractual activity in question.

I.B.4.3 At the handed over workplace, the Contractor shall inform the Customer and other Contractors about other occupational safety requirements contained in the project or relevant documentation.

I.B.4.4 The rules are without prejudice to the obligation to apply at all times the currently applicable generally binding legal regulations, technical regulations, requirements of the state professional supervision authorities and internal regulations of the Employer concerning the performance of contractual activities or ensuring safety and protection of life and health of persons, fire protection, safety and protection of property and the environment.

Article II

EMPLOYEE TRAINING, REGISTRATION, ENTRY

II.1 REGISTRATION AND TRAINING OF EMPLOYEES

II.1.1 All persons carrying out work or staying at the Customer's workplaces, premises, equipment and land must be trained in occupational health and safety, fire protection and environmental protection regulations before commencing work.

II.1.2 The Contractor's employees must be qualified and medically fit to perform the contract work.

II.1.3 The Contractor shall designate in writing an employee responsible for compliance with occupational safety, fire protection and environmental regulations.

II.1.4 If the Contractor employs foreign nationals, the Contractor shall provide an interpreter for safety training at the Customer. At the Customer's workplaces, the Customer shall ensure the permanent presence of a responsible employee who is proficient in communicating with foreigners in the Czech language.

II.1.5 The Contractor is obliged to keep and continuously update a realistic list of all subcontractors including their share in the implementation of the subject of the Contract. This overview will be forwarded to the Customer on an ongoing basis.

II.1.6 When the Contractor first arrives at the Customer's site, the contractor's employees will be picked up at the gatehouse by an authorised employee of the Customer (as per the contract) and taken to the safety and environment department where initial training will be carried out. The training is carried out on working days from 8.00 to 10.00 a.m., by prior agreement the training can be adapted to the needs of the Contractor.

II.1.7 The Contractor's employees will be issued with an "Identification Card" after training by the Safety and Environment Department. They will not be admitted to the Customer's premises without this card. Every employee on the Customer's premises is obliged to wear a visible identification card and is obliged to present it at any time to the employees in charge of the inspection at their request. Identification cards shall be picked up in person by the Contractor's employee or the Contractor's responsible representative at the Safety and Environmental Department against signature; he/she shall be responsible for their return upon termination of access or contract activity.

II.1.8 The training of the Contractor's employees at the respective Customer's workplaces (according to the Contract) shall be carried out by the Customer's senior employee responsible for that workplace.

II.1.9 Training is always valid for one year from the date of the previous training. Prior to the expiration of the validity period, the employees of the Contractor (business partner) must undergo periodic training. At

least two weeks before the expiration of the training validity period, the Contractor shall request periodic training.

The validity of the vehicle entry permit is always 1 year from the date of the last driver training. At least two weeks before the expiration, the responsible representative of the Contractor (business partner) must apply for a periodic vehicle entry permit.

II.1.10 The Contractor's responsible employee shall forward to the Customer's safety and environment department a copy of the document of subsequent OHS training of employees for the relevant Customer's workplace/site. Without proper training, work in the premises, buildings and facilities of the Customer is prohibited.

II.1.11 The Contractor is responsible for the return of all Customer identification cards without damage. In the event of loss or damage, the Contractor shall reimburse the identification card at the current purchase price.

In the event of termination of the contractual relationship, the Contractor is obliged to return all issued identification cards for his employees (or his subcontractors) and vehicles to the Customer. If the Contractor continues the contractual relationship with the Customer continuously, he is obliged to return the identification cards for which he has not extended the one-year validity period on an ongoing basis.

Failure to return the identification card is subject to the contractual penalty rate.

II.1.12 All employees of the Contractor must wear workwear bearing the logo or company name of the Contractor, alternatively fitted with a removable contractor identification card (containing at least the company name).

II.1.13 The unauthorized use of the identification card by any person other than the person to whom it was issued for movement within the premises and facilities of the Customer or for the passage of a motor vehicle is expressly prohibited.

II.1.14 The processing of the personal data of the Contractor's employees is in accordance with the applicable legal regulations and is regulated by the Customer's internal regulations Personal Data Protection Project (technical-organisational measures, ensuring personal data protection in companies) and GDPR Personal Data Protection. Information on the handling of personal data of the Contractor's employees forms part of the initial training.

II.2 PROTECTION OF PROPERTY AND INFORMATION

II.2.1 Carrying and Transporting Materials

II.2.1.1 All persons entering or leaving the Customer's premises and facilities are obliged to prepare all luggage for inspection at the request of a security guard. Security personnel are obliged to comply with legal, hygiene and other regulations during the inspection.

II.2.1.2 All persons entering or leaving the Customer's premises and facilities are obliged to allow the inspection of the vehicle space at the request of a security service employee. Security personnel are obliged to comply with legal, hygiene and other regulations during the inspection.

II.2.1.3 When bringing tools, instruments, materials, etc., the Contractor shall hand over a complete list of these items to the gatekeeper. Without this list, he will not be allowed to enter the premises or to subsequently leave (take away) tools, equipment, materials, etc.

II.2.1.4 Bringing in firearms, explosives and radioactive substances without the knowledge of the Customer is expressly prohibited.

II.2.2 Entry, Parking

II.2.2.1 The Contractor's employees are allowed to stay only in areas specified by the Customer. In case of the need to move in other areas this must be permitted by the responsible employee of the Customer.

II.2.2.2 Foreign visitors of the Contractor are only permitted to enter premises, buildings and facilities with the written consent of the company management.

II.2.2.3 Parking of the Contractor's vehicles inside the Customer's premises is only permitted in designated parking areas. All drivers are strictly forbidden to drive or park outside the designated areas.

II.2.2.4 For a one-time passage of cars or trucks into the premises or passage of employees, the security guards (security service) shall proceed in accordance with the Company's Facility and Property Protection

Policy. A one-time identification card with appropriate instructions on parking and parking of vehicles on the premises is issued for the Contractor's employees or visitors.

II.2.2.5 If the Contractor's employees arrive at the Customer's site/workplace by motor vehicle, they are required to exit the vehicle and pass through the pedestrian turnstiles and make a record of their arrival at the site.

II.2.2.6 Permission for entry of passenger vehicles during the contractual relationship with the Customer is issued by the Customer's safety and environmental department on the basis of an approved application for permission for entry of foreign vehicles submitted by the OZ, TDO or other authorised employee of the Customer.

II.2.2.7 The speed limit for motor vehicles on the premises is 20 km/h. Contractor's employees with permission to pass and park motor vehicles must adjust their driving and respect the traffic signs so as not to cause accidents or damage access equipment (barrier, turnstile, etc.).

II.2.3 External Parking Areas

II.2.3.1 In the external parking areas, the Contractor's employees and visitors may park their vehicles only in the places marked with traffic signs or defined by traffic signs on the road. This parking area is not a guarded parking lot and the Customer is not responsible for any damage to property. It is forbidden to park or stop the vehicle outside the places marked on the road in front of the main gatehouse in Komořany. In the event of a violation of this prohibition, the security staff may expel the person concerned, or identify him/her and refer the case to the Customer's safety and environmental unit for resolution.

II.2.3.2 Access routes for firefighters must be kept permanently clear and passable; the width of access roads must be at least 3 m from buildings, boarding areas for firefighting equipment and water sources intended for fire fighting (see **Annex 3** - Access roads - firefighters).

II.2.3.3 Drivers with permission to park on the Customer's premises are obliged to respect the protection zones of railways and pipelines.

II.2.3.4 Drivers parking on the Customer's premises are obliged to secure their vehicles against theft and not to park their vehicles on the Customer's premises after 10 p.m. without the appropriate permit.

II.2.4 Organisation of Loading Energy By-Products in the Production Sections - Komořany Premises

II.2.4.1 The road leading to the granulate loading area is marked with traffic signs. There are directional signs with the inscription "**GRANULATE LOADING**". Traffic signs guide drivers to the traffic lights for granulate loading.

II.2.4.2 A traffic light is installed on the driveway in the rear part of the Customer's premises to control the entry of trucks (sets) for loading. One green light is used for signalling, it is placed on a pole in front of the administration building.

II.2.4.3 All drivers are obliged to switch off the engine when stationary.

II.2.4.4 Meaning of signalisation: Light off = STOP; Light on (green) = one truck enters the granulate loading area.

II.2.4.5 Organisation of loading:

Before the loading technology is put into operation (light off), the trucks are lined up in a row at the traffic lights. After the loading technology is put into operation and the quality of the granulate is stabilized, the operator gives a signal (green light) to drive one truck into the loading area.

When this light is switched on, only one car will drive into the granulate loading area. The timer will leave the light on for approximately 30 seconds. After the car is loaded, the operator gives another signal for the second car to load. This means that there will always be max. 2 cars and all others will be lined up behind the traffic lights.

II.2.4.6 All drivers are strictly forbidden to maintain their vehicles while waiting. No vehicle maintenance, including washing, refuelling, pumping water from hot water pipes, water connections for utility and drinking water and other activities on the vehicle that could lead to hazardous waste or leakage of hazardous substances (e. g. oil) shall be carried out on the Customer's premises.

II.2.4.7 In the event of an accidental leakage of hazardous substances into the ground, onto the road or into drains, drivers must immediately report this to the shift engineer and the responsible member of the safety and environmental department.

II.2.4.8 The measures taken by the Customer and the costs associated with the elimination of the causes and consequences of the leakage of hazardous substances will be charged to the Contractor.

II.2.4.9 The area in front of the signalling system shall be scanned by an industrial camera, which shall enable compliance with the above rules to be checked. Drivers are informed about the protection of property by means of CCTV systems when entering the Customer's premises.

II.2.4.10 Should a violation of the loading rules occur, the driver will be immediately expelled from the customer's premises without loading the granulate, his vehicle registration plate will be registered and he will not be allowed to enter the premises again.

II.2.4.11 The smoking ban also applies to the cabins of motor vehicles on the premises.

II.2.5 Work on construction sites on and off the Customer's premises, including heat distribution

II.2.5.1 Work in collectors, heat exchangers and heat distribution systems may only be carried out in accordance with the relevant Local Operating Regulations of the Customer, which apply to the site in question and which the Contractor is familiar with.

II.2.5.2 For work on heat distribution sites, the Contractor shall respect the following specific requirements:

- The Contractor is obliged to use only the designated work areas (marked out construction site) during the entire period of implementation, which will be marked with the name of the Company and the name of the responsible person, including telephone contact. The Contractor must secure the workplace/site for the entire duration of the work.

- The Contractor is obliged to store the products and assembly equipment at the workplace in a safe and secure manner.

- The Contractor is fully responsible for the security of the work and all products and supplies on the work site, including fire protection, until the risk of damage to the work is transferred from the Contractor to the Customer. The Customer shall not be liable for any damage caused by loss, destruction or damage to the Contractor's property used for the performance of the work. The Contractor is obliged to secure these property and to keep them under his protection and control at all times.

- Until the final handover of the workplace after the completion of the work, the Contractor is responsible for the safe securing of the workplace with regard to the surrounding traffic and pedestrians. The Contractor is obliged to provide portable lighting, security, fencing, safety signs, warning signs and safety measures to protect the workplace, materials and equipment transported by the Contractor to the workplace.

- In the case of excavation work, especially for the purpose of repairing heat lines in an open heating duct, it is always necessary to ensure excavation in accordance with the applicable legislation and standards

- The Contractor is obliged to provide sufficient medical supplies for first aid at the workplace.

- The Contractor shall keep the work site (construction site) tidy and safe, reasonably free from all obstructions. Any waste and residues that will not be used or needed for the execution of the work will not be collected on the site.

- The Contractor is obliged to ensure the cleaning of roads in the place of execution of the work if they are polluted as a result of his activities during the execution of the work. Roads must be cleaned after their pollution without undue delay and in a way that prevents the entry of substances that threaten the quality of surface water into the sewage drains (chemical and oil substances).

- The Contractor shall demonstrably (including an entry in the construction diary) make his subcontractors aware of the conditions.

- The Contractor shall clear and remove all surplus materials, waste, residues, assembly equipment, etc. from the workplace by the handover date. Only then will the work be accepted.

II.2.6 Protection of other legitimate interests

II.2.6.1 Taking away or carrying away written materials or data carriers of the Customer marked with the grade "Business Secret of United Energy, a.s." or "Restricted Document of United Energy, a.s." from the Customer's premises shall be permitted only with written authorization signed by the Customer's General Manager, in his absence by the Customer's Head of Safety and Environmental Services.

II.2.6.2 It is prohibited to remove or take away other written materials or information on data carriers owned by the Company.

II.2.6.3 If the Customer and the Contractor, in the course of negotiations, provide each other with information classified as a business secret, the party to whom this information has been provided may not disclose it to a third party or use it contrary to its purpose for its own purposes, whether or not a contract is concluded.

II.2.6.4 The Contractor shall behave in such a way that no damage to the Company's property, especially to underground and overhead electrical equipment, pipelines, railway sidings and roads, occurs during the execution of the contractual activities.

II. 2.6.5 The Contractor as the carrier shall ensure that the loading, transport and conveyance of materials, equipment and other products is carried out in such a way that the applicable road or rail transport regulations are not violated.

II.2.6.6 The contractor is responsible for damage to his or her property or leased property, or property taken over (material, equipment, etc.) and is obliged to take such measures to secure this property as will make it difficult or impossible to steal or damage it. This includes locking the entrusted premises, locking cars including tanks, putting tools in locked boxes, etc. In case it is found that personal belongings of the Contractor's employee or property belonging to the Contractor or duly leased to the Contractor have been stolen, the Contractor's employee is obliged to report this to the Police of the Czech Republic and to the Safety and Environment Department. The Contractor shall settle any insurance claims on the basis of its own insurance policy with the relevant insurance company.

II.2.6.7 Photographing and filming on the Customer's premises is only possible on the basis of a request approved by the CEO, the company director or the head of the safety and environmental department.

II.2.6.8 Contractors are informed and acknowledge during the initial training that the protection of property is ensured by means of CCTV systems.

Article III

OCCUPATIONAL HEALTH AND SAFETY PRINCIPLES

III.1 The Contractor is obliged to take all measures to prevent risks in relation to his own employees, the Customer's employees, other contractors and subcontractors. Risk prevention means all measures arising from legal and other regulations to ensure occupational health and safety (hereinafter referred to as OHS) and from measures taken by any employer to prevent, eliminate or minimise the effects of unavoidable risks.

III.2 Furthermore, the Contractor is obliged to comply with the occupational safety and health principles (hereinafter referred to as the "Principles") set out in the following provisions.

III.3 Basic Obligations

III.3.1 Where employees of two or more employers perform tasks at the same workplace, the employers are obliged, in accordance with the relevant provisions of the Labour Code, to inform each other in writing of the risks to the life and health of employees relating to work and workplaces (hereinafter referred to as "risks") and to cooperate with each other in ensuring occupational safety and health. In justified cases, the Customer is obliged to ensure the function of the site OHS coordinator with all related duties (reporting, Plan preparation, etc.).

III.3.2 Contractors and subcontractors are obliged to submit a written (electronic) list of risks arising from their activities to the safety and environmental department before starting work, where they will be given a written (electronic) list of risks related to the handed over workplace according to the Client's Risk Catalogue.

III.3.3 The Contractor and his subcontractors shall appoint in writing a safety officer who shall be responsible for compliance with all safety regulations. His name will be entered in the assembly or construction log.

III.3.4 Each of the employers (contractors or their subcontractors) is obliged to:

- ensure that its activities and the work of its employees are organised and carried out in such a way that the employees of the other employer are also protected,
- cooperate in providing a safe, secure and health-safe working environment for all employees at the workplace.

III.3.5 The Contractor shall take care of OSH at the taken-over workplaces independently in accordance with the applicable generally binding regulations and shall be responsible for compliance with the provisions of these regulations and for damages caused by its operational activities. The taken-over workplaces, including the rented space, are the Contractor's handed-over workplaces for the entire period of performance of the subject of work until the Customer takes back the work.

III.3.6 The Contractor shall not commence work until the boundaries of the work site and the method of marking them out, marking utility lines, and the method of securing technologies that could pose an immediate danger to the Contractor's employees or other employees have been determined.

III.3.7 The Contractor's employees or third parties who will be on the Customer's premises must be clearly identified. Employees of the Contractor or third parties may not enter premises and buildings that are not the subject of the Contract. They may only use the roads designated by the Customer to enter the sanitary facilities and the canteen.

III.3.8 The Contractor's employees shall be equipped with the PPE they need to perform their work when starting work. Employees' equipment is the responsibility of their employer.

III.3.9 In other areas of the Customer's premises, the Contractor shall observe the Customer's instructions and safety measures and the Contractor's employees shall be obliged to use personal protective equipment, in particular a helmet and a reflective vest.

III.3.10 The Contractor's employees shall not be admitted to the premises, buildings, workplace if they have consumed alcohol or intoxicants and shall be required to undergo an appropriate alcohol or intoxicant test.

III.3.11 The Contractor or a third party acknowledges the prohibition of smoking and consumption of alcoholic beverages and other addictive substances on the Customer's premises, entering these premises under the influence of alcohol and other addictive substances and bringing alcoholic beverages and addictive substances to the workplace. Violation of this prohibition by the Contractor's employees and representatives is always a gross violation of the terms and conditions by the Contractor or a third party and is a reason for prohibiting access to the premises by the Contractor's representatives or employees and for the application of a contractual penalty or termination of the contractual relationship.

III.3.12 Description of the definition of the handed over workplace and the leased space, simple sketch, identification of the access road to the place of performance of the subject of work will be specifically described by the responsible representative of the Customer (OZ, TDO). The Contractor is responsible for ensuring that its employees limit their movements and activities on the Customer's workplaces only to the workplace which they have been assigned to and which they are familiar with.

III.3.13 The Customer's OZ designated in the Contract is responsible for handing over the workplace and coordinating the work with the Contractor.

III.3.14 The workplace handed over by the Contractor shall be properly demarcated and marked with the name of his company.

III.3.15 If the Contractor will perform the work or part of it through a subcontractor, the Contractor shall be responsible for the subcontractor's performance, including familiarity with this Policy.

III.3.16 The storage of the Contractor's materials and waste is only permitted at locations designated by the Customer.

III.4 Accidents at Work

III.4.1 The recording of accidents at work is governed by generally binding legal regulations; the Contractor is also the employer in this sense.

III.4.2 The Contractor shall inform the Customer's Responsible Representative (RR) and the Safety and Environmental Department of the occurrence and details of any work-related accident immediately and by the quickest possible means. The Customer at whose workplace the accident occurred is subsequently obliged to:

- clarify the causes and circumstances of the work injury,
- to allow the Contractor to participate in the clarification of the causes and circumstances of the accident and to inform him of the results of this clarification,
- to make an Injury Record of each such accident and an entry in the Initial Record of Accidents (internal documents of the Customer) for the Contractor.

III.4.3 If an injured Contractor's employee is unable to work for more than three calendar days, the Contractor shall prepare and send the Injury Report to the designated authorities and institutions.

III.4.4 In the event of a fatal accident to a Contractor's employee at the Customer's workplace, the Contractor shall fulfil the reporting obligation under the applicable legislation. The Contractor is also obliged to inform the Customer's responsible representative and the Customer's environmental safety department of the incident without undue delay (however, no later than 8 hours after the accident occurred).

III.4.5 In the event of injury or other damage to health, the Contractor's employees are obliged to provide first aid to the injured person. Minor injuries can be treated at the Customer's workplace using wall-mounted first aid kits, in the morning hours in the office of the contracted doctor (Komořany area). In case of serious injury, it is necessary to call the Customer's JHZSP (Komořany area) and the ambulance service.

III.5 The Area of Cooperation in Ensuring Safety at Work on Technical Systems

III.5.1 The Contractor is obliged to observe the prohibition of any manipulation on mechanical, electrical, gas, pressure or thermal equipment without the appropriate authorisation and knowledge of the equipment manager or the OZ. The Contractor is obliged to inform the Customer's **shift engineer** (dispatcher) about the start and end of work on the system and in the premises that are operated and not handed over to the Contractor as a permanently secured workplace.

III.5.2 The Contractor is obliged to coordinate with the relevant Customer's facility manager, shift engineer or shift engineer, dispatcher on whose system the Contractor is working and the system is partially or permanently operated or is in the immediate vicinity of the operated system and could endanger the Contractor's employees, the method and time of securing and shutting down the system (depending on the specific workplace).

III.5.3 The Contractor may not alter or remove the Customer's safety measures.

III.5.4 All assembly sites and construction sites on the Customer's premises to which employees other than the Contractor's employees have access must be properly fenced or enclosed or otherwise secured and marked in accordance with the applicable regulations. The Contractor is obliged to secure the workplace and the work in such a way as to avoid endangering other employees.

III.5.5 The Contractor's employees are obliged to use protective equipment of machines and technological units that prevent or reduce the risk of accidents or prevent deterioration of the hygienic parameters of the working environment (noise, dust, etc.) and must not remove or disable them. In addition, employees are required not to start up or operate machinery and equipment without properly fitted and adjusted guards and equipment.

III.5.6 Work on technological and electrical systems must be carried out only after the equipment has been secured as necessary. The equipment shall be provided by the Customer on the basis of the Contractor's request. The necessary coordination, including familiarisation with the relevant technical documentation, will be provided by the OZ.

Work in hazardous areas, tanks, closed containers and storage tanks must be carried out in accordance with OHS regulations. The method of securing workplaces, signalling and information transfer shall be specified and coordinated by the OZ.

III.5.7 When working at heights, the Contractor is obliged to protect his employees and third parties with individual or collective fall protection. Construction and work on auxiliary protective and containment structures (scaffolding, guardrails) must be carried out in accordance with the applicable regulations.

These protection and containment structures shall be marked as having been duly taken into use before work commences.

III.6 Principles of Locking and Unlocking Systems

III.6.1 System locking is required by the manager or shift engineer and unlocking is required by the Work Supervisor. Determination of scopes and implementation of locking and unlocking is carried out by authorized employees of the Customer's Operations.

III.6.2 Locking and unlocking of the workplace (system) is carried out only by employees of the Customer's Operations Department on the order of the shift technician, technologist or shift engineer.

III.6.3 In the case of a central heating supply system, a "BS" (machine) order must always be issued within the scope of the applicable regulations.

III.6.4 For HV (high voltage) or VHV (very high voltage) installations, it is always necessary to issue a "B" electrical order within the scope of the applicable regulations.

III.6.5 Confirmation to the Contractor (subcontractor) of locking or unlocking the workplace (system) shall be confirmed by the signature of an authorised operating employee of the Customer in the construction or assembly log or in the B-Order.

III.6.6 A work order to repair the system is a request to provide a workplace for the Contractor who has been appointed to carry out the repair.

III.6.7 As soon as it is suspected during the work that the securing is not completely in order, the work must be stopped immediately and the securing must be checked by the Customer's Operations Department.

III.6.8 Prior to commencing work on the electrical system, the Contractor shall submit to the Employer a certificate of passing the test of the ČÚBP Decree No. 50/1978 Coll., according to the relevant section, for all his employees who will take part in the work.

III.6.9 Prior to commencing any earthworks, the Contractor shall check with the electricity system manager (or other infrastructure system managers) that there are no underground electrical installations (or other wiring or networks) at the site. For these purposes, the Contractor shall demonstrably request the Facilities Manager to ensure the demarcation of underground facilities at the site of the earthworks. The operator is then obliged to proceed with caution to avoid damage to the system that the system operator has set out on site.

III.6.10 In accordance with the Customer's rules for the provision of inspections of electrical systems, the Contractor is obliged to provide the Head of Electrical Systems Administration with the complete design and accompanying technical documentation of the Work, including, inter alia, three copies of the initial inspection report.

III.7 Occupational Hygiene

III.7.1 During the initial training, the Contractor shall be familiarised with the Customer's hazardous workplaces, protection against risks and, at the request of the Contractor, shall submit the results of the measurement of hygienic parameters of the working environment.

III.7.2 The Contractor shall not use hazardous and harmful substances during the execution of the works and other activities of the Customer, the use of which could endanger the employees in the adjacent premises of the Customer.

III.7.3 When using X-ray, laser or other ionising radiation equipment and sources of electromagnetic radiation, the Contractor is obliged to take the necessary safety precautions and to notify the OZ well in advance. At the time of use of ionising radiation equipment, the Contractor shall indicate the name of his employee in charge of ionising radiation protection supervision and submit a quality assurance programme for the handling of ionising radiation sources.

III.7.4 Contractors are obliged to equip their employees with the appropriate PPE at their own expense, to ensure their permanent use at the Customer's workplaces and to ensure their external cleanliness.

III.8 Other Requirements

III.8.1 Work on access roads and public roads may only be carried out by the Contractor under a permit for work on a public road. The Contractor will provide lighting of obstacles in the road, ensure the placement of pedestrian warnings or traffic signs. They will also ensure a safe pedestrian crossing or safe fencing of the site along its entire length until the completion of these works, and return the site to a safe condition.

III.8.2 Storage of hazardous substances, flammable substances, containers (cylinders) for compressed gases, etc. must be secured in accordance with the relevant legal and other OSH regulations and reported to the Customer's JHZSP (Komořany area).

III.8.3 The operation of dedicated pressure, gas, electrical and lifting systems must be ensured in accordance with the relevant OHS regulations. In particular, the prescribed inspections, examinations, tests and revisions of these systems must be ensured. These documents must be available at the handed over workplace for possible inspection.

Article IV

FIRE PROTECTION PRINCIPLES FOR CONTRACTOR'S ACTIVITIES

IV.1 Obligations of Legal Persons and Natural Persons Engaged in Business

IV.1.1 Obligations of legal persons and natural persons engaged in business in the field of fire protection are laid down by the Fire Protection Act and its implementing regulations, related regulations and relevant technical standards.

IV.1.2 The Contractor shall provide fire protection on the sites taken over or in the rented premises handed over independently in accordance with the applicable generally binding regulations and shall be responsible for compliance with the provisions of these regulations and for any damage caused by its operational activities. The taken over workplaces and leased premises are the Contractor's handed over workplaces for the entire period of performance of the subject of the work until the takeover by the Customer.

IV.2 Ensuring Fire Safety Conditions

IV.2.1 Employees of the Contractor, resp. subcontractors and persons staying with the Contractor's knowledge at the Contractor's accepted workplaces, buildings or performing work activities are obliged to know and observe the fire safety regulations of the Customer, in particular the fire alarm guidelines; for the workplaces concerned, the workplace fire regulations, local work and operating regulations, fire evacuation plans, workplaces and places where activities with an increased or high fire hazard are carried out, and have available the fire technical characteristics of the substances and materials used, manufactured, processed, transported and stored by them, if they carry out activities with an increased or high fire hazard.

IV.2.2 In terms of fire protection on the Customer's premises, the Contractor is obliged to:

- a) Submit and have approved the type welding procedures (external welding inspector of the Customer).
- b) Observe the ban on smoking in the premises (all external, internal and rented operational and technological areas) of the Customer.
- c) Handling fire-hazardous or explosive substances and materials that may contribute to an increased risk of fire or explosion, this fact must be consulted with the fire protection technician of the Fire Protection Department and JHZSP (Komořany premises) before starting work. Contractors and their subcontractors are obliged to fully comply with fire safety conditions when welding and heating bitumen in fusion vessels.
- d) For welding requiring special safety measures, their provision shall be demonstrated in writing by a V-order to carry out work in workplaces with increased or high fire hazards.
- e) Provide free access to portable and mobile fire extinguishers and indoor and outdoor fire hydrants, electrical fire alarm push buttons, electrical switchboards and main shut-offs.
- f) Properly mark their leased or handed over premises, objects, workplaces, warehouses, rooms, etc., where activities with increased or high fire hazards are carried out, orders, prohibitions, instructions
- g) Report the type, quantity, number, location and method of storage of flammable and explosive substances and materials to the safety and environmental department of the Customer. Provide the

Customer (safety and environmental department) with the fire technical characteristics of materials where required by the nature of the contract activity.

- h) Immediately report any fire occurrence in accordance with the fire alarm guidelines and inform the Customer's safety and environmental department without delay.
- i) Submit a written request for permission to use electric heat appliances in the rented premises to the Customer's safety and environmental department.
- j) Ensure that all fire protection equipment is intact, functional and maintained in working order throughout the period that the Contractor has the site, building, etc., handed over and taken over, or carries out work activities. Otherwise, he/she is obliged to report the findings to the Safety and Environment Department or to the Fire and Rescue Service in the Komořany premises.
- k) In the case of an accepted workplace on the Customer's premises, to get acquainted in detail:
 - fire hazardous locations or activities with increased or high fire risk
 - the location and content of fire alarm directives
 - with local fire alarm stations
 - with the contents of the fire regulations of workplaces
 - the contents of fire evacuation plans
 - the location, number and use of PHP, fire hydrants
 - with the rules for the use of electric heat appliances and cookers.The familiarisation shall be carried out by the administrator of the technology or equipment concerned.
- l) To pay all costs of the Customer associated with putting the firefighting equipment in standby condition, which arise as a result of non-compliance with the regulations of the fire protection system, as well as costs associated with any fire.
- m) The Contractor is obliged to maintain the prescribed clearance profile on the roads in the Customer's premises. The Contractor must immediately discuss any changes to the passage profiles due to construction or other works with the head of the JHZSP (Komořany premises) of the Customer, the head of the construction department and the head of the safety and environmental protection department, where it will report the location of the change of the passage profile, the date and the time limitation.
- n) If the works interfere with or disturb the roads, the Contractor is obliged to agree in advance in writing the conditions of the work procedure and safety measures in cooperation with the technical supervisor, the head of the construction department, the head of the safety and environmental protection department and subsequently secure the roads in accordance with the applicable regulations.
- o) It is forbidden to handle open flames in any way on all premises of the Customer (does not apply to welding).

IV.2.3. The Contractor is obliged to keep the escape routes and roads, including the defined areas in front of the electrical switchboards, free and not obstructed at all times. Escape route markings shall not be removed, damaged or covered.

IV.2.4 In areas with increased fire risk, the Contractor shall not start work before confirmation of Work Order V from the Customer and shall proceed according to the conditions specified therein. For work on gas installations, the Contractor shall comply with the terms of work order P.

IV.2.4 Welding

IV.2.4.1 Welding work may only be carried out in accordance with the Customer's internal document Welding quality management and control rules based on qualified welding procedures (WPS) and by welders qualified according to the applicable standards.

IV.2.4.2 The Contractor is obliged to submit the WPS welding procedures and WPQR protocols to the Customer at the latest on handover of the workplace. The above-mentioned preliminary welding documentation must be approved by the Customer's Welding Inspection Supervisor prior to the start of implementation, i.e. before the start of welding work.

IV.2.4.3 The Contractor shall ensure that a competent person supervises the welding work and meets the qualification and quality requirements for welding according to the applicable standards.

IV.2.4.4 If the Contractor carries out welding work, he shall submit documents of professional competence of welders (welding licences, including copies of certificates of authorisation) for registration in the

Welding Register to the responsible employee in technical matters on the Customer's side for checking before starting the work.

Article V

ENVIRONMENTAL PROTECTION

V.1 General Provisions - Contractor's Obligations

V.1.1 The Contractor shall perform the subject matter of the Contract in accordance with the applicable legal regulations and technical standards applicable to the Contract activity. These are the regulations in force in the field of environmental protection, which include regulations for the protection of individual components of environmental protection, such as waste management, water management, air protection, regulated substances and gases, chemicals, nature protection, etc.

V.1.2 During the execution and completion of the work, the Contractor shall be solely responsible for taking all appropriate actions to protect the environment and the working environment at the accepted assembly sites and areas and at the construction site, such actions and measures that will lead to the prevention of environmental damage.

V.1.3 Training in local environmental regulations for the Contractor's responsible representative shall be provided by the Customer. The Contractor shall be responsible for the training of all Contractor employees who participate in the subject matter of the Contract.

V.1.4 Materials containing environmentally hazardous substances, chemicals and mixtures must be stored in a manner that ensures safety against mishandling, misuse and leakage into the working or living environment.

V.1.5 Washing and maintenance of all motor vehicles (trucks, cars, machinery) of the Contractor is prohibited on all premises of the Customer.

V.1.6 In the event that an employee of the Contractor violates the Customer's internal environmental protection regulations or even generally binding legal regulations, leading to a threat to the quality of environmental components, the Contractor is obliged to pay a contractual penalty according to the Customer's internal directive "Table of Contractual Penalties for violation of safety, hygiene, fire protection and environmental regulations".

V.1.7 In the event of damage caused by the Contractor during the period of performance of the subject of the contract due to violation of the regulations of the individual environmental components (water, air, nature and waste management, chemical substances) or traffic regulations in the premises of the Customer, the Contractor shall bear the costs of repairing the damage. The Contractor shall inform the Customer immediately of the damage and shall take measures to remedy the damage without undue delay.

V.1.8 In the event of an environmental accident, the Contractor is obliged to immediately report this fact to the Contractor's shift engineer (who will subsequently inform the Head of the Safety and Environmental Department) and, in addition to remedying the consequences with its own forces and at its own expense, it is obliged to follow the Customer's instructions and take all measures to ensure that the Contractor's employees cooperate in remedying the consequences of the accident.

V.1.9 The reporting obligation also applies to cases of imminent danger or possible subsequent danger to the quality of one of the environmental components (water, air, soil, vegetation), where every employee of the Contractor is obliged to report this immediately to the shift engineer and the head of the safety and environmental department.

V.1.10 The Contractor is obliged to comply with the conditions, opinions and recommendations of the concerned state authorities in the field of environmental protection when performing the subject of the contract, both within and without the construction procedure.

V.1.11 Any penalties (fines) imposed by the state authorities against the Customer due to the Contractor's violation of environmental protection laws shall be paid in full by the Contractor to the Customer.

V.1.12 The Customer shall hand over the site to the Contractor on the basis of a written protocol confirmed by both parties (which may be replaced by an entry in the construction diary), in which the

condition of the site at the handover and other details such as the provision of waste containers, their location and the waste disposal regime shall be specified.

V.1.13 The Customer shall designate transport routes for the transport of hazardous waste and chemicals within the internal and external areas of the premises. The Contractor is responsible for the transport at the moment of loading or unloading or entry or exit to the Customer's premises.

V.1.14 The Customer will supervise the construction site (except for the designated OZ, TDO) through its employee from the safety and environmental department, who will monitor during the construction whether the environmental conditions are implemented according to the contractual arrangements, technical and legal regulations.

V.2 Air Protection

V.2.1 It is forbidden to handle open flames throughout the Customer's premises without the written consent of the Customer (except for activities where handling open flames is an integral part of the technological process, such as welding, separating materials, heating bitumen, etc.). In particular, it is forbidden to dispose of waste by thermal means.

V.2.2 The use of perchloroethylene (including products containing it) as a source of volatile substances is prohibited on all premises of the Customer. If the Contractor uses volatile organic substances for its activities under the contract:

- classified as carcinogens, mutagens and reproductive toxicants; - - halogenated organic substances;
- volatile organic compounds, gasoline.

then it is obliged to comply with the Air Act and its implementing regulations relating to the use of volatile organic substances (in particular emission limits, reporting obligations, keeping records and reports on the consumption of these substances, etc.), the Act on substances that deplete the ozone layer and health protection limits.

V.2.3 The Contractor is obliged to inform the shift engineer in advance of any activities that could affect the quality of the discharged emissions from the sources (solids, gaseous emissions) - power outages, non-functioning of the extraction equipment or ash removal technology, etc., or could affect the operation of the one-time or continuous emissions measurement. In the event that the Contractor's operational activity is not in accordance with the Source Operating Rules or the Boiler Operating Regulations, the Contractor shall discuss this with the Customer's responsible representative well in advance

V.2.4 In the event of a threat to the quality of air emissions, inform the Shift Engineer or the Head of Safety and Environmental Services without delay.

V.3 Nature Conservation

V.3.1 No construction, excavation, storage or other activity that would change the character of the land shall be carried out on the Customer's premises without the Customer's consent.

V.3.2 Felling of trees or removal of vegetation without the consent of state or public authorities and the Customer is prohibited.

V.4 Waste Management

V.4.1 In the performance of the subject of the contract (works, services), unless otherwise stipulated in the contract, the Contractor shall be regarded as the generator of the waste generated in the performance of its activities and shall therefore be obliged to fulfil the obligations of a waste generator within the meaning of the Waste Act as amended and its implementing legislation and related legislation.

V.4.2 Secondary raw materials, in particular scrap metal and cables resulting from the contractor's performance of the contract, remain the property of the Customer. The Contractor shall treat the metal waste according to the Customer's instructions and ensure its safety until it is taken to the metal buying facility specified by the Customer. If the Contractor arranges for the removal to the purchasing facility at its own expense, a record of the quantity so removed, signed by the Customer, will be made in the construction logbook. The Contractor shall always hand over the weighing slips of the metals handed over from the purchasing plant to the Customer no later than 3 days of the previous month to the safety and environmental department, alternatively to the TDO, unless otherwise specified in the contract.

V.4.3 The Contractor is obliged to comply with the waste sorting obligation at the handed over construction sites, to ensure a sufficient number of waste containers and waste disposal throughout the execution of the work.

V.4.4 The Customer's solid and liquid waste collection facilities (Waste Warehouses) on the premises of the Komořany heating plant may be used by the Contractor for the purpose of transferring waste of foreign origin to the Customer as a person qualified to dispose of the waste for a fee, even if the waste management regime is not specified in the contractual provisions (waste transfer regime to the relevant warehouse, internal documents, invoicing, liability, etc.), provided that the Waste Warehouse Operating Regulations are complied with.

V.4.5 In case the Contractor or the lessee will hand over the waste resulting from his/her activities to the Customer to the waste warehouses, it is obliged to duly fill in the internal form of the return, on which the business name of the Contractor or the lessee (the waste originator), the subject of the work according to the contract, as well as the exact specification of the waste, i. e. all available details from the chemical composition (indicated on the material label, technical data sheets, etc.) and the technology used to generate the waste, to identify the waste for its correct classification according to the Waste Catalogue (e. g. cable - copper, aluminium; oil - motor, gear oil, oil-water mixture; metal waste - stainless steel, U-profile, scaffolding tubes; sheet metal - zinc, Al sheet metal including wall thickness; non-ferrous metals - bronze tubes, brass), weight of the waste - estimated weight, number of pieces, dimensions; legible name and signature of the contractor's authorised person from the contract. In order to be clearly identified for invoicing by the Customer, the return slip must be agreed by a person authorized by the Contractor based on the contract, including a stamp.

V.4.6 The characterisation of the description of the technology and activity must be unambiguous to determine the hazardous characteristics of the waste and its subsequent disposal or sampling of the waste. Without this information, the waste will not be accepted by the Contractor at the waste depot.

V.4.7 The financial cost of the chemical analysis of the waste will be included in the disposal price if the waste generator fails to submit it to the Customer's waste manager without being requested to do so within 10 days of taking the waste to the waste depot.

V.4.8 Waste delivered to the Customer's facility must be delivered sorted according to the specification on the return slip (insulation wool, wood, rubble, plastic packaging, municipal waste, etc.).

V.4.9 The return slip shall be completed in duplicate. The original return note shall remain at the waste depot as evidence of the Customer's initial record of receipt of the waste and a copy of the return note shall remain with the Contractor as evidence of disposal of the waste. Solid waste (wood, metals, etc.) and liquid waste (paint, oil, etc.) are always written down on a separate return slip.

V.4.10 In case the Contractor or the lessee requires the delivery (borrowing) of waste containers - metal tubs (hereinafter referred to as waste containers) from the waste warehouse, the following procedure applies:

- The Customer's Agent shall record the borrowing of the waste bins in the log book with a strong indication of the Contractor's or lessee's responsibility for the waste bins, including their contents.
- The Contractor or lessee is responsible for the waste bins until they are returned to the waste depot, where they will be accepted either empty (the Contractor will arrange for disposal at his own expense) or with the waste sorted and a properly completed return slip
- Waste bins intended for borrowing will be marked with a description by the waste warehouse operator. A record of the borrowing and return or delivery and removal of waste bins shall be recorded in the Warehouse Operations Log Book and the Contractor's Log Book. Based on these records, invoicing will be made by the Customer.
- The Contractor will be charged the agreed price for the handling and rental of the waste bins by the Customer.

V.4.11 All other requirements for waste management on the Customer's premises are specified in the contract.

V.5 Management of Chemicals and Mixtures

V.5.1 Contractors are responsible for the handling of chemicals and chemical mixtures in accordance with the relevant legislation, so as not to endanger the health of employees of all employers and other persons present at the workplace, the environment and property, and for compliance with legislation on the

international transport of dangerous goods. The Customer's ZO shall supervise the fulfilment of the following obligations of the contractors:

V.5.2 Prior to commencement of work, contractors shall submit to the authorised person a list of chemicals and chemical mixtures used, their classification (safety data sheet) and quantity, storage location and method of protection against theft, damage to packaging and leakage of material into the environment at the Customer's premises, no later than on the day of commencement of work at the Customer's premises

V.5.3 Contractors are responsible for the proper handling of the chemicals and chemical mixtures they will use.

V.5.4 Contractors shall ensure the removal and disposal of unused chemicals and chemical mixtures and empty packaging at the completion of the work and shall notify the Safety and Environmental Services of the completion of all such work.

V.5.5 The Contractors' responsibility for the handling of chemicals and mixtures is part of the contractual relationship between the Customer and the Contractor.

V.6 Protection of Groundwater and Surface Water Quality

V.6.1 The Contractor's employees performing the Contract Activities shall also be responsible for compliance with the Water Act and its implementing regulations, and other related relevant legal and technical regulations. The Customer's OZ supervises the following obligations of external companies:

V.6.2 Washing of transport equipment, i. e. cars, trucks and heavy machinery and vehicles on the Customer's premises is prohibited.

V.6.3 Flushing of sludge into the sewerage system, cleaning of roads and handling areas by flushing, discharging or pouring of hazardous substances (oil or chemical substances) that could endanger the quality of the discharged wastewater or cause an accident is prohibited.

V.6.4 Employees of external companies are obliged to secure their transport equipment in such a way that operating fluids or fuels cannot leak and pollute roads or parking areas.

V.6.5 If the Contractor's activities require the discharge of wastewater (e. g. flushing, boiling), the Contractor is required to submit the composition of the wastewater discharged and its estimated quantity in writing in advance to the safety and environmental department.

V.6.6 The following substances and pollutants shall not be discharged or otherwise transported into the sewer (applies to all sewer users):

- radioactive, chemical, infectious or other substances that pose a health and safety hazard or cause excessive odour;
- substances that disturb the material of the sewerage network or wastewater treatment plant;
- substances causing operational faults or disturbances in the flow of the sewerage network;
- substances which are flammable, explosive or which, when mixed with air or water, form explosive, suffocating or poisonous mixtures;
- substances not otherwise bound, but which, by mixing with other substances which may be present in the sewerage system, form substances of a toxic nature;
- pesticides, poisons, narcotics, corrosives and petroleum substances;
- water hotter than 40 °C is discharged.

V.6.7 Furthermore, the Contractor is obliged to report the accident to the Customer immediately upon discovering the accident, to state his name, the exact location of the accident and the time when the accident occurred, to specify the substance released and to report the measures taken or the method of disposal of the accident. The Contractor is informed about the reporting method during the initial safety training.

Article VI WORKPLACE ORDER, COOPERATION AND CONTRACTUAL PENALTIES

VI.1 Order in the Workplace

VI.1.1 The Contractor is responsible for maintaining order in (on) the objects and their surroundings. Object means the workplace and the areas, premises, rooms or buildings specified in the contract. The boundary around the objects is located in the middle of the distance to other objects or is formed by a fence of the Customer's premises or copies the outer side of the ground plan of the object at a distance of max. 20 m. The Contractor undertakes to use only the objects specified in the contract outside the workplace. In the event of non-compliance with the rules of order, OSH, OHS and waste management, the Contractor is subject to a contractual penalty.

VI.1.2 The Customer shall hand over the workplace (or other object) to the Contractor free of charge for use during the period of the work. The Contractor is obliged to clearly mark the objects used by him or the handed over areas and to use them exclusively for the intended purpose.

VI.1.3 The Contractor shall keep the premises free from all obstructions not necessary and shall promptly store or remove any surplus materials, installation equipment no longer required or needed in the performance of the work. The Contractor shall remove without undue delay the waste in (on) the premises rented by him.

VI.1.4 The Contractor shall ensure that the access roads are cleaned up immediately if they have become dirty or obstructed as a result of the Contractor's activities at the Customer's premises. Access roads shall be kept clear for the passage of fire and rescue vehicles.

VI.1.5 Order means the current state of the land, building, operating technology, etc., which does not contravene the regulations of occupational health and safety, occupational safety, environmental protection and the internal regulations of the Customer. This includes, in particular, keeping roads, paths, sidewalks, etc. clean and ensuring their passability, and the clear storage of materials and other items. The order also includes the sorting of waste according to types and its collection in designated and appropriately marked containers, with special attention to hazardous waste and its disposal, preventive measures against environmental accidents and the procedure in case of their occurrence. It also includes regular removal of dust and mud deposits, especially immediate disposal of the consequences of accidents.

VI.1.6 Land used as assembly, storage and handling areas will be properly marked with a sign with the name of the user and the name of the responsible person of the Contractor. Other objects (garages, sheds, etc.) will be marked in the same way. A sign of 21x15 cm in size, with the name of the user, the name of the responsible person and the telephone number, shall be provided by the user. Responsible persons of the Contractor are obliged to ensure cleaning of the land at least once a month.

VI.1.7 In the premises of the operating technologies or in the interior of the operating buildings, the service personnel are responsible for maintaining order.

VI.1.8 Other areas, roads and sidewalks that are on the premises of the plant and are used exclusively for the needs of the tenants are maintained by the tenants themselves and at their own expense.

VI.1.9 The Contractor is obliged to allow access to the handed over workplaces or to the entrusted premises to the Customer's employees authorised to inspect them at their request.

VI.1.10 After completion of the work and before the expiry of the Rental Agreement, the Contractor is obliged to hand over the workplace (or other facilities) to the Customer in a tidy and safe condition, free of all excess materials, assembly equipment, waste, etc. Otherwise, the Customer shall be entitled to claim compensation for the reasonable costs of rectification of the defects found against the Contractor, even after the expiry of the Contract or the Rental Agreement.

VI.2 Principles of interaction Between the Contractor and the Customer

VI.2.1 The Contractor shall warn the Customer of all circumstances that could lead to a threat to the operation or to a threat to the safe condition of the Customer's technical equipment and facilities.

VI.2.2 The Contractor is obliged to notify the Customer that he will use third parties (subcontractor), for which work and in what number.

VI.2.3 The Contractor shall respect the protection zones of underground and overground utility networks, the marking of which he shall ensure at its own expense, unless otherwise stipulated in the contractual agreement.

VI.2.4 If the Contractor will be using machinery or equipment on a non-accepted site, it shall warn the OZ of the dangers caused by the location of the machinery or equipment before starting work so that he can take the necessary safety measures in time.

VI.2.5 If the Contractor or a third party uses the Customer's property (cranes, lifts, electrical wiring, etc.) during the construction or assembly work, a written agreement must be concluded in advance. The content of the agreement shall be the definition of rights and obligations as well as the determination of conditions for the safe use of the Customer's property.

VI.2.6 Minor storage of materials may only be carried out by the Contractor or a third party in the premises designated for this purpose by the Customer. If the Contractor notices a danger that could endanger the health or lives of persons or cause an operational accident or failure of technical equipment, or signs of such a danger, it is obliged to stop work immediately, notify the OZ immediately and, if possible, warn all persons who could be endangered by the threat.

VI.2.7 In the event of a threat to production, a threat to the health and life of employees, or an emergency, the Contractor is obliged to stop work and obey the orders of the shift engineer, shift technician, the Customer's equipment manager, the technologist and the head of the safety and environmental department.

VI.2.8 Upon completion of the work, the Contractor shall clear the site and bring it into a proper condition for the handover and acceptance meeting.

VI.2.9 The Customer shall inform the Contractor in writing of any breach of the provisions of the principles. The Contractor is obliged to implement corrective measures from the inspections within the set deadlines.

VI.3 Contractual Penalties

VI.3.1 The Contractor understands that in case of violation of any of the provisions specified in the Rules, which occurs through direct acts or omissions due to negligence of its employees or representatives or third parties, the Customer's authorized employees are entitled to charge a contractual penalty according to the Table of Penalties in **Annex 4**.

The terms and conditions of the contractual penalty are specified by the contractual relationship.

VI.3.2 The classification of the severity of the violation of the stipulated conditions is the sole responsibility of the Customer's employees in charge of controlling the Contractor's activities.

Annex 4 to this Directive specifies the contractual penalties for individual breaches of the Contractor's obligations.

VI.3.3 The contractual penalty does not affect the Contractor's obligation to pay the penalty as a result of an administrative procedure conducted by the competent state institution exercising state professional supervision.

Article VII FINAL PROVISIONS

VII.1 The Customer reserves the right to control the fulfilment of these Rules and to modify them in connection with changes in legal and other regulations binding for the Customer. The Contractor undertakes to comply with all amending provisions caused by the said change and agrees to this fact by signing the protocol of acceptance of the newly issued Rules.

VII.2 All legal regulations and the Customer's internal regulations referred to in the Rules shall be understood in the version in force at the time of the performance of activities under the Contract.

VII.3 The Directive contains four annexes:

- Brief overview of the legislation concerned
- Brief overview of the affected internal regulations of the Customer
- Situation Plan United Energy, a.s. - access roads for firefighters
- Directives Contractual penalties for violation of safety, hygiene, fire and environmental regulations - Table of Penalties

Ing. Milan Boháček
Director General

Work Safety
Act No. 262/2006 Coll., Labour Code, as amended and implemented
Act No. 309/2006 Coll., regulating other requirements for occupational health and safety in employment relationships and for ensuring safety and health in activities or services outside employment relationships, as amended and implemented
Act No.258/2000 Coll., on the protection of public health
Regulation No. 591/2006 Coll., on detailed minimum requirements for health and safety at work on construction sites, as amended
Regulation No. 406/2004 Coll., on more detailed requirements for ensuring health and safety at work in potentially explosive atmospheres, as amended
Regulation No. 101/2005 Coll., on more detailed requirements for the workplace and working environment, as amended
Regulation No. 201/2010 Coll., on the manner of recording, reporting and sending accident records, as amended
Regulation No. 378/2001 Coll., laying down detailed requirements for the safe operation and use of machinery, technical equipment, instruments and tools, as amended
Decree No. 394/2006 Coll., laying down work with isolated and short-term exposure to asbestos and the procedure for determining rare and short-term exposure of such work
Fire Protection
Act No. 133/1985 Coll., on Fire Protection, as amended and implemented
Decree No. 246/2001 Coll., on fire prevention, as amended
Decree No. 87/2000 Coll., laying down fire safety conditions for welding and heating of bitumen in fusible vessels, as amended
Environmental Protection
Act No. 350/2011 Coll., on chemical substances and chemical mixtures and on amendments to certain acts (Chemical Act), as amended and its implementing regulations
Act No. 185/2001 Coll., on Waste and on Amendments to Other Acts, as amended and implementing regulations
Act No. 254/2001 Coll., on Water and on Amendments to Certain Acts (Water Act), as amended and its implementing regulations
Act No. 201/2012 on Air Protection and on Amendments to Certain Other Acts (the Air Protection Act), as amended and its implementing regulations
Act No. 17/1992 Coll., on the Environment, as amended and its implementing regulations
Act No. 114/1992 Coll., on Nature and Landscape Protection, as amended and its implementing regulations
Act No. 477/2001 Coll., on Packaging and on Amendments to Certain Acts (Packaging Act), as amended and its implementing regulations
Other
Act No. 22/1997 Coll., on Technical Requirements for Products and on Amendments and Additions to Certain Acts, as amended and its implementing regulations
Technical standards (ČSN, ČSN EN, ČSN ISO, ČSN EN ISO, or applicable industry standards, etc.)

Annex. 2 to the Directive - **Brief overview of the affected internal regulations of the Customer**

- Directive Contractual Penalties for Breaches of Safety, Hygiene, Fire and Environmental Regulations
- Directive Principles for the Protection of the Company's Objects and Property
- ST Directive Conditions and Rules for Storing Foreign Equipment in the Premises Owned by ST, a.s.
- Decision Vehicle Entrances to United Energy, a.s. Premises
- Decision Work Injury Investigation
- Decision No Smoking in the Company's Buildings and Premises
- Order Protection of Health from Alcoholism and Other Addictive Substances
- Directive Risks to the Life and Health of Workers at Work, Catalogue of Risks
- Order Mandatory Wearing of Safety Helmets
- Order Mandatory Wearing of High Visibility Protective Clothing
- Order Serious Incident Reporting
- Decision Personal Data Protection Project (technical and organisational measures to ensure the protection of personal data in companies)
- Data Protection Directive GDPR
- Fire Protection Security Directive
- Decision Security of Workplaces in Activities with Increased Risk of Fire and Explosion
- Directive Waste, Packaging and Returnable Products
- Directive Water Management
- Directive Handling of Dangerous Chemicals and Chemical Preparations
- Order Machine Safety Work - Machine BS Order
- Directives Repair of Dedicated Pressure Devices and pressure piping, testing methodology and documentation
- Order "B" Electro
- Directive Rules for Technical Management, Operation and Maintenance of Property
- Directive Rules for Welding Quality Control and Inspection
- Local Operational Safety Regulation No. Z013 Emergency Plan - Plan of measures in case of emergency deterioration of water quality by hazardous and dangerous substances
- Local Operating Regulation No. O001 Operating Regulations for Waste Storage Facilities - Solid and Liquid Waste Collection Facilities
- Local Operating Regulation No. O003 Sewerage Regulations - Sewerage United Energy, a.s. in the locality Most-Komořany
- ZPI 012 Operating Instructions - Siding Rules (Instructions of the owner of the railway / siding / to ensure the safety of persons within the siding perimeter, the safety of railway operation and railway transport and the protection of property)

Situační mapa UE, a.s. Komořany



United Energy, a.s. Teplárenská 2 434 03 Most - Komořany	Directive No. SM-UE-1802	Issued on: 04/06/2018
Prepared by: Ing. Paterová Daniela (Head of Safety and Environment)	Contractual penalties for violation of safety, hygiene, fire and environmental regulations	Guarantor: Ing. Boháček Milan (Director General)
Annexes: 1 - Table of Contractual Penalties	Replaces: SM-UE-0309	Effective from: Date of issue

In view of the need to ensure compliance with the rules and regulations in the area of occupational safety, employee health, occupational hygiene, fire protection, environmental protection, protection of company property and taking into account the fact that activities on the Company's equipment are carried out by contractual partners

I herewith issue the
Contractual penalties for violation of safety, hygiene, fire and environmental regulations.

Article I Preamble

I.1 Obligations of contractual partners in the field of occupational safety, health protection of employees, occupational hygiene, fire protection, environmental protection, protection of company property form an integral part of the tender documentation and their fulfilment is one of the basic conditions for the evaluation of suppliers. The same requirements apply to suppliers with a contractual relationship established outside the tender procedure and also to subcontractors of all suppliers.

I.2 The requirements of this Directive shall be incorporated into all contractual relationships where the Supplier's or its subcontractors' employees enter the Company's workplace (hereinafter referred to as the "**Customer**"). An integral part of each contract is the Table of Contractual Penalties, which forms Annex 1 to this Directive.

Article II Obligations of the Contractual Partner

II.1 The contractual partner (hereinafter referred to as the "**Contractor**") undertakes to be liable for the performance and activities on the company's (Customer's) systems or properties in the event that its employees violate generally binding regulations in the field of occupational safety, health, hygiene, fire prevention, environmental protection, environmental protection or the company's internal regulations with which it has been demonstrably made familiar.

II.2 The Contractor undertakes to be liable also in the event of a breach of Article II.1 by employees of his subcontractors.

II.3 The Contractor undertakes to pay a contractual penalty for the infringement in the amount specified in Annex 1 to this Directive. If the Contractor fails to pay the contractual penalty by the due date, the Customer reserves the right to pay the contractual penalty by unilateral set-off.

Article III Contractual Penalty

III.1 The contractual penalty for each individual violation is set out in the "Table of Contractual Penalties", which is attached as Annex 1 to this Directive.

Article IV Obligations of the Company - Customer

IV.1 The Customer's inspection of compliance with regulations in the area of occupational safety, employee health protection, occupational hygiene, fire protection, environmental protection, and protection of company's property shall be carried out by employees listed in the contractual relationship as technical supervisors, employees with the right to make entries in the construction logbook, and employees of the safety and environmental protection department.

IV.2.1 The Customer's employees responsible for the inspection shall make an entry in the "Construction (Installation) Logbook" if a violation of the regulations is detected by the Contractor's employees. The entry must include:

- a) the name of the employee who violated the regulation;
- b) a brief description of the violation or the name of the legal or internal regulation violated;
- c) the date, time and place of the violation;
- d) the name, surname, function and signature of the authorised employee.

IV.2.2 If the contractual partner does not keep a "Construction (assembly) logbook", the notification of the infringement is made by the authorised employees of the Customer by notification (in writing, electronically) of the contractual partner (Contractor).

IV.3 The documents for the calculation of the contractual penalty shall be forwarded by the authorised employee in the form of an Internal Report to the Head of the Economic Department, proposing the amount of the penalty in accordance with Annex 1 to this Directive and signed by his/her superior. The Head of the Economic Department shall ensure that the invoice for the contractual penalty is issued and sent to the Contractor. In the event that the contractual penalty is not paid by the Contractor in time, the contractual penalty shall be paid in accordance with paragraph II.3.

IV.4 If the area of the infringement is not listed in Annex 1 to this Directive, the authorised employee shall consult the amount of the penalty with the Company director concerned (Customer), based on generally applicable legislation and the Company's internal regulations relating to the area of the infringement.

Article V

Final Provisions

V.1 The provisions of this Directive are without prejudice to the obligations of senior employees at all levels of the Customer's management as laid down in the Labour Code.

V.2 I instruct senior employees at all levels of management to make this Directive demonstrably known to all employees who provide, manage or carry out actions relating to the performance of Contractors' Obligations under this Directive.

V.3 The Directives form an integral part of the Contractors' Rules of Conduct.

V.4 I hereby delegate the control of the implementation of this Directive to the Head of the Safety and Environment Department.

V.5 This Directive is binding for the companies (customers) United Energy, a.s., Severočeská teplárenská, a.s., United Energy Invest, a.s., EVO-Komořany, a.s. and Gabit s.r.o.

Ing. Milan Boháček
Director General

SM-UE-1802_P1

Annex. 1 - Table of Contractual Penalties

to Directive SM-UE-1802 Contractual Penalties for Breaches of Safety, Hygiene, Fire and Environmental Regulations

A. WORK SAFETY

Number	Specification of violation	Sanctions
(1)	Failure to carry out demonstrable initial or periodic training on OSH, OHS, OHS of the Contractor's employees and employees of its subcontractors, which includes familiarisation with the specific conditions of the Customer's workplace (explosive environment at the workplace, etc.).	5,000 CZK per person
(2)	Work by the Contractor's employees or employees of its subcontractors without meeting the qualification requirements or without professional or medical competence.	15,000 CZK per case
(3)	The use of equipment, tools, machinery or facilities in an unsatisfactory technical condition or without documented revisions and inspections.	5,000 CZK per case
(4)	Failure to mark workplaces, handed over or rented premises with identification data; failure to place safety signs (prohibitions, orders, warnings and information); failure to implement signals.	5,000 per case
(5)	Failure to mark the Contractor's employees with the Contractor's company brand on work clothing (or similar appropriate Contractor identification).	2,000 CZK
(6)	Failure to comply with the Contractor's obligation under Act No. 262/2006 Coll. to submit the assessed risks and the measures taken to protect against their effects to the Customer in writing (electronic version available).	10,000 CZK per case
(7)	Failure to comply with the Contractor's obligations to cooperate with the OSH coordinator on the construction site according to Act No. 309/2006 Coll., in particular failure to inform about procedures, risks and measures; failure to provide information, failure to inform about other subcontractors, failure to participate in inspection days, etc.	20,000 CZK per case
(8)	Failure to comply with "B" and "BS" orders for work on electrical equipment and for work on machinery; performing work without a "B", "BS" order.	20,000 CZK per case
(9)	Failure to ensure the presence of a responsible employee of the Contractor who communicates in Czech at the Customer's workplaces where foreign employees are located.	10,000 CZK per case
(10)	Failure to ensure OSH during earthworks and excavations in accordance with NV No. 591/2006 Coll. - in particular, failure to ensure proper covering or marking of excavations against falling of persons, failure to secure the walls of excavations e. g. by means of anti-collapse casing, etc.	20,000 CZK per case
(11)	Failure to ensure OSH conditions when working at heights above the depth according to NV No. 362/2005 Coll. - failure to use fall protection equipment or to ensure that persons are qualified and medically fit to work at heights and above free depth; failure to comply with construction standards or to use scaffolding and suspended walkways and other technical structures; failure to secure areas over which work is carried out and where there is a risk of persons or objects falling.	20,000 CZK per case

(12)	Failure to report an accident at work of an employee of the Contractor that occurred at the Customer's workplace; failure to provide assistance in the investigation of an accident at work.	5,000 CZK per case
(13)	Violation of the prohibition on the consumption of alcoholic beverages and the use of other addictive substances, entering under their influence or refusal to take a breath test to detect the presence of alcohol or to take a test to detect the presence of another addictive substance by an employee of the Contractor or to prevent such a test.	CZK 10,000 per case and banishment for the Contractor's employee from the Customer's workplaces for 1 year
(14)	Failure to wear a safety helmet.	500 CZK per case
(15)	Failure to wear a reflective vest in places where it is compulsory.	500 CZK per case
(16)	Failure to correct a defect preventing the operation of other technologies.	20,000 CZK per case
(17)	Failure to comply with the relevant legislation covering dedicated technical equipment.	20,000 CZK per case
(18)	Failure to observe safety signs and road signs on the Customer's premises; failure to observe the maximum permitted speed of motor vehicles; failure to observe the organisation of loading of by-products (granulate).	Up to 20,000 CZK per case
(19)	Failure to comply with the requirements of legal regulations and technical standards, including ČSN 33 1600 ed.2, on inspections and revisions of electrical equipment - electrical appliances.	5,000 CZK per case

B. FIRE PROTECTION

Number	Specification of violation	Sanctions
(1)	Violation of the Ministry of the Interior Decree No. 87/2000 Coll., as amended, laying down the conditions of fire safety during welding	Up to 30,000 CZK per case
(2)	Violation of Act No. 133/1985 Coll., as amended, and Decree No. 246/2001 Coll., on fire prevention, as amended	Up to 20,000 CZK per case
(3)	Violation of the ban on smoking outside designated smoking areas; in fire hazardous areas, buildings and workplaces with increased fire and explosion hazards at the Customer's workplaces	10,000 CZK per case
(4)	Failure to provide demonstrable fire protection training to Contractor's or subcontractor's employees.	5,000 CZK per person
(5)	Misuse or other reduction in the effectiveness of equipment and material means used for fire protection, in particular unjustified use or theft of fire extinguishers; misuse of firefighting equipment and fire alarm equipment; failure to report the use of hand-held fire extinguishers; damage to other material means and fire protection equipment.	Up to 10,000 CZK per case
(6)	Starting work at workplaces with increased fire and explosion hazards without a completed V-order, failure to comply with preventive conditions and failure to ensure subsequent fire supervision according to the V-order.	Up to 20,000 CZK per case
(7)	Preventing access to emergency exits, escape routes or to electricity, gas and water distribution facilities and fire protection equipment.	Up to 20,000 CZK per case
(8)	Failure to provide the fire technical characteristics of substances and materials used, processed or stored, necessary to establish preventive measures to protect life, health and property.	5,000 per case
(9)	Failure to report the quantity of flammable or explosive	Up to 10,000 CZK per case

substances and their location to the Company's fire brigade (HZSP UE, a.s.).	
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C. PROPERTY PROTECTION

Number	Specification of violation	Sanctions
(1)	Violation of the conditions of access of the Contractor's employees to the Customer's premises.	Up to 10,000 CZK per person + banishment for the Contractor's employee Repeated violation of the ban on entry into the Company for 1 year
(2)	Damage to access equipment (gates, barriers, turnstiles, bollards, terminals, readers, etc.) and traffic signs on the company premises.	10,000 CZK per case and compensation for damages
(3)	Unauthorised use of an identification card by a person other than the person to whom it was issued. Misuse of entry permits for company vehicles bound to the driver's identification card. Entry with an identification card with invalid security training.	Up to 10,000 CZK for the Contractor + banishment for the employees concerned in case of repeated violations of the ban on entry into the company for 5 years
(4)	Loss, destruction or failure to hand over the identification card to the Customer at the end of the work activity or failure to report these facts.	1,000 CZK per identification card
(5)	The Contractor's employee does not have an identification card (cannot show proof of entry permit) or misuses disposable (visitor) identification cards to work on the Company's premises.	2,000 CZK per person
(6)	Refusal to provide identification of a Contractor's employee to a security guard (or security agency) or authorized company employee for inspection.	5,000 CZK per person + termination of the Contractor's employee for repeated breaches of the ban for 1 year
(7)	Refusal to present the baggage for inspection by a security guard or an authorized employee of the Company.	5,000 CZK per person
(8)	Failure to allow security personnel to inspect a motor vehicle bringing in or removing material.	Up to 10,000 CZK per case + termination of the Contractor's employee for repeated breaches of the ban for 1 year
(9)	Unauthorised removal and removal of items from the Customer's premises.	Up to 10,000 CZK per case + banishment for the Contractor's employee for repeated violations of the 10-year ban
(10)	Unauthorized bringing of firearms and explosives onto company premises.	Up to 20,000 CZK per case
(11)	Failure to return loaned function keys to the leased premises to the head of the building facilities management after termination of the lease or termination of the work of the contractual activity (secured locker room), copying keys without the knowledge of the company representatives concerned.	2,000 CZK per case
(12)	Failure to secure leased premises	Up to 10,000 CZK per case
(13)	Repeated failure to close or lock their own vehicles on the Company premises.	Up to 5,000 CZK per case
(14)	Entry of foreign visitors to the company premises without the permission of an authorized Company representative.	Up to 20,000 CZK per case
(15)	Photographing and filming in the Company without an approved application.	Up to 10,000 CZK per case
(16)	Parking of vehicles outside of demonstrably designated parking spaces or parking areas on the Company's premises.	5,000 CZK per case
(17)	Parking a vehicle, which has been granted a single entry permit, on the premises of the Company after 10.00 p.m. without the relevant permit	5,000 CZK per case

D. ENVIRONMENTAL PROTECTION

Number	Specification of violation	Sanctions
(1)	Violations of applicable environmental protection legislation (soil, air, climate protection - regulated substances, nature protection, water, chemical, waste and packaging management) and internal company regulations (in particular operational handling and emergency procedures for environmental protection).	Up to 30,000 CZK per case
(2)	Failure to immediately report operational accidents or accidents affecting environmental quality parameters (soil, water, air).	Up to 20,000 CZK per case
(3)	Violation of the prohibition of handling open fires in the open, especially burning of waste and unnecessary materials.	Up to 20,000 CZK per case
(4)	Handling of hazardous waste without permission of state administration authorities and disposal of waste in violation of the contractual relationship and applicable legislation. Failure to report the removal of hazardous waste generated by the Customer in sufficient time before the loading and removal of the waste.	Up to 50,000 CZK per case
(5)	Failure to comply with the obligation to sort and collect waste according to its nature and characteristics on and off the handed over construction site, in particular: failure to provide a sufficient number of suitable collection receptacles to enable waste sorting; failure to mark collection means and collection points; disorder at waste collection points affecting the operation of the facility; inadequate provision of waste and secondary raw material (metals) collection points; removal of waste usable as secondary raw material for own use without the consent of the Company; collection of waste outside designated collection points without waste receptacles or establishment of unauthorised landfill; failure to provide waste containers for municipal waste and its separable components (in particular for waste that must not be landfilled), causing disorder on or off the handed over construction site, changing rooms, sanitary facilities or rented premises; dumping industrial waste in containers on the Company's premises that are designated for municipal waste; use of waste containers on the Company's premises without its written consent; violation of specific waste management conditions, as stated in the construction or assembly log or other demonstrable document; failure to meet the deadline set by the Customer for the disposal of waste outside the handed over premises.	Up to 30,000 CZK per case for hazardous waste (N), up to 20,000 CZK per case for other waste (O), up to 10,000 CZK per case for municipal waste
(6)	Leakage of oil, chemical and other hazardous substances, in particular: serious threat to the quality of surface water by leakage of petroleum and chemical or other hazardous substances into the Company's sewerage system; serious threat to the quality of groundwater and contamination of soil by unprofessional or negligent handling of petroleum or chemical substances, their packaging or waste; violation of the prohibition of flushing sludge, ash, limestone and similar insoluble substances into sewerage drains; pouring of chemicals in diluted or undiluted state into sewerage drains.	Up to 20,000 CZK per case
(7)	Failure to report spills of petroleum, chemical and other hazardous substances into the Company's sewer inlets.	Up to 20,000 CZK per case
(8)	Unauthorized maintenance and washing of cars -	5,000 CZK per case

	violation of the ban on washing cars, trucks and mechanized equipment on company premises.	
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E. OTHER

Number	Specification of violation	Sanctions
(1)	Carrying out work for a third party without a valid permit.	Up to 20,000 CZK per case
(2)	Manipulation of the Company's technological equipment without the Company's written consent.	Up to 20,000 CZK per case
(3)	Carrying out earthworks without the Company's permission and without marking out utilities.	Up to 20,000 CZK per case
(4)	Damage to underground electrical equipment that has been brought to the Contractor's attention.	Up to 20,000 CZK per case
(5)	Damage to pipelines during ground and overhead work (water, gas, air, steam, hot water, power lines) or railway sidings.	Up to 50,000 CZK per case and compensation for damages
(6)	Failure to adequately store any of the Contractor's raw materials that may endanger the health of employees and the environment; failure to secure these substances against mishandling, misuse and spillage.	Up to 10,000 CZK per case
(7)	Violation of legal regulations and internal regulations for loading, transport of dangerous goods (chemicals, waste, materials, equipment).	Up to 10,000 CZK per case
(8)	Failure to comply with generally applicable laws and regulations and binding internal management regulations of the Company.	10,000 CZK per case

Remark. Where a legal regulation is referred to, it shall be deemed to be the regulation as amended, including its applicable implementing and related regulations.