

Annex to Contract/Order

Terms of execution of works and rendering of services concerning the quality, OH&S, FP and environmental protection of Knauf Insulation s.r.o.

1. These **terms of execution of works and rendering of services** concerning the quality, occupational health and safety (hereinafter „**OH&S**“), fire protection (hereinafter „**FP**“) and environmental protection (hereinafter „**EP**“) (hereinafter „**terms of execution of works and rendering of services**“) apply to all deliveries of works and services carried out for the company Knauf Insulation s.r.o. (hereinafter „**the customer**“) on its workplaces or its facilities. The contractual relationship between the customer and the subject executing the works and/or rendering the services (hereinafter „**the supplier**“), being the subject to these terms (hereinafter „**the contract**“) and of which they are an inseparable part, arises based on confirmation of a written order by the supplier or countersigning a written agreement, subject matter or a part of which is execution of works, piece of work or a service (hereinafter jointly „**works**“). Without exception, the supplier is also understood as the supplier of any transport services, whether on the import or export side of any material. Each transportation supplier is fully responsible for carrying out transportation in accordance with the relevant applicable generally binding legal regulations, as well as the customer's internal regulations and instructions in the area of quality, OH&S, FP and EP, to which the supplier was notified before concluding the transportation contract, or in another form (by e-mail, in person, by phone) before the transportation itself. In the case of third-party participants, para. 12 of this annex applies.
During stay in the Knauf Insulation area, is strictly forbidden to carry out further service works on vehicles.

2. The supplier undertakes to execute the works in a professional manner and in the required quality, in accordance with generally binding legal regulations, as well as internal regulations and the instructions given by the customer regarding the quality, OH&S, FP and EP, of which the supplier was made aware before commencing the works. The supplier is obliged to sign a contract with the customer on mutual relationship and responsibilities on the customer's workplace in the form of a protocol on "Work Permit" before commencing the works.
 Since the moment of handover of the workplace, the supplier bears the responsibility for the workplace, in particular that the generally binding legal requirements regarding the quality of the work, OH&S, FP and EP, the contract and these terms of execution of works and rendering of services will be consistently followed during execution of the works.
 The supplier undertakes to get familiar with the technical, qualitative and other conditions of the execution of works before commencing the works and provides such resources and personnel with respective skills, qualification and expertise and health capability as necessary to execute the works.

3. The supplier is fully responsible for appropriateness and safety of all works, working methods and technological procedures used on the workplace. Furthermore, during the execution of the works, the supplier:
 - a) is responsible for the execution, safety and health protection of all persons on the workplace and for keeping the workplace in proper conditions in order not to endanger these persons,
 - b) will arrange all necessary precautions to exclude dangers and threats to the employees during execution of the works and to protect their health and ensure their safety as well as will control respecting these precautions, in particular, will secure that all persons on the workplace are properly trained and instructed and follow all terms regarding the quality of the work, OH&S, FP and EP according to the respective legal regulations, the contract and these terms of execution of works and rendering of services and the instructions given by the customer,
 - c) is responsible for protection of the property, protection against fire and safety protection on the workplace and will arrange all the preventive precautions to the agreed extent at own costs
 - d) prevents access to the workplace to unauthorized persons, arranges all appropriate preventive precautions to protect the public and the environment on the taken-over

- workplace, to prevent damage to property and infringement upon the rights of the third persons, among others due to pollution, noise, vibration, dust or other reason arising as the consequence of execution of the works,
- e) shall carry on such measures so that the impact on environment arising as the consequence of execution of the works would not exceed the values specified in legal acts and/or by local authorities,
 - f) will keep the taken-over workplace and its surrounding tidy and clean and will continuously will at own costs remove and dispose all waste arising from execution of works from the workplace and adjacent areas and will deposit the waste on the designated places.
4. The supplier and the customer are obliged to keep each other informed, prior to commencing the work, about risk connected to the execution of works on the taken-over workplace, about the preventive measures taken and about the arrangements for first aid provision, fire fighting, execution of rescue operations and evacuation of the employees. The customer as well as the supplier is obliged to provide this information to their employees.
 5. The supplier and the customer will arrange an effective cooperation of their employees on workplace in order to create conditions for meeting the requirements of these terms of execution of works and rendering of services.
 6. The supplier's employees have to be distinctly marked on their working clothes during the execution of works and all the time during their presence on the workplace of the customer, in order to distinguish them from the employees of the customer or other subjects. The supplier's employees are obliged to use assigned appropriate Personal protective equipment (hereinafter „PPE“) according to hazards associated to the type of work, during their operation on the customer's workplace. These will be provided at the costs of the supplier and by the supplier prior to the start of the works.
 7. The supplier's employees are obliged to use following [certificate](#) PPE as minimum standard during the execution of works and all the time during their presence on the workplace of the customer:
 - a) Protective helmet
 - b) [Hight visible vest – yellow color](#)
 - c) Protective working shoes
 - d) Full body harnesses equipped with lanyards and fall arrestors. PPE for working at height have to be used during the execution of works which requires difficult body position (e.g. working over handrails, etc.), when employees are exposed to the hazard of fall. It is banned to use safety belts as a PPE against fall from height.
 - e) It is required to use high visible working clothes during the execution of construction works on the workplace or works on road.
 - f) [It is forbidden to enter the production part of the plant and warehouse or loading areas and work in short pants](#)
 8. The supplier accepts that control of adherence to the provisions of these terms of execution of works and rendering of services will be carried out by the representatives of the customer during the execution of works on the customer's workplace and to participate in workplace Incidents investigation. These controls carried out by the customer does not affect the responsibility of the supplier to arrange and control the respective legal regulations regarding the quality of work, OH&S, FP and EP, the contract and these terms of execution of works and rendering of services.
 9. The supplier is obliged to make the customer aware on all circumstances that may result in threats to life and health of the employees of the customer or other subjects, in causing damage

to the environment, and to the property of the customer or third persons and to inform customer about any accidents, incidents or near misses without delay.

10. The supplier's employees are not allowed to use the machinery and equipment of the customer without prior agreement with the customer. This agreement shall be documented in the construction/assembly log; in the case there is no such log being kept, the agreement will be documented in the "Work Permit".
11. In the case of breach of these terms of execution of works and rendering of services, the customer is authorized to impose on the supplier a contractual penalty in the amount of **200 €** for each individual case, payable within 5 days following the delivery of the notification of its exercise to the supplier. The customer is authorized to impose on the supplier a contractual penalty in the amount of **2.000 €** for each individual case, payable within 5 days following the delivery of the notification of its exercise to the supplier in the case of breach of these terms of execution of works and rendering of services more than twice, starting with the third breach and/or *in the case of a serious work injury* connected with breach of these terms of execution of works and rendering of services. The customer is authorized to set the contractual penalty of against to the agreed reward for the works as invoiced by the supplier. Repeated breach of these terms of execution of works and rendering of services, besides the right to impose the contractual penalty, authorises the customer to immediate withdrawal from the contract by the customer. Payment of the contractual penalties pursuant to these terms of execution of works and rendering of services shall have no impact on the right of the customer to claim damages.
12. In the case that, in accordance with the provisions of the contract, the supplier arranges the execution of the works via a third person, the supplier remains fully responsible for execution of the contract and these terms of execution of works and rendering of services. The provisions of these terms of execution of works and rendering of services referring to the employee of the supplier are fully applicable also on the sub-contractor of the supplier and/or their employees. The supplier undertakes to arrange the compliance with theses terms of execution of works and rendering of services by the sub-contractor of the supplier and/or the employees of such sub-contractor.

Nova Bana, date

Customer

Supplier

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