Guideline No. 53

Rules of Operation for External Organisations (PEO)

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1. PURPOSE OF STANDARD

1) The Rules of Operation for External Organisations in Continental company site (hereinafter „PEO“ – pravidlá pre externé organizácie) are issued in accordance with internal rules of Continental Matador Rubber, s.r.o. a Continental Matador Truck Tires, s.r.o. (hereinafter Continental), based on application of generally binding legal regulations, established management systems, and Continental´s voluntary commitments and policies. The scope of the Rules covers the areas of environmental protection, occupational health and safety and fire protection.

2. SCOPE OF APPLICATION

1) PEO are binding upon any supplier executing any type of contractual work, irrespective of its extent or nature, within the Continental site.

2) PEO apply reasonably, mutatis mutandis, also to Continental employees (e. g. in respect of inspections, enforcement of sanctions etc.).

3. DOCUMENTS THAT APPLY

- Organisational Regulations
- Sm 35 Security Principles
- Sm 39 Fire Statute
- Sm 36 Principles of handling occupational injuries and almost accidents
- Sm 33 Environmental Protection Management
- Sm 20 Management of traffic and logistic activities

4. DESCRIPTION OF ACTIVITY

4.1 General Provisions and Requirements

1) Throughout the time of its operation within Continental, a supplier shall abide by all applicable provisions of generally binding legal regulations concerning environmental protection, safety and health at work and fire protection, as arise from the Slovak legislation as well as from specific requirements of the Purchaser (hereinafter „requirements“ only).

2) This PEO contains provisions the observance of which is of particular importance for the Purchaser. Omission of any obligation in PEO shall not relieve a supplier from its liability for abidance by all obligations referred to in the first paragraph. The foregoing does not prejudice any other obligations of the parties as may arise from other legal provisions.

3) Prior to entering a construction site or operating facility a supplier shall notify the head of operations (production manager or shift foreman) of its presence. An appointed person of the supplier shall be responsible for its staff and must be continuously aware of location of presence of its staff.

4) Within the purchaser´s premises the Supplier´s staff may move and stay only in locations related to its work performance. Entry to other premises is strictly prohibited!

5) A supplier shall be liable for safety of its own staff. A supplier shall be fully liable for any injuries or other harm to health of its staff, unless these are due to an act or omission by the Purchaser.
6) A supplier shall immediately report any extraordinary event (e.g. occupational injury, fire, environmental incident etc.) to Continental Fire Alarm Centre (ext. 2222) and ESH Department. A supplier shall immediately report to the Department any hazardous event (almost accident) with potential harm to health, environment and assets (property).

7) A supplier shall handle any Purchaser’s assets with due care and take precautions to avoid damage to such assets due to its negligence or misconduct. A supplier shall continuously keep its workplaces or leased areas reasonably tidy and clean, as appropriate with regard to the nature of works involved. After completion of works the workplace or leased areas shall be brought to the original condition at supplier’s own cost. The foregoing shall also reasonably apply, mutatis mutandis, to any areas and facilities of the Purchaser used by the supplier (e.g. buffets (snack-counters), sanitary and welfare facilities, changing rooms, etc.).

8) A supplier shall be liable for indemnification for any damage evidently attributable to supplier’s conduct.

9) A supplier shall be liable for indemnification for any damage attributable to its failure to abide by these Rules or requirements of applicable legislation.

10) In cases involving no hazard to health or life of the supplier the Purchaser shall require the supplier to intervene, within its reasonable possibilities, to avoid or eliminate consequences of damage to Purchaser’s property of any kind. This requirement shall apply irrespective of the source and circumstances of possible damage.

11) A supplier shall report to a supervisory staff any noticed damage or conduct conflicting with legislative requirements, PEO or customary practice. Depending on the nature of the matter it shall be reported to the nearest Purchaser’s staff or the security service staff safeguarding the company.

12) PEO shall apply, mutatis mutandis, to any supplier to an extent corresponding to the scope and nature of works executed by it. Any exception from PEO must be specifically stipulated in the contract.

13) If a supplier hires a third-party company to engage in the execution of its works, it shall be fully responsible for full communication of PEO to such third party (i.e. its sub supplier). Any third party employee shall be considered to be the supplier’s employee.

14) Imposition of contractual penalty upon a supplier shall not prejudice the Purchaser’s right to claim damages or withdraw from the contract.

15) A supplier may be present on the Continental site only for purposes of executing agreed works and only in areas necessary for such execution.

16) Whenever a supplier executes any works within Continental site it must have an authorized staff appointed to communicate with the representative of Continental.

17) Any binding order or contract concluded with a contractual partner operating within Company’s site must contain provisions set forth in Annex 7.

4.2 Environmental Protection

4.2.1 In General

1) A supplier shall take due care in its activity to avoid any excessive environment pollution due to application of any unprofessional or environmentally harmful procedures, negligence of its staff, use of improper technical equipment, etc.

2) A supplier shall operate within Continental Company site only equipment in perfect technical condition not
hazardous to the environment (e.g. leakage of operating media and/or fuels, excessive emissions of exhaust gases, excessive noise, etc.).

3) A supplier is bound to use or apply within the Continental Company area especially such materials and technologies friendly to the environment (water, soil, air, flora, fauna and man), hygienically harmless, biodegradable and recyclable.

4) Throughout the term of the contract with Continental Company, a supplier shall maintain valid any relevant approvals, decisions and permits as may be required for the area of environment. A supplier shall be liable for its waste until handover of such waste to an authorized company.

5) It is strictly forbidden to damage any greenery and woody species, and any intervention in them is subject to written approval by EP staff.

6) A supplier shall rectify any pollution or other damage to the environment by bringing it to original condition at his own costs.

4.2.2 Waste Handling

1) Unless otherwise stipulated in the contract, any wastes generated by supplier`s operations shall be supplier`s/inflictor`s responsibility throughout the whole period (from waste generation until handover to an authorized company). Wastes originating from service, maintenance and cleaning works carried out by the supplier shall be considered to be wastes of Continental Company. Wastes associated with supplier`s operations (e.g. worn consumables from tools and instruments, deleted personal protective equipment at work (PPE) etc.) shall be considered to be supplier`s wastes.

2) Construction wastes and wastes from demolitions shall be considered to be supplier`s wastes unless otherwise agreed in writing.

3) A supplier shall preferably dispose its waste via Marius Pedersen Company which provides handling of waste for the Continental Company. A supplier is authorized to dispose its waste via other authorized person only if a disposal via Marius Pedersen Company was refused, this must be immediately reported to the ESH Department.

4) A supplier shall attach one of the following documents to his invoice for the service:
   - confirmation of takeover of the waste to the disposal facility of Marius Pedersen;
   - copy of electronic pass as a proof the waste passed the gate-house;
   - declaration on oath no waste resulted from the activity performed.

5) A supplier shall handle the waste in compliance with the requirements and shall, anytime upon request, prove compliance of handling of the waste with these requirements. A supplier shall keep records on produced waste including proof of way of its neutralization and submit it for inspection upon request of the purchaser.

6) It is strictly forbidden to bring any waste on the Territory of Continental Company!

7) It is strictly forbidden to deposit own waste on locations or in containers reserved for Continental Company or other supplier!

8) Hazardous waste must be deposited and marked visually according to requirements so that the leak of harmful substances in soil or underground water is excluded. Places of depositing of hazardous waste must be secured against access of unauthorized persons. The obligation to mark waste applies also to other (than hazardous) waste.

4.2.3 Air Protection

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1) A supplier must not pollute air beyond the necessary extent. Vessels containing volatile substances must be closed.

2) powder materials must be stored and handled so that excessive dusting at the workplaces as well as of the environment is avoided.

3) It is strictly forbidden to burn any waste including other waste (e.g. paper, wood ...) on the territory of Continental Company even in closed combustion facilities (boilers, ovens, ...!)

4) All sources of air pollution (if so categorized in terms of respective regulations) must be operated according to requirements including running of specified records.

5) It is forbidden to tamper with filtration, air-condition, exhaust and separator equipment.

6) ENVIRONMENTAL PROTECTION Department must be informed without delay of installation of air-condition or cooling unit with over 3 kg fill or of draining / refill of coolant in them.

7) Motors of motor vehicles or other equipment with combustion motors must be off if not performing any activity.

8) It is necessary to inform the ESH Department of excessive emissions of polluting substances in the air

4.2.4 Protection and Economic Management of Waters

1) A supplier is obliged to handle waters economically so that no extensive pollution occurs.

2) Rain, industrial and sewage waters are conducted via mutual sewage pipeline to the water treatment plant.

3) It is strictly forbidden to discharge any industrially polluted waters in sewage! For this purpose the purchaser allocates for the supplier the place of discharge of such waters. If such place is not allocated the supplier is obliged to handle polluted waters the way approved by the purchaser (e.g. by means of own mobile facility). This does not apply to waste waters from cleaning of administration premises.

4) No substances indicated in the Law on waters, Annex No.1 List I – Extremely Harmful Substances, List II – Harmful Substances and List III – Priority Substances may be discharged in the sewage.

5) It is forbidden to park motor vehicles over the sewage and rain drains, in their immediate vicinity or at places where leaked fuels or lubricants could penetrate in surface or underground waters. Standing at such places is allowed only for a period necessary for loading, unloading or performance of necessary activity.

6) It is strictly forbidden to wash motor vehicles, mechanisms, machine technological parts and/or other equipment and materials at other than designated places!

7) Any intervention in sewage system, drinking and industrial water distribution must be reported to ESH Department and to the Department of Water Management of the power generation.
4.3  Occupational Health and Safety

1) A supplier is obliged to observe by performance of agreed works and services all regulations and technological procedures of works and services and basic safety procedures.

2) A supplier must have first aid kit available for cases when provision of first aid is needed.

3) A supplier is obliged to submit to the purchaser prior to performance of the works in particular conditions of the purchaser: general analysis of risks, valid document of the professional ability of his employees to perform all activities performed by the purchaser and their health condition for the respective activity.

4) A supplier is further obliged to use all means of work (tools, machinery, scaffoldings, forklifts, cranes, hydraulic platforms, block and tackles, ladders, means of individual protection against downfall, and the like) in accordance with the requirements. **Only safety straps and their accessory equipment manufactured in compliance with applying standards may be used as means of individual protection against downfall on the premises of Continental!**

5) A supplier shall check at least once a week the observance of OSH by its employees and subsuppliers by means of audits performed by senior staff of the supplier throughout the execution of works on purchaser’s site. Upon request of the purchaser the supplier shall submit record of such audit.

6) A supplier must adapt its execution of works to current conditions in the workplace and on access tracks of the purchaser so that the execution of works complies with occupational health and safety regulations. A supplier as well as drivers of his subsuppliers’ vehicles are obliged to observe road traffic rules.

7) It is forbidden to contaminate or damage roads, sewer inlet covers, traffic signs and markings, adjacent areas, and hamper traffic on roads to other users. It is forbidden to use roads and adjacent areas for storage of materials, unless otherwise agreed in advance with the purchaser.

8) Where excavations are involved, a supplier is bound to properly fence trenches and provide their night lighting. Supplier’s employees as well as drivers of his vehicles and subsuppliers’ vehicles must also follow directing instructions of purchaser’s responsible staff. In case of any damage to property of the purchaser the employees of the supplier and its subsuppliers shall promptly report the damage to the purchaser responsible staff. Any contamination of roads and adjacent areas must be promptly rectified by the party who has caused such contamination, at its own expense.

9) A supplier shall train and instruct its employees to remain at allocated workplace during performance of work and not hang around on site after working hours. Supplier’s staff shall use the designated access routes to enter and leave their workplace.

10) Entry to the premises of Continental is strictly forbidden to persons under influence of alcohol or narcotics and psychotropic substances. Consumption or possession of alcohol or narcotics and psychotropic substances on the premises of Continental is forbidden as well.

11) In case of doubt or by preventive inspection carried out by the purchaser the supplier may be requested to undergo a breath test on use of alcohol and narcotics or psychotropic substances. Positive result of the test or unsubstantiated refusal may be sanctioned up to €1,000 according to Annex No.10.

12) It is necessary to ensure contractually the scope and responsibilities for ensuring of S&H at joint workplaces.

13) Depending on the character of performed activity the supplier is obliged to run construction or installation log and/or other record registering all important facts related to the subject of the contract.

14) If so required due to the working risk the supplier shall secure personal protective equipment (“PPE”) for his employees present in the premises of Continental and check their use. He will further ensure all of his employees performing special works requiring professional and health ability will carry a valid document...
proving this ability and shall present it upon request for an inspection. Violation of the obligations stipulated in this article may be penalized by the amount of €333 for each employee in accordance with Annex No.10.

15) A supplier is obliged to inform its employees on potential hazards at workplaces of the purchaser (risk of injury, fire, noise risk, hazardous chemical substances and the like). He is also obliged to make sure there is no excessive pollution of the working environment as a result of his activity due to use of unprofessional procedures, negligence of employees, use of improper technology, forbidden hazardous substances etc.

16) A supplier must not threaten with his activity safety and health of his employees and the employees of the purchaser and he is obliged to take effective measures to prevent undesired physical and chemical factors.

17) Employees of the supplier must observe no-entry restriction in the hazardous area, they may neither remain in the hazardous area nor may they perform activities specified by special regulations that might immediately threaten the life of an employee or health of other employees.

18) If work is carried out under a raised or suspended load, this must be ensured in another independent manner (support, suspension, etc.)

19) If it is necessary to move the load in any way, there must be no person under it.

4.3.1  LOTO

1) The LOTO (Lockout – Tagout) is applied in entire Continental area. All staff of the contractor are obliged to follow LOTO procedure that is placed closely relevant machine.

2) The supplier is responsible for training own employees and for providing personal LOTO padlock.

3) Personal LOTO padlock is purple. The padlock must be labelled by name of employee and by name his company.

4) The tags must include the name of the employee and the name of the company.

5) Contractor with long-term workplace in Continental-Púchov (more than 6 months) is obliged to equip its employees with their own LOTO locks and labels.

4.4  Transport

4.4.1  General Responsibilities and Authorization

1) A supplier is responsible for observing by all of his employees of generally applied rules of road traffic and rules of traffic in the area of Continental specified by the purchaser (further only „transport rules”). It is allowed to operate only vehicles with valid certification of sound technical condition and with specified equipment.

2) Maximum speed of 30 kmph is allowed in the entire area of the purchaser’s company, if not defined otherwise by a traffic sign.

3) Maximum speed of 15 kmph on external communications and 6 kmph in the internal premises of the production halls is allowed for lift trucks, if not defined otherwise by a local regulation or a traffic sign.

4) Contractual penalty up to €1.000 may be imposed according to Annex 10 for violation of provisions in par. 1) to 3).

5) A supplier is obliged to operate vehicles with special carefulness on all communications within the area of Continental, especially at times of increased motion of employees during shift changes (from 5.50 to 6.45,
from 13.50 to 14.45, from 22.00 to 22.45).

4.4.2 Dangerous Procedures

1) It is strictly forbidden to drive motor vehicles on external walkways for pedestrians! This restriction does not apply to maintenance and cleaning vehicles whose use of walkways for pedestrians is inevitable for the performance of specified works.

2) Driver of a motor vehicle is restricted from activities which lower the level of his perception of the surrounding environment or his concentration on driving of the vehicle (e.g. smoking, use of audio players, cell phones, audio-visual means and the like). Violation of this restriction will be sanctioned by imposition of contractual penalty according to Annex No.10. Employee who committed such violation may be restricted from entry to the territory of Continental.

3) Driver is restricted from placing of load so that it is obstructing his view in straight direction and from using non-approved covering or canvas. Further it is restricted to pass inclined surfaces (e.g. loading ramp) with the front end of the loaded lift truck downwards due to hazard of sliding (toppling) of the transported material. Violation of this restriction may be sanctioned by a penalty according to Annex No.10.

4.5 Fire Protection (FP)

4.5.1 Fire Prevention

1) There is a strict ban on smoking throughout the CMR Company site! Smoking is only allowed in specifically reserved places (smoker corners) appropriately designated by a “SMOKING PERMITTED” notice.

2) Establishing places for smoking (smoker corners) without FP engineer’s prior approval is strictly forbidden!

3) It is strictly forbidden to set fireplaces and burn any materials throughout the Company site!

4) Also, it is forbidden to:
   - obstruct escape tracks, intervention paths, emergency exits, access to fire extinguishers and wall-mounted and outdoor fire hydrants, automatic fire detection and alarm systems, valve stations of fixed fire extinguishers, controls of equipment for heat removal and removal of combustion products etc.;
   - repair any electrical devices by unauthorized persons;
   - use electrical devices that are not standardised and/or not approved by the employer;
   - place any flammable material on top of heating equipment or in its close vicinity;
   - execute any works that might induce fire, especially without proper professional capability for performance of such works;
   - damage PPE or use it for purpose other than for which it is intended;
   - use any flammable fluids for cleaning works except at places designated for such activity.

5) A supplier is obliged to:
   - perform work and other activity in a manner avoiding fire, observe FP regulations and be well aware of Fire Statute, Fire Alert Guidelines Fire Evacuation Plan and other Company’s internal rules concerning fire protection;
   - extinguish any noticed fire using available extinguishers, and if this is not possible, immediately initiate fire alert and call help;
   - know the procedure for initiating fire alert in the Company’s site;
   - promptly report any fire occurrence at workplace to the Fire Alert Centre by calling 2222 (or 042-461 2222 if cell phone is used);
   - upon call of the fire brigade commander participate in firefighting action within their capacity and ability,
and follow such commander’s instructions;
- attend, to the prescribed extent, training in or other professional preparation for fire protection;
- know the location of essential fire protection means at the workplace and be able to handle them;
- make sure the workplace is left in a condition free of any fire hazard after completion of works;
- report without delay any detected deficiencies concerning FP measures to their superior or a person in charge of fire protection tasks.

6) A supplier shall be liable in full for any damage resulting from failure to fulfil fire protection obligations.

7) Any supplier residing on Continental site must have own or a contractually hired FP engineer. If the supplier operates workplaces on Continental site with an increased fire hazard, it shall set up a fire patrol of the workplace and mark such workplaces with appropriate warning signs.

8) A supplier shall keep and present upon request of the Purchaser or an appointed person of Plant Fire Brigade authorized by the Purchaser all fire protection documentation as required under applicable generally binding regulations regarding fire protection.

4.5.2 Fire

1) In case of detection of fire each person is obliged to perform all reasonable measures for stopping of fire (entire extinguishing, calling of firefighting brigade ...) and in such manner that by this activity he/she does not threaten his/her or somebody else’s health or life. In case of visual or acoustic fire alarm on the premises each person must immediately stop working and leave the premises.

2) Each employee of the supplier must know the numbers for internal emergency calls indicated in Annex 4.

4.5.3 Works with Increased Danger of Start of Fire (further only „Hot Works“)

1) Hot works (welding and cutting with electric arc or flame, grinding, cementing of flammable floor and roof claddings, inevitable use of open fire or high temperatures) may be performed only if the conditions indicated in the Operation Manual on performance of Hot Works are met.

2) Upon performance of such works the supplier is obliged to set up at his own cost fire assistance watch meeting requirements of the Notice 121/2002 on Fire Prevention and ensure the inspection of the workplace lasting at least one hour after completion of works. After lapse of this period the supplier is obliged to report completion of works to an appointed person.

3) 3) The following principles apply to Hot Works:
   a. the Hot Works form is issued for one job and one day,
   b. the place of performance must always be inspected prior to the commencement, during and after completion of the work by the fire brigade staff and by the authorized person,
   c. every Hot Works license must be signed by all persons and archived for one year
   d. a fire technicians, authorized person, ESH employees can disable the work at any time if the proposed rules are clearly violated,
   e. the fire technicians will approve Hot Works only after all proposed measures have been completed.

4) Supplier must secure at own cost safety and protection by work with open fire and fulfilment of all requirements specified in the permit for performance of hot works.

4.6 Use of the mobile phones (MP) and other Mobile Electronic Devices (MED)

1) Everyone is required to use MP and MED in such a way that they do not endanger the safety of themselves
or others, the quality of the production, the planned performance or do not cause any other damage.

2) During working meetings, the use of MP and MED is limited to the necessary cases and in a way that does not disturb the other participants in the meeting.

3) It is forbidden:
   1. Use of MT and MZ during vehicle, bicycle, handrail, semi-finished product cassettes, etc. This does not apply to handsfree devices that are part of the vehicle.
   2. Use MP and MED during machine operation, use of hand tools or other work.
   3. Use MP and MED during walking in production areas. When using MP, it is necessary to stop in a safe place and continue the walk until the end of using MP.
   4. Use of MP and MED in environment classified as explosive (Ex) except for devices approved for use in such environments.
   5. Photographing and creating audio or video recordings, except when the director of the race has been approved for such activity.
   6. Creating private wireless hotspots and other types of private data networks throughout the Continental area.
   7. Charging MP at the sockets of the process equipment.
   8. It is forbidden to use listening or hands-free systems when using sound output (headphones) to both ears at the same time (one ear must always remain "free").

4) The prohibitions set out in points 3), 1-3. this point does not apply to emergency situations where the use of MP is necessary to avert imminent health, accident, damage to property, environment or other events with serious negative consequences; their mitigation. However, there is important to pay more attention to safety.

4.7 Evaluation of Selected Suppliers of Services in ESH Field

1) Evaluation of selected suppliers of services in ESH field is carried out by the ESH department every 12 months.

2) Evaluation of activity of selected suppliers is carried out according to criteria specified in the “Evaluation of Suppliers of Services at Continental Púchov in ESH Field” form by filling this form. Suggestion of further measures and classification of the supplier in the resulting category forms a part of the evaluation.

3) Filled form of the supplier evaluation shall be delivered to the evaluated supplier and to the Purchasing Division.

4) Efficiency of further measures is reviewed during the next evaluation of the supplier of services, in case of serious shortcomings a repeated evaluation of the supplier is carried out after the end of period agreed for remedy of detected shortcomings.

5) Persistence of serious shortcomings may lead to termination of contractual relation with the supplier.

4.8 Extraordinary Events and Accidents

4.8.1 Environmental Incident

1) Supplier is obliged to report without delay any detected (even if not caused by his party) environmental incident in compliance with Art. 4.1 par. 6.
2) Supplier is obliged within his available capacity to prevent the occurrence of an environmental incident and/or eliminate consequences of resulting damage no matter he caused it or not. This provision does not apply if his life or health were threatened.

### 4.8.2 Industrial Accident

1) Such event as fire, explosion or excessive leakage in water, soil or emission in the air with presence of one or more selected hazardous substances is understood as industrial accident, resulting from uncontrolled development and leading to serious damage or threat to life, human health, environment and property within or off the premises of the plant.

2) In case of accident each employee is obliged to follow instructions and rules specified for the particular event, e.g. accident plan, evacuation plan, fire/alarm directives, etc.

### 4.9 Civil defence

1) Extraordinary event is considered any event where normal works have to be suddenly (unforeseeably) interrupted due to effects of external circumstances leading to direct damage to property or resulting in unidentified threat of larger significance.

2) The following extraordinary events are subject to reporting: leakage of dangerous harmful substance; environmental incident, natural disaster requiring evacuation of persons, transfer of equipment, or long-term interruption of production, accident or fire involving buildings, plant and machinery, resulting in interruption of production, hazard to employees due to release of harmful substances from other sources insofar as this causes interruption of production, interruption of production due to a strike and/or strike alert, interruption of production due to an anonymous announcement of placement of an explosive or poisonous substance, outbreak of epidemic, occupational injuries, effects from external road or railway transport, theft of government assets (material reserves, mobilisation reserves, etc.) with value over €3,333, loss of documents or other serious violation of security of confidential information, other extraordinary events disrupting the economic mobilisation (further “EM” only) system.

3) Any extraordinary event which is subject to reporting shall be reported to the Company's Managing Director and respective state administration bodies and municipality bodies depending on character of extraordinary event.

### 4.9.1 Forms of Warning in Case of Extraordinary Event

1) Any occurrence of extraordinary event within CONTINENTAL site which might threaten health and lives, the environment, or property shall be notified to employees and citizens by a warning siren tone.

2) Such signal shall be a 2-minute warble tone (general threat). Another option is broadcasting of alarm by the plant radio and/or by municipal and community radio with addition of instructions and information for the population.

3) After sounding the siren an announcement will follow with information on particular type of event and recommendation regarding behaviour of population. In case the radio or siren warning fails employees shall be informed by megaphones.

4) Partial or full evacuation of employees and other persons present within the Company's site might be ordered as a result of extraordinary event. The evacuation shall follow special regulations.

5) In case of announcement of the state of emergency a supplier shall follow instructions of the Purchaser’s employee responsible for managing activities in case of the state of emergency and tolerate contingent limitations or use of its material equipment, capacities and means to avert the extraordinary event. A
working group leader must have an overview of his workers.

4.10 Control

4.10.1 Control process

1) The observance of REO may be controlled by appointed employees of the purchaser (managing directors, all division directors and department managers and the employees of the purchaser authorized by them, ESH employees, security manager, ZHU employee (Falck FS) and employees of the security service of the company). They are entitled to enter all premises of the company and control all employees that are not employees of the Purchaser.

2) Employee of the security service of the company (SBS) is obliged to prevent entry to the premises of Continental of such machinery which would obviously threaten safety and health of employees or environment. This means in particular life and health threatening cases (e.g. uncovered rotating parts, missing rear view mirrors, dysfunctional lighting and warning lights and the like). This applies adequately also to the area of environment (especially cases of leakage of process media). In case of doubt the SBS employee calls ESH unit or consults the respective case with them.

3) The employee performing control is entitled to enter rented private premises of the supplier only if accompanied by the representative of the supplier. This representative is obliged to allow without delay the entry to the Purchaser for the purpose of control.

4) If a violation of REO is discovered by an employee not authorized to perform control he/she shall contact the ESH employee or Securitas security service employee (ext. 3333). If there is a substantiated threat the evidence of REO violation will vanish till their arrival he/she is obliged to document these and provide them for the subsequent procedure.

5) An employee of the Contractor, including a person working for or on behalf of the Contractor, shall, upon request, undergo an alcohol or narcotic or psychotropic substance test. The refusal of such an examination without demonstrable health reasons shall result in the immediate expulsion of the employee from the Continental site and the imposition of further sanctions in the sense of PEO, even without the obligation to document under point 4.11.

4.10.2 Identification

1) Employees performing inspection shall upon request identify themselves with ID card.

2) Each employee of the supplier must be visibly marked so that his/her affiliation to the supplier organization cannot be challenged (e.g. company name on clothes, tag, etc.). In case the employee is not marked visibly this way he is obliged to submit an ID upon request of the employee performing control and report his/her affiliation to the supplier organization.

3) A supplier must designate the premises he rents or uses long-term or performs his activities on with the company name of the supplier and the phone number of the workplace manager/foreman (construction shacks, platforms and the like), and/or other employee appointed for contact with the Purchaser. The supplier shall remove these signs after completion of works.

4.10.3 Evidence of REO Violation

1) It is necessary to document the violation by photographs, video recording, radar record, two witnesses
etc. in order to impose sanctions specified in this article. The obligation to document the REO violation lies on the party imposing the sanction. Evidence of REO violation must form a part of the report of violation of rules.

4.11 Imposition of a Sanction

1) Sanction may be imposed by any employee of the purchaser specified in the Art. 4.10.1, par. 1.

2) Sanction must be registered on specified double sided form and sent as a hardcopy to the supplier not later than 5 working days after detecting the REO violation.

3) Violation of REO and type of imposed sanction must be reported to the supplier by phone, electronic mail or fax not later than 3 working days after detecting the violation. In case of expulsion of an employee or machinery/equipment the supplier must be informed in the same manner without delay.

4) A supplier penalized by a contractual penalty of more than €1000 can appeal against imposition of such sanction to the managing director of Continental within 5 working days after delivery of the notice. Such appeal has a suspensory effect. An appeal is submitted on 2nd page of the reporting form (see Annex No.5).

5) Appeal can be submitted also in case of permanent expulsion of an employee or machinery/equipment from the premises of Continental but not in case of a single expulsion of an employee or machinery/equipment.

6) Appeal according to this paragraph does not have a suspensory effect.

7) Upon request and in cooperation with the employee of the purchaser responsible for supervision of the supplier the SBS will make sure the employee or machinery/equipment leaves the area of Continental. The employee of the supplier is obliged to respect the order to leave the company or to transport the machinery/equipment out of the area of Continental.

8) Managing director of the company shall communicate the decision on confirmation, dismissal or change of imposed sanction to the employee who imposed the sanction within 5 days after receipt of the appeal. The latter is obliged to inform of this decision the supplier who submitted the appeal and the person who imposed the sanction, without delay.

9) Imposed sanction becomes executable if the employee who imposed the sanction receives no standpoint or receives a confirming and/or changing standpoint from the managing director of the company within 15 working days after sending the notice of imposition of the contractual sanction.

10) If the managing director of the company reverses the decision of imposition of a sanction the employee who imposed the sanction does not proceed in the matter any further.

11) Contractual penalty is realized by invoicing. The employee who imposed the sanction shall issue an order for invoicing and forward it to the invoicing department which shall issue an invoice for the supplier with an amount equal to the imposed or changed contractual penalty.

5. RESPONSIBILITIES

1) Manager of the ESH department and the division directors and the department managers are responsible for the fulfilment and adherence to the provisions of this standard of the internal legislation of the company.

2) Managing directors of the company are responsible for the control of observance of this standard of the
internal legislation of the company, and at the same time they are appointed to explain the provisions of this standard of the internal legislation of the company as well as to decide on eventual disputes.
Measures in the Area of Working Safety and Health Protection

1. **Employee in charge of management of the work team** is responsible for working safety and health protection of the employees.

2. It is **forbidden to bring firearms, stabbing weapons, explosives and alcoholic beverages** to the premises of Continental Matador Rubber, s.r.o. and Continental Matador Truck Tires, s.r.o. Púchov (further CONTINENTAL only). Strict **prohibition applies to use of alcoholic beverages, narcotics and psychotropic substances and entry under their influence** on the premises of the company.

3. Potential risks on the premises of CONTINENTAL:

   - Encounter (trapping, pressing or banging against, overrun) of persons with motor vehicle, lift truck, construction machine, handling cart, railway car, technological equipment.
   - Trapping, pressing, cutting by technological equipment (machinery).
   - Burns of persons by hot parts of technological equipment (machinery).
   - Scalding of persons from process media of technological equipment (machinery).
   - Slips, trips, bad step, stepping on, falling of persons on communications, stairways, railroad crossings.
   - Construction hazard (falling of persons from height, falling of objects from height, uneven surfaces, ditches, excavations, shafts, motion of construction machines and the like).
   - Warehousing (collapse of stock of pallets, motion of handling vehicles, use of damaged pallets).
   - Increased noise and dust at certain workplaces.
   - Electric hazards (damaged covers, damaged insulation, malfunctions, handling of electric equipment by untrained persons).

4. The employees are obliged to respect instructions of the supervising workers, observe directives and safety regulations valid for safe motion, handling of secondary raw materials and waste, traumatology plan. All workers are obliged to observe restrictions and orders according to warning safety signs, marks, notices at the company and traffic signs.

5. Each employee may enter **only premises and workplaces designated for his work**. Entry to other workplaces and premises without authorization is prohibited.

6. In case the employee performs operations where professional skills are required he/she must **carry** operation permit, authorization, certificate..., to prove such skills, **with valid update** and **for the operations really performed by the employee**.

Information: valid original of the standard is published on website, hardcopy is unmanaged copy of the standard.
7. Any machinery, workplace and working activity is characterized by certain risk which cannot be excluded (general risk of work). Compounds (mixtures) Production, OP Press Shop, with presence of noise, chemical materials, high temperature, VZV motion are the most hazardous operations in CONTINENTAL. The employer is obliged to identify risks and manage them by means of technical, organizational and education measures.

8. **Each employee is obliged to wear proper personal protective equipment** (PPE) at work. PPEs must be certified. All employees in production or at the construction site have an obligation to wear at least safety footwear and protective clothing. The use of PPE is further dependent on risks resulting from working activity performed (welders, works in height, eye and hearing protection...). PPE must be properly attached/fastened without freely drifting parts.

9. Drivers of all means of transport are obliged to respect provisions of the Act No.8/2009 Col. - On Road Traffic, as amended, MV SR Notice No. 9/2009 Col. and other related regulations. In case crossroads are not marked by a traffic sign such roads are to be considered as roads of same kind.

10. Pedestrians are obliged to use designated walkways for their motion on the premises. Drivers of cars, VZV, construction machines and the like are **not allowed to drive the walkways. Parking** of vehicles on designated areas only.

11. Maximum allowed speed of means of transport within the company for:
   - Cars, trucks, construction machines: **30 kmph**
   - Motor lift trucks on external communications: **15 kmph**
   - All vehicles within internal premises (in halls): **6 kmph**

12. Before entering the railroad crossing each person is obliged to **make sure if he/she can pass safely**. It is prohibited to crawl under or jump over rail wagons if the train is standing on the railroad crossing.

13. Maintain cleanliness and order at your workplace. Put all unnecessary objects in place.

14. Make sure internal and external communications, passages, entrances, exits, accesses to fire ladders, fire extinguishers, hydrants, electric switchboards, switches and technological equipment are free, unobstructed with any material. Make sure they are not being damaged during the works.

15. Make sure all construction sites, ditches, excavations, conduits and sewers in the terrain around the workplace are surrounded by fence or covered by protective equipment. Always cover or enclose any opening after taking apart floor surfaces, e.g. after removing floor racks, manhole covers etc. in order to prevent falling of persons. Removed segments of guardrails must be substituted by temporary barrier of conspicuous color, so that no persons can fall over unenclosed area.

16. In case any faults are discovered or occur, or problems arise which were not considered in relevant working policy and these threaten health or life of the workers **an order has to be given to cut immediately all works and inform respective responsible manager and/or a person carrying out professional supervision of the construction. Works may resume only after remedy of all malfunctions**, i.e. solution of the respective problem.
17. Upon leaving the workplace (at the end of the work shift, during work-break, or other departure) always carry out measures like put out open fire, turn off gas and water supply, switch off electric appliances, etc. (to avoid risk of fire, explosion, gas leakage, flooding of room or injury to other persons).

18. Dismantle all helping equipment after finishing of works.

19. Do not tamper with electric devices including lightning protection system, reserved technical equipment (electric, pressure, lifting and gas devices) and fire protection equipment without prior notice to their operator.

20. Employees of the organization are obliged to respect instructions of the inspection bodies of CONTINENTAL, including employees of Work Safety and Environment Protection, Fire Protection and Security Service.

21. Employees of the organization are obliged to follow the rules when handling secondary raw materials and waste according to instructions valid at CONTINENTAL. They must also arrange for disposal of own waste (removal of paint cans, panlux waste, mineral wool, glue barrels and other harmful substances).

22. Any work injury (reported, registered, serious) of an employee of the organization must be communicated without delay to CONTINENTAL’s respective responsible employee in charge of construction inspection, and/or to the workplace manager. Occurrence of dangerous event (almost accident), threat of serious industrial breakdown, environmental incident or other accident must be reported, too.

23. Provision of first aid to the injured is an essential moral obligation of each employee. Each employee must be familiar with first aid principles to such extent that he/she is able anytime to help injured colleague and save his/her life. The following instructions must be observed when providing first aid with regard to safety of the affected person as well as the resucer:

   - stop or eliminate the source of injury (STOP push button, safety cable, main switch etc.), release and lay the injured at safe place
   - provide first aid to the injured on the spot (if conditions allow it or at nearest safe place), make sure that transfer to such place would not delay first aid actions (clearing air passages, artificial respiration, stoppage of bleeding),
   - call quick ambulance service on phone number 155, and/or in case of less serious injury (no direct threat to life) vehicle of quick ambulance service on ZHÚ phone number 2222,
   - operators are obliged to keep machinery and/or place of work injury untouched in original state so that the cause of injury can be investigated impartially. There is a principal obligation, however, to take measures on the equipment or material to eliminate additional threats to the injured or other persons.
Measures in the Area of Fire Protection (OPP)

1. Behave so that **no cause arises** for fire to break out at the workplace, especially when using heaters, electric, gas and other appliances, by storage and use of flammable substances or fire risk substances and by handling open fire.

2. **Extinguish** observed fire, if possible, by all **available means**. If it is not possible, **sound fire alarm immediately and proceed according to fire alarm directives**.

3. Smoking is forbidden in the entire area of the company except marked premises. Smoking is allowed only in the premises marked by a "Smoking allowed" or "Smoking Corner" sign. **No smoking rule applies also to all cabins/cockpits of transport means present on the premises of CONTINENTAL**.

4. Become familiar with fire alarm directives, fire code, fire evacuation plan and workplace traumatology plan.

5. Follow orders, restrictions and instructions at workplace in order to secure fire safety at work.

6. Know places, equipment and/or their parts with increased danger of start of fire or explosion and measures of elimination of start and extension of fire.

7. **Know location of nearest fire extinguishers and other material means of fire protection at workplace**.

8. **Prevent damaging** of technical firefighting equipment as well as warning signs of objects (buildings).

9. Maintain permanently **free emergency exits, escape and rescue routes, gathering platforms and access to them as well as access to mains switches, water and gas turn offs, fire extinguishers, fire water conduits, starters and distribution of fixed and semi-fixed fire extinguishing equipment, detectors of electric fire detection system and detectors of gas detection system**.

10. Ensure that the workplace is left **after working hours in perfect condition in regard to fire safety** (closed fire shutters and inlets of combustibles, switched-off electric supply etc.).

11. **Do not store flammable materials close to heaters and other appliances**.

12. **Follow instructions indicated in the fire code of the workplace** at workplaces with increased hazard of start of fire.


14. **Follow technological procedures and work discipline**.

15. Observe principles of fire safety by activities with increased danger of start of fire,

16. **Report to your superior defects** which could jeopardize fire safety and, if possible, actively participate on their remedy,

17. Participate in regular trainings on fire protection or professional preparation of fire patrols,

18. Fulfil other obligations resulting from regulations on fire protection.

Information: valid original of the standard is published on website, hardcopy is unmanaged copy of the standard
Employees of the supplier are prohibited to:

1. **Leave the workplace** without consent of their superior;
2. **Smoke in other than designated areas**;
3. **Use organic solvents** (flammable liquids) for degreasing of equipment, floors etc;
4. Use arbitrarily or damage fire extinguishers, firefighting equipment, warning/signaling devices;
5. **Damage fire protection documentation**, especially the fire code of the workplace, fire alarm directives, fire evacuation plan, warning signs and notices;
6. **Wash clothing and other work gear in flammables**;
7. Dry work clothing and textiles on heaters and technological equipment (hot pipelines etc.);
8. **Store flammable materials near heaters and other appliances**;
9. **Store flammables in other than designated premises**;
10. Enter sewers, shafts, tanks and other underground spaces and climb floating roofs of tanks without written work permit and fulfilment of respective safety measures;
11. **Perform any works with flame or at high temperatures without valid written permit for hot works**;
12. Work in explosion or fire hazardous environment without intrinsically safe tools and without electric appliances with proper design and covering appropriate for the respective environment.
The most frequent signs and symbols used in the area of Continental Company

Do not use water!

No forklift!

Switch off mobile!

No entry!

Entry prohibited!

No smoking!

Do not store pallets and other material!

Do not use open fire!

Telephone

Escape direction

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ATTENTION!
Narrow space

Use pathway!

Use protective gloves!

Secure the technical gas cylinder!

ATTENTION!
Movement of load

Be careful!

Use seatbelts!

Use safety rope!

Information: valid original of the standard is published on website, hardcopy is unmanaged copy of the standard
Use protective equipment!

Wash hands after work!

Fire extinguisher

Fire alarm button

Monitored by camera system

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Emergency Calls and Useful Contacts
Dial 042/461 and respective extension if calling from a cell (mobile) phone, e.g. dial 042/461 2222 for calling ZHÚ (Plant Firefighting Department)

2222  **Internal Calls**
Hot Line – Plant Firefighting Department
(reporting fire, occupational accident, environmental incident etc.)

2223  Announcement of start and completion of Hot Works (PsVT)

3333  **Shift Commander of Securitas security service**

3152  Fire Protection Coordinator

2901  Head of OSH (Occupational Safety and Health) Department

2999  ESH Manager

2474  CMR Plant Managing Director secretariat

2854  CMTT Plant Managing Director secretariat

2975  Continental Company Green Line

2975  **External Calls**

112  Emergency line (Integrated emergency system)

150  Firefighters

155  Emergency Ambulance Service

158  Police

0911 574107  Health Transport Púchov

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Notice of Violation of Rules and Imposition of Sanction
Print this notice double-sided without header and footer ! ! !

Be informed that due to violation of the Rules of Operation for External Organizations and in accordance with the Article “Special Provisions Concerning the Area of Environment, OSH, Fire Protection and Extraordinary Situations” constituting a part of the valid contract No. ........................................ between Continental Company and your organization

the following sanction has been imposed upon you:

☐ Notice of Violation of Rules (without sanction)

☐ Expulsion of a worker or technical equipment from the premises of Continental Púchov.

☐ Permanent ban on entry of an employee or technical equipment to the premises of Continental Púchov.

☐ Imposition of contractual penalty of € .................................

Description of circumstances resulting in imposition of sanction and reason of imposition

Evidence attached

Sanction imposed by: .......................................................... Signature ........................................

PEO Violation Date .................................................. Notification Issue Date ............................

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Advice

1. An appeal against this sanction may be filed with Managing Director of Continental Company within 5 days from service of the sanction.
2. The appeal shall have suspensive effect (for details refer to PEO, Article “Imposition of Sanction”).
3. The decision of the Managing Director shall be final and immediately executable.
4. In case of imposition of a penalty an invoice shall be issued to you in the amount of the penalty, excl. VAT

Appeal Against Imposition of a Sanction

Text of Appeal

___________________________________

Name and surname of the person authorized to act on behalf of the supplier

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Appeal Filing Date ____________________ Signature __________________________

Appellate Decision

The imposed sanction is

☐ upheld
☐ overturned
☐ modified as follows

___________________________________

Text of Modification

Decision Date ____________________ Signature of company Managing Director

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Obligatory Provision
forming a part of each contract with a supplier operating on the premises of the Continental Company

Art. XY

1.) Contractor (indicate contract partner according his designation in the contract, either as supplier, contractor, provider etc....) is herewith committed to observe during fulfillment of the subject of this contract the "Rules of Operation of External Organizations – Guideline No. 53" and selected parts of "S 35 Principles of Safeguarding of the Company" (further together as REO only) which form an integrated part of this contract and are available also on the Internet website http://matador.sk/ in the "Management Systems" part.

2.) Contractor is committed to inform on REO all his employees and all third persons who will fulfill the subject of this contract. Upon request of the Purchaser the contractor will submit a written record on fulfillment of this obligation.

3.) The contracting parties have agreed that a third violation of the obligation resulting for the contractor from REO will be considered a violation of contractual duties and in such case the Purchaser will have the right to terminate this contract. Termination is effective as of the day of delivery of the notice of contract termination to the contractor. Repeated violation does not refer to any particular article of REO but it is cumulated from whichever articles.

4.) Contractor is liable to the purchaser for any damage caused by violation of REO. Contractor is committed to cover such damage in full amount within 30 days from the day of delivery of the reimbursement claim.

5.) Contracting parties have agreed that in case the contractor or any of his employees or a subsupplier of the contractor violates obligations resulting from REO the purchaser may charge in each individual case a penalty according to Annex No.10. In case of extremely serious violation of REO the purchaser is also entitled to expel the employee or technical equipment of the contractor out of the premises.

6.) Contractor may appeal against a sanction by the company managing director within 5 days from imposition of the sanction of more than €1000. The appeal against a contractual penalty and permanent expelling of an employee or technical equipment has suspensory effect. Maximum individually imposed penalty is €1660.

7.) The purchaser is obliged to prove explicitly the violation referred to in the clause 3 to 5 (e.g. by a photograph, video recording, witnesses, etc.).

8.) Purchaser and supplier are obliged to inform mutually each other on risks resulting from activities which may directly endanger the employees of the other party. Such informing including further cooperation of the employers on joint workplaces must be confirmed in writing a must be carried out before the start of activity of the contractor on the territory of the purchaser.

9.) Contractor is fully responsible for the state of OSH of all of his employees at the construction site handed over to him and/or at respective operation if not agreed otherwise in the contract.
Operational Regulation for Performance of Works at High Temperatures (further Hot Works)

This regulation is issued in order to follow the requirements of MV SR Notice No. 121/2002 Col. On Fire Prevention as amended and requirements of FM Global Insurance Company. It determines the obligations of employees of Continental Matador Rubber s.r.o. (further CMR), Continental Matador Truck Tires s.r.o. (further CMTT) and their suppliers by execution of hot works.

It applies to all external and internal premises of both companies as well as to newly built, restored constructions.

Hot works may be performed only in workshops with designated place for welding equipped with exhaust system and partitions (screens) against glare and in designated space in front of fitters’ shop of maintenance of the Power Generation.

Hot works according to this regulation are:
Welding and cutting with electric arc or flame, grinding, cementing of flammable floor and roof cladding, inevitable handling of open fire at places with risk of start of fire.

Explanation of basic terms:
- **Hot works** – works at high temperatures
- **Employees performing hot works** – employees of CMR and CMTT and employees of their suppliers performing hot works
- **Workplace manager** – manager of internal company departments
- **Authorized person** - manager of internal company departments, production foreman, maintenance manager, maintenance foreman, construction supervisor
- **Purchaser** – person ordering Hot works (CMR: TlaE – RVZ, production foremen PLT maintenance of DM, Power Generation, maintenance foreman, maintenance of DP, Supporting services – administration of assets; CMTT: TI division)
- **Fire protection assistance patrol** – persons performing control of external and internal premises, at places where Hot works are performed
- **Person who passed professional preparation** – FP technician

Fire Safety Conditions for Performance of Hot Works

a) **Obligations of Purchaser:**

Purchaser shall consider the option of performance of the operation in a manner other than hot works. If it is possible, priority shall be given to such other technical manner. Purchaser shall:
- Organize training for the employees of the supplier who will perform Hot works, via Education Institute, whereby each welder trained must present valid welding license and/or certificate. FP technician shall issue a certificate on participation in training with validity of 12 months or till end of validity of the welding license. The welder must carry such certificate at all times during performance of welding works and present it upon request of ESH employee, Plant Firefighting Department employee (Falck Fire Services).
- Ensure that CMR and CMTT employees performing welding and cutting with electric arc or flame have valid professional ability for such activity
- Require fulfilment of requirements of STN 05 0601, STN 05 0610, STN 05 0630 from employees performing Hot works.
- Ensure that employees performing Hot works have their flame welding apparatus equipped with portable S2 snow fire extinguishers and/or P2 powder fire extinguishers and have available their own powder fire extinguisher, min. 6kg, or S5 snow fire extinguisher, bucket with water and fireproof blanket, if not specified otherwise by the FP technician. It is prohibited to use for Hot works the portable fire extinguishers pertaining to the workplace.
- Ensure that technical condition of welding apparatuses of the employees performing Hot works (welding) is checked prior to start of works for cleanliness, completeness and tightness of connections of power supply and/or welding gases.
b) Obligations of authorized person

- **Authorized person shall:**
  - carry out inspection of each spot of the workplace where hot works will be performed, examine fire safety conditions, suggest measures and write them in Hot Works Permit (Povolenie pre PsVT) form, ensure removal, covering and/or isolation of ambient flammable material at least 11m from place of performance of Hot works, openings in floors and walls must be covered to prevent sparks falling to places located underneath.
  - ensure on premises with risk of hazardous concentration of flammable vapors and gases measuring of such concentration and ventilate the premises till the concentration is lower than the lower limit of explosion.
  - ensure removal of remains of combustibles and measuring of concentration of flammable vapors and gases by works in tanks with flammable content.
  - fill PsVT (Hot Works) Permit in part A, B and specify in C the conditions and measures regarding fire safety; record the permit with ZHU Falck Fire Services a.s., ext. 2223; enter in the permit form the order number assigned by fire hotline operator.
  - bear responsibility for the issue of written PsVT (Hot works) permit and for performance of ordered measures.
  - PsVT (Hot Works) Permit contains 2 sheets. Authorized person keeps the first sheet of completely filled form with signatures and archives it at the workplace for a period of 1 year. The second sheet must be visibly located on site of Hot works until their completion: **PsVT (Hot Works) Permit is valid for a maximum of 24 hours.**
  - confirm with own signature in the respective box the correctness of permit; review measures and ensure their application. After application of measures the authorized person shall stay on site of Hot works till arrival of FP technician who shall carry out professional preparation of fire protection assistance patrol and approve by own signature (signature of the person who carried out professional preparation) the correctness of suggested measures, adding them if necessary.
  - provide information on running Hot works in addition to handover of working tasks when taking over the shift. In case of any change of conditions on site of Hot works (change of person of fire safety at the workplace, employees performing the activity, or any other change having effect on fire safety of the workplace) the authorized person shall issue a new permit for Hot works.
  - ensure that the employee performing Hot works reports real time of completion of Hot works, this time is entered in PsVT (Hot works) Permit and reported to the fire hotline operator of ZHU Falck Fire Services a.s., ext. 2223.

- **Fire Protection Assistance Patrol**
  - At least 1-member fire protection assistance patrol consisting of Hot work employees must be established for the said activities.
  - At places with increased hazard of start of fire or explosion the FP technician shall consider whether a fire protection assistance patrol consisting of ZHU Falck Fire Services a.s. employees is necessary, with technical means and/or firefighting equipment.

- **Tasks of Fire Protection Assistance Patrol**
  - Supervision of adherence to measures specified to avoid a start of fire.
  - Performance of necessary measures by outbreak of fire, especially rescue of endangered persons, calling help, firefighting and taking measures to eliminate the spread of fire, mainly closing fire stoppings, combustibles inlets and switch-off power supply.
  - Check of observance of regulations stipulating the principles of fire safety of the object (building) or performed activity.
  - No other tasks shall be assigned to members of fire protection assistance patrol nor shall they perform any other activities except those directly related to their duty.
  - A leader of the fire protection assistance patrol shall be appointed in case the patrol contains two or more members.
  - **Patrol shall ensure permanent monitoring of the place and premises of Hot works** - min. 60 min. from reporting the completion of works to authorized person.
  - After elapse of this period the Hot works site is monitored by the employees of the Plant Firefighting Department within their Hot works check and routine patrol for a period necessary to avoid start of fire, at least 3 hours. Such patrol applies only to places not secured by electric fire detection system or a technical operator at the area with increased hazard of outbreak of fire. Checks of other premises upon consideration of FP technician. Record on performance of this check on behalf of ZHU (Plant Firefighting Department) is made by ZHU employees in the book of records of Hot works.
d) FP Technician shall:

- Perform professional preparation of the fire protection assistance patrol.
- Check a workplace prior to start of works in regard of fulfillment of fire protection measures and suggest additional measures in case of insufficient safety of a workplace for execution of Hot works.
- Report to fire hotline operator, ext. 2223, the switching-off of electronic fire detection system at Hot works sites equipped with such system as well as report switching-on the system again after completion of Hot works.
- Check the site after completion of Hot works in regard of prevention of potential outbreak of fire resulting from Hot works.
- Enter together with the purchaser or person appointed by the purchaser in newly built constructions (buildings without statutory approval) and/or buildings being demolished for which Hot works were announced/reported. Purchaser is obliged to enforce observance of regulations applying to occupational safety and health.

An exemption from this regulation can be granted with ESH Department for construction sites of production halls under the following conditions:

1. The exemption shall be valid for limited period in strictly limited space,
2. No written permit for Hot works is necessary in such space,
3. RVZ shall ensure for execution of Hot works for which the exemption will be granted, the following:
   - Supplier’s employees for Hot works must attend initial training on occupational safety and health and fire prevention at Professional Education Institute,
   - Set up 1-member fire protection assistance patrol formed by an employee executing Hot works,
   - Employees executing Hot works shall have their flame welding apparatus equipped with portable S2 snow fire extinguishers and/or P2 powder fire extinguishers and have available their own powder fire extinguisher, min. 6kg, or S5 snow fire extinguisher, bucket with water and fireproof blanket.
   - no combustible material may be present in the diameter of 11 m from the spot of execution of Hot works.
4. In case any of the requirements for granting of exemption is not met the exemption procedure shall be stopped immediately and the request of permission for Hot works shall be performed following the requirements of this regulation, i.e. filling the written Hot Works Permit form for any such work.

Example of Hot works form
Evaluation of Suppliers of Services in the Area of ESH

Evaluated Supplier:
Type of Services Performed:
Evaluated by:
Participants from Supplier’s Party (function)
Date of Evaluation:

1. **Information on monitoring of behavior**
   If the conditions of the Guideline No. 3 Rules of Operation of External Organizations are not met, specify which.

2. **Information on Management of Operational Activities**
   If the conditions of the Guideline No. 3 Rules of Operation of External Organizations are not met, specify which.

3. **Has the Supplier Implemented a System of Management of Occupational Safety and Health?**
   Yes – No

   **Has the Supplier Implemented a System of Environmental Management?**
   Yes-No

4. **Serious Inadequacies**
   detected - undetected
   If detected, specify

5. **Subsequent Activities**
   detected - undetected
   In case of assignment of subsequent activities, specify which, responsible person and term.

6. **Classification of a Supplier in the Final Category**
   A  Supplier is without serious inadequacies in the area of environment protection, occupational safety and health, and fire protection.
   B  Supplier implies serious inadequacies in the area of environment protection, occupational safety and health, and fire protection requiring remedial measures.
   C  Supplier implies serious inadequacies in the area of environment protection, occupational safety and health, and fire protection requiring termination of contractual relation.

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## Tariff of Contractual Penalties

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<tbody>
<tr>
<td>1.</td>
<td><strong>Documentation, work permits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.</td>
<td>Supplier is not able to prove and document that each employee of the supplier provably participated in training prior to beginning of works</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate stopping of activity, remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>1.2.</td>
<td>Supplier has no elaborated technological procedure of works or this procedure was not approved by a respective representative of the purchaser.</td>
<td>100 €</td>
<td>200 €</td>
<td>Remedy, withdrawal of work permit and/or stopping of works in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>1.3.</td>
<td>No valid medical certificate available on ability of employees of the supplier to perform the respective work task, work activity.</td>
<td>20 € /person</td>
<td>50 € /person</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>1.4.</td>
<td>Supplier has no valid documents to prove the required professional education / professional permit to perform respective working activity and/or to be present at workplace (e.g. certificates for operation of VTZ, machinery, welding certificate and the like)</td>
<td>100 €</td>
<td>500 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure or missing certificate for operation of machinery</td>
<td>Yes</td>
</tr>
<tr>
<td>1.5.</td>
<td>Supplier has no certificates of satisfactory technical condition, of inspections required, of regular checks, of safe commissioning, periodical safety revisions related to tools, machinery, devices used.</td>
<td>100 €</td>
<td>1000 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Workplace arrangement and order</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.</td>
<td>Workplace order is not satisfactory due to activity of the supplier</td>
<td>50 €</td>
<td>200 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.2.</td>
<td>Hallways, passageways, escape and emergency exits at workplace are obstructed due to fault of the supplier.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.3.</td>
<td>Workplace floor is wet / risk of slipping /no warning sign of risk of slipping</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.4.</td>
<td>Storage of materials at workplace other than in designated area</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.5.</td>
<td>Nails or other sharp objects sticking out at workplace jeopardize safety.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.6</td>
<td>No information leaflet available at workplace with emergency lines and general instructions on reporting of extraordinary event – fire, injury, etc.</td>
<td>70 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
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<tr>
<td>2.7.</td>
<td>Employees of the supplier trained to provide first aid are not available at workplace/site.</td>
<td>40 €</td>
<td>100 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.8.</td>
<td>There is no place on site marked as first aid point, first aid kit does not contain specified and required items, materials are expired.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.9.</td>
<td>No toilets and no means of personal hygiene are available on site for the employees of the supplier.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.10.</td>
<td>There is no drinking water or other protective drink available for the employees of the supplier.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.11.</td>
<td>Supplier has not provided on site change rooms, sanitary facilities, premises suitable for work breaks and catering for his employees</td>
<td>40 €</td>
<td>70 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.12.</td>
<td>Missing signs serving for health protection and safety</td>
<td>50 €</td>
<td>100 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>2.13.</td>
<td>No manager of works appointed at workplace.</td>
<td>50 €</td>
<td>100 €</td>
<td>Remedy</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 3. Chemical substances

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<th>No.:</th>
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<tr>
<td>3.1.</td>
<td>Storing of hazardous substances and compounds in containers that do not comply with the requirements (missing label, unsuitable for identification of the material and determination/assessment of hazard).</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>3.2.</td>
<td>Supplier does not have the safety data card of dangerous substances and compounds, or the employees of the supplier do not have access to the safety data cards.</td>
<td>20 €</td>
<td>100 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>3.3.</td>
<td>Supplier does not inform the purchaser on hazards of chemical substances used and on risks that may occur at work with them or in relation to them.</td>
<td>50 €</td>
<td>200 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
</tbody>
</table>

### 4. Ladders

<table>
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<tr>
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<tr>
<td>4.1.</td>
<td>Unfixed tools are placed on the steps of the ladder, material heavier than 10 kg is stored on the step ladder (e.g. a bucket with paint).</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>4.2.</td>
<td>Ladder is cracked, broken or otherwise damaged, steps are slippery. Ladder base pads are not stable.</td>
<td>100 €</td>
<td>200 €</td>
<td>Immediate remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>4.3.</td>
<td>Leaning ladder is not suspended reliably to prevent undesired toppling backwards or sideways, step ladder is not secured</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>No.:</td>
<td>Subject of inspection, findings</td>
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</tr>
<tr>
<td>4.4.</td>
<td>More than one person standing on the step ladder at the time</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>4.5.</td>
<td>Leaning ladder does exceed the support point by at least 1 m or there is no anchor point to attach the top of the ladder.</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>4.6.</td>
<td>Such works are performed on a leaning ladder that do not allow safe attachment.</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>4.6.</td>
<td>Hanging ladders may move sideways, risk of toppling.</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Fire Protection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.</td>
<td>For the activity in question there is no valid written permit for work with risk of start of fire.</td>
<td>100 €</td>
<td>1500 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.2.</td>
<td>Periodical revision of the welding set was not performed, or it is not possible to verify it was performed.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>5.3.</td>
<td>Conditions specified in the permit for work with the risk of start of fire are not met due to failure of the supplier.</td>
<td>150 €</td>
<td>500 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.4.</td>
<td>Neither protection shield nor welding goggles and/or other means of protection are used (applies to helping employees, too) in case of arch welding.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>5.5.</td>
<td>Fire extinguishers are available neither in numbers nor in a fill specified in the permit for work with the risk of start of fire.</td>
<td>100 €</td>
<td>300 €</td>
<td>Immediate stopping</td>
<td>Yes</td>
</tr>
<tr>
<td>5.6.</td>
<td>Fire extinguisher unable for action</td>
<td>100 €</td>
<td>300 €</td>
<td>Immediate stopping</td>
<td>No</td>
</tr>
<tr>
<td>5.7.</td>
<td>Smoking at other than designated place</td>
<td>50 €</td>
<td>300 €</td>
<td>Notification</td>
<td>Yes</td>
</tr>
<tr>
<td>5.8.</td>
<td>Tests of presence of gases in the atmosphere not done anytime it is necessary</td>
<td>100 €</td>
<td>200 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.9.</td>
<td>Damaging of fire technical equipment (PTZ).</td>
<td>100 €</td>
<td>1660 €</td>
<td>In case of second violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.10.</td>
<td>Obstructing of fire technical equipment (PTZ).</td>
<td>50 €</td>
<td>500 €</td>
<td>Remedy. Upon third violation - ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.11.</td>
<td>Causing of extraordinary event due to violation of rules described in this directive.</td>
<td>100 €</td>
<td>1660 €</td>
<td>In case of second violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>5.12.</td>
<td>Requirements are not met for works with increased hazard (e.g. fencing of workplace, confinement of workplace and</td>
<td>100 €</td>
<td>200 €</td>
<td>Remedy</td>
<td>Yes</td>
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<td>--------------------</td>
</tr>
<tr>
<td></td>
<td>designation of safe zone when performing pressure test, confinement of dangerous area by demolition works, and the like</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Gas cylinders</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1.</td>
<td>Improper storage of gas cylinders – they are not fixed or they are not placed on a cart, etc.)</td>
<td>50 €</td>
<td>300 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>6.2.</td>
<td>Content of the cylinder is not indicated on gas cylinders.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>6.3.</td>
<td>No protective cover on unused gas cylinders.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>7.</td>
<td>Working area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1.</td>
<td>Uncovered or unconfined, unmarked pot holes on the floor.</td>
<td>150 €</td>
<td>1000 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>8.</td>
<td>Works in heights</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1.</td>
<td>Double rail guard is missing on working platforms with protective bar.</td>
<td>100 €</td>
<td>200 €</td>
<td>Immediate stopping of activity</td>
<td>Yes</td>
</tr>
<tr>
<td>8.2.</td>
<td>Scaffolding is not stable, satisfactory, it is damaged.</td>
<td>70 €</td>
<td>200 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>8.3.</td>
<td>Maximum load and supplier of the scaffolding not indicated.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>8.4.</td>
<td>Mobile scaffolding is not secured against undesired move sideways.</td>
<td>50 €</td>
<td>200 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>8.5.</td>
<td>Person on scaffolding while moving mobile scaffolding.</td>
<td>100 €</td>
<td>500 €</td>
<td>Immediate stopping of activity</td>
<td>Yes</td>
</tr>
<tr>
<td>8.6.</td>
<td>Work in height / above free deep without use of a collective or individual protection against fall from height / into the deep</td>
<td>100 €</td>
<td>200 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>8.7.</td>
<td>Use of elements of personal protection against fall from height / into the deep that are damaged, uncertified or were not checked in specified regular intervals</td>
<td>100 €</td>
<td>200 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>8.8.</td>
<td>Space under the works in height is not secured</td>
<td>100 €</td>
<td>1000 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>Safety symbols/signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1.</td>
<td>Removal of safety marking, disabling of safety equipment / elements without authorization</td>
<td>100 €</td>
<td>1660 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company for 1 year</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Protection of environment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>Leak of technology fluids elsewhere than into designated</td>
<td></td>
<td>1660 €</td>
<td>Stopping of works, immediate repair</td>
<td>Yes</td>
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<tr>
<td>10.2.</td>
<td>Failure to ensure cleaning of premises of the performance of work by the supplier prior to handover to the responsible employee of the purchaser</td>
<td>350 €</td>
<td>500 €</td>
<td>Immediate remedy, withdrawal of work permit in case of repeated failure</td>
<td>Yes</td>
</tr>
<tr>
<td>10.3.</td>
<td>Supplier handles waste without authorization (absence of valid approval to handle NO, no approval to transport NO, waste handed over to unauthorized person and the like)</td>
<td>100 €</td>
<td>300 €</td>
<td>Immediate remedy, withdrawal of work permit in case of repeated failure</td>
<td>Yes</td>
</tr>
<tr>
<td>10.4.</td>
<td>Failure to submit documents on handling of waste (record-keeping sheets, copies of SLNO, protocols on handover of other waste, weight tickets) to the purchaser upon handover of the work</td>
<td>100 €</td>
<td>500 €</td>
<td>Immediate remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>10.5.</td>
<td>Damage of sewages, water distribution and water economy equipment during construction works that may result in disturbance of water supply or water drainage</td>
<td>400 €</td>
<td>1660 €</td>
<td>Stopping of works, immediate remedy</td>
<td>No</td>
</tr>
<tr>
<td>10.6.</td>
<td>Unpermitted water take-off or take-off in contradiction with permit issued by the operation representative</td>
<td>50 €</td>
<td>1000 €</td>
<td>Immediate remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>10.7.</td>
<td>Burning of waste, intentional unmanaged handling of hazardous waste, discharge of waste in the sewage system</td>
<td>200 €</td>
<td>1660 €</td>
<td>Stopping of works, immediate remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>10.8.</td>
<td>Concealment of environmental accident.</td>
<td>100 €</td>
<td>1500 €</td>
<td>Notification</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 11. Mechanical hand tools

| 11.1. | Condition of hand tools does not comply with the specified criteria, requirements (e.g. cracked or broken handle, greasy – dirty gearing, deformed opening for wrenches).                                                      | 50 €        | 150 €       | Remedy, withdrawal of work permit in case of repeated failure     | No                  |

### 12. Electric equipment, electric devices

<p>| 12.1. | Condition of equipment and devices does not comply with tech. state                                                                                                                                                           | 50 €        | 150 €       | Remedy, withdrawal of work permit in case of repeated failure     | No                  |
| 12.2. | Condition of electric line, connections unsatisfactory (e.g. faulty or additional insulation of line).                                                                                                                       | 50 €        | 150 €       | Remedy, withdrawal of work permit in case of repeated failure     | No                  |
| 12.3. | Electric switchboards are not earthed. Switchboards are not locked.                                                                                                                                                         | 50 €        | 150 €       | Immediate remedy, withdrawal of work permit in case of repeated failure | No                  |
| 12.4. | Professional test, professional inspection of protection of electric devices against electric shock was not carried out and/or the documentation is not available on site.                                                          | 50 €        | 150 €       | Remedy, withdrawal of work permit in case of repeated failure     | No                  |</p>
<table>
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<tbody>
<tr>
<td>12.5</td>
<td>Mechanical protection of above-ground electric cables running close to the surface is not satisfactory.</td>
<td>50 €</td>
<td>150 €</td>
<td>Immediate remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>12.6</td>
<td>Aerial electric cables are not fixed in several points.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>13.</td>
<td><strong>Crane works</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.1</td>
<td>A person stays under suspended load.</td>
<td>150 €</td>
<td>300 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>13.2</td>
<td>Lifting area is not confined.</td>
<td>50 €</td>
<td>150 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company for 1 year</td>
<td>No</td>
</tr>
<tr>
<td>13.3</td>
<td>Valid revision of binding and machine elements was not performed, documentation is not available.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>13.4</td>
<td>Maximum load is not indicated on the equipment.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>13.5</td>
<td>State of connection elements is unsatisfactory (damaged ropes, chains and the like).</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>13.6</td>
<td>Lifting device log is not available on site and/or it is not kept regularly.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>14.</td>
<td><strong>Earthworks / Excavation works</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.1</td>
<td>Excavation area is not confined properly from walking and transport communications, barriers must not cause injury.</td>
<td>50 €</td>
<td>150 €</td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>14.2</td>
<td>No protection of working excavation by sloping or beams, absence of free safety zone, descending and ascension is not secured (it is necessary to indicate in the plan the way of protection against landslides).</td>
<td>50 €</td>
<td>150 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company for 1 year</td>
<td>Yes</td>
</tr>
<tr>
<td>15.</td>
<td><strong>Personal protective equipment (PPE)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1</td>
<td>Personal protective equipment not being used and/or it is impossible to identify their protective effect, and/or their protective ability is not sufficient</td>
<td>20 € /person</td>
<td>100 € / person</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>15.2</td>
<td>Employee does not use hard hat, condition, life period guaranteeing effective protection (max. 5 years since manufacture) insufficient and/or protective ability is not</td>
<td>20 €/ person</td>
<td>100 € / person</td>
<td>Remedy, withdrawal of work permit in case of repeated failure</td>
<td>No</td>
</tr>
<tr>
<td>15.3</td>
<td>Failure to use personal protective equipment at places unprotected by collective safeguard measures</td>
<td>50 €</td>
<td>100 €</td>
<td>In case of repeated violation – ban of activity and restriction of entry to the premises of the company for 1 year</td>
<td>Yes</td>
</tr>
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Information: valid original of the standard is displayed on website, hardcopy is an unmanaged copy of the standard.
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<tr>
<td>16.</td>
<td>Road traffic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.1</td>
<td>Failure to respect prohibitory/mandatory traffic sign</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.2</td>
<td>Endangering of a pedestrian or failure to yield right of way to a pedestrian who entered the road using pedestrian crossing</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.3</td>
<td>Failure to use reflex vest when getting out of the vehicle – applies only to truck driver and delivery driver</td>
<td>Notification</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.4</td>
<td>Use of cell phone while driving (except hands-free)</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.5</td>
<td>Throwing out objects from the vehicle</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.6</td>
<td>Failure to respect instructions of a person appointed to ensure safe operation of the railway crossing</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.7</td>
<td>Stopping the vehicle on pedestrian crossing if not enforced by safety of road traffic</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.8</td>
<td>Failure to ensure safe U-turn or backing up by properly instructed person, if required by circumstances, especially when having insufficient overview</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.9</td>
<td>Failure to allow safe and smooth passage of vehicles with priority right of way.</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.10</td>
<td>Lowering the level of perception of the ambient environment – smoking, using of audio-visual technology, audio players and the like.</td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.11</td>
<td>Exceeding speed limit in the area of the company: <strong>up to 6 kmph</strong></td>
<td>Rebuke</td>
<td></td>
<td>Remedy</td>
<td>No</td>
</tr>
<tr>
<td>16.12</td>
<td>Exceeding speed limit in the area of the company: <strong>over 6 to 10 kmph</strong></td>
<td>30 €</td>
<td></td>
<td>Remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>16.13</td>
<td>Exceeding speed limit in the area of the company: <strong>over 11 to 15 kmph</strong></td>
<td>60 €</td>
<td></td>
<td>Remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>16.14</td>
<td>Exceeding speed limit in the area of the company: <strong>over 16 to 19 kmph</strong></td>
<td>90 €</td>
<td></td>
<td>Remedy</td>
<td>Yes</td>
</tr>
<tr>
<td>16.15</td>
<td>Exceeding speed limit in the area of the company: <strong>over 20 to 25 kmph</strong></td>
<td>150 €</td>
<td></td>
<td>Restriction of entry with a vehicle</td>
<td>Yes</td>
</tr>
<tr>
<td>16.16</td>
<td>Exceeding speed limit in the area of the company: <strong>over 26 to</strong></td>
<td>200 €</td>
<td></td>
<td>Restriction of entry with a vehicle</td>
<td>Yes</td>
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<tr>
<td>16.17</td>
<td>Exceeding speed limit in the area of the company: over 31 to 35 kmph</td>
<td></td>
<td>250 €</td>
<td>Restriction of entry with a vehicle</td>
<td>Yes</td>
</tr>
<tr>
<td>16.18</td>
<td>Exceeding speed limit in the area of the company: over 36 to 40 kmph</td>
<td></td>
<td>300 €</td>
<td>Restriction of entry with a vehicle</td>
<td>Yes</td>
</tr>
<tr>
<td>16.19</td>
<td>Exceeding speed limit in the area of the company: over 41 kmph</td>
<td></td>
<td>400 €</td>
<td>Restriction of entry with a vehicle</td>
<td>Yes</td>
</tr>
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</table>

- Individual contractual penalty higher than indicated in this tariff can be imposed for committing extremely serious offence against persons and property of the purchaser (injury, accident, fire, large scale theft).
- Each case of violation of the provision of the Guideline 53 will be reviewed individually according to its seriousness.
- Cases not indicated in this tariff will be considered individually with regard to the circumstances and seriousness of the offence up to the maximum penalty of €1660.