

## **Terms and Conditions for Ensuring Health and Safety at Work (H&S), Environmental Protection (EP), and Fire Protection (FP) (“Terms and Conditions” only hereinafter) issued in accordance with Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended**

The purpose of the following provisions of these Terms and Conditions is to define the mutual rights and obligations of the contracting parties as the participants in contractual or other legal acts of which these Terms and Conditions are an annex and an integral part or the contents of which means that the participants in the given contractual or other legal acts have undertaken to observe these Terms and Conditions, while fulfilling the given contractual or other legal acts, in connection with the ensuring of the health and safety at work (H&S), fire protection (FP) and environmental protection (EP) during the performance of contractual or other activities at the workplaces of the below mentioned Clients pertaining to the RWE Group, in accordance with the legislation of the Czech Republic.

“Client” shall mean, for the purposes of these Terms and Conditions, the respective companies:

### **RWE Česká Republika a.s.**

having its registered office at Prague 10-Strašnice, Limuzská 12/3135, Postcode 100 98, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 18556, ID No. 242 75 051, Tax ID No. CZ24275051

### **RWE Supply & Trading, a.s.**

having its registered office at Prague 10-Strašnice, Limuzská 12/3135, Postcode 100 98, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 7240, ID No. 264 60 815, Tax ID No. CZ2646081

### **RWE Gas Storage, s.r.o.**

having its registered office at Prague 9, Prosecká 855/68, Postcode 190 00, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 124711, ID No. 278 92 077, Tax ID No. CZ27892077

### **RWE Grid Holding, a.s.**

having its registered office at Prague 10-Strašnice, Limuzská 12/3135, Postcode 100 98, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 118283, ID No. 243 10 573, Tax ID No. CZ243 10 573

### **RWE GasNet, s.r.o.**

having its registered office at Ústí nad Labem, Klíšská 940, Postcode 401 17, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem, Section C, Entry 23083, ID No. 272 95 567, Tax ID No. CZ27295567

### **RWE Energie, a.s.**

having its registered office at Ústí nad Labem, Klíšská 940, Postcode 401 17, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem, Section B, Entry 515, ID No. 499 03 209, Tax ID No. CZ49903209

### **SMP Net, s.r.o.**

having its registered office at Ostrava, Moravská Ostrava, Plynární 420/3, Postcode 702 72, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Entry 51324, ID No. 277 68 961, Tax ID No. CZ27768961

### **Severomoravská plynárenská, a.s.**

having its registered office at Ostrava, Moravská Ostrava, Plynární 420/3, Postcode 702 72, registered in the Commercial Register kept by the Regional Court in Ostrava, Section B, Entry 757, ID No. 476 75 748, Tax ID No. CZ47675748

### **VČP Net, s.r.o.**

having its registered office at Hradec Králové Kukleny, Pražská třída 485, Postcode 500 04, registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section C, Entry 22449, ID No. 274 95 949, Tax ID No. CZ27495949

### **Východočeská plynárenská, a.s.**

having its registered office at Hradec Králové 4, Pražská třída 702, Postcode 500 04, registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section B, Entry 1025, ID No. 601 08 789, Tax ID No. CZ60108789

### **JMP Net, s.r.o.**

having its registered office at Brno, Plynárenská 499/1, Brno-city district, Postcode 657 02, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Entry 52276, ID No. 276 89 841, Tax ID No. CZ27689841

### **Jihomoravská plynárenská, a.s.**

having its registered office at Brno, Plynárenská 499/1, Brno-city district, Postcode 657 02, registered in the Commercial Register kept by the Regional Court in Brno, Section B, Entry 1246, ID No. 499 70 607, Tax ID No. CZ49970607

### **RWE Distribuční služby, s.r.o.**

having its registered office at Brno, Plynárenská 499/1, Postcode 657 02, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Entry 57165, ID No. 279 35 311, Tax ID No. CZ27935311

### **KA Contracting ČR s.r.o.**

having its registered office at Prague 1, Truhlářská 13-15, Postcode 110 00, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 50971, ID No. 251 15 171, Tax ID No. CZ25115171

### **RWE Zákaznické služby, s.r.o.**

having its registered office at Ostrava, Moravská Ostrava, Plynární 2748/6, Postcode 702 72, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Entry 30666, ID No. 279 35 221, Tax ID No. CZ27935221

### **RWE Service CZ, s.r.o.**

having its registered office at Prague 10-Strašnice, Limuzská 12/3135, Postcode 100 98, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 195428, ID No. 243 10 964, Tax ID No. CZ24310964

### **RWE Interní služby, s.r.o.**

having its registered office at Prague 9, Prosecká 855/68, Postcode 190 00, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Entry 146798, ID No. 271 16 191, Tax ID No. CZ27116191

“Supplier” shall mean any person with whom any of the Clients has concluded a relevant Contract, whose subject-matter is the supply of goods, the execution of work (e.g. constructions), the provision of services or any other bilateral legal act, and as a result of the performance of such a Contract the mutual rights and obligations related to H&S, FP and EP arise to the contracting parties. “Supplier” shall also mean the Supplier’s subcontractor if the Supplier had bound the subcontractor to observe these Terms and Conditions based on their mutual contractual relation or any other legal act.

“Contract” shall also mean a Contract concluded between the Client and the Supplier in the form of an Order in accordance with the Client’s internal regulations, in which the contracting parties, who are the participants in the Order, express their will for these Terms and Conditions to be applied mutatis mutandis to the subject matter of the Order.

All persons (workers) authorised by the Supplier to perform the Contract or the Order concluded with the Client shall be regarded as the Supplier’s employees.

The Terms and Conditions shall be binding upon the Client and the Supplier if the Client and the Supplier agree to observe them under the Contract concluded in a valid manner or in any other manner.

## 1) Supplier performing the subject matter of the Contract for the Client at the Client's workplace

### A) H&S

#### SUPPLIER'S RIGHTS AND OBLIGATIONS:

The Supplier undertakes to cooperate with the Client in ensuring health and safety of the Supplier's employees working at the Client's workplaces with moving machinery or on the Client's premises within the meaning of Section 101 of Act No. 262/2006 Coll., the Labour Code, as amended. The Supplier shall be obliged, prior to the commencement of the work that are the subject-matter of the Contract concluded with the Client, ensure the following:

- receive written information about risks and measures adopted to protect against their effects and about measures in case of emergencies from the Client, and demonstrably inform its employees or the employees of its subcontractors thereof without undue delay about relevant facts;
- if the Client is obliged to appoint a health and safety coordinator when working on the construction site, the Supplier shall notify the Client in writing of the facts necessary for appointing the respective number of H&S coordinators on the construction site, with regard to the number of its subcontractors, scope of construction complexity etc.;
- oblige its subcontractors in writing to observe the principles arising from these Terms and Conditions and check and require the observance of these Terms and Conditions;
- enable the Client to get the Supplier's employees acquainted, if necessary, with internal safety regulations and other specific H&S matters concerning the specific workplace;
- assign work only to employees who are trained in H&S general principles, are holders of a valid certificate of professional competence for their activities in accordance with statutory requirements (e.g. a driving licence, welding certificate, etc.) and are medically fit to carry out the work;
- provide a **Personal Safety Log** to those employees who are to perform for the Client any of the activities defined by the Client as very dangerous.

For the purposes of obligations related to personal safety logs, the following work shall be regarded as very dangerous:

- interconnecting work on VHP and HP distribution and transmission systems, i.e. activities with potential gas leaks
- diving work
- work using X-ray equipment and other sources of ionizing radiation
- work at heights above 10 m or at depths of 7 m or more.

The Supplier shall also be liable to the Client for ensuring that the Personal Safety Log will be properly and truthfully completed by its employee prior to the commencement of work and that it will contain all the particulars referred to and required therein. Failure to comply with this provision shall be subject to penalization under the conditions and in the amount provided for by these Terms and Conditions.

The Client shall summarize and publish the fields of activities for which the Supplier's employees or subcontractors, according to current legal requirements, must be professionally competent. This overview is available on the Client's website: <http://www.rwe.cz/>. The Supplier shall be obliged to get acquainted with these fields of activities prior to the commencement of work performed for the Client and to adopt corresponding measures. If this document is updated, the version published and in force at the date of conclusion of the Contract shall apply to the Contract, but this shall not relieve the Supplier of the obligation to comply with current legal and legislative requirements.

Furthermore, the Supplier undertakes to ensure that its employees and the employees of subcontractors at the Client's workplaces:

- shall comply with safety and hygiene regulations and shall act so as to avoid damage to health and property of the Client or third persons;
- shall, when working, use prescribed protective equipment and personal protective equipment;
- use, for their work, only such tools, machinery and equipment which meet safety regulations and technical standards and are in good condition;

- shall not, when working, consume alcoholic beverages or other narcotic drugs and psychotropic substances, nor shall they work under the influence thereof, and at the request of the Client's representative shall be subjected to a test of compliance with their obligations in the presence of the competent manager of the Supplier;
- shall comply with the prohibition on smoking at places where smoking is prohibited or at places where the prohibition on smoking could be assumed;
- shall, at the Client's request, undergo a check of items carried in and out and transferred to and from the Client's premises;
- shall use only those tools, machinery and equipment owned by the Client or legitimately used by the Client which they have been granted a written consent to use;
- shall treat chemicals in such a manner so as to avoid endangering the health and lives of persons or the environment and comply with the requirements of applicable law – in particular they shall be familiar with rules and be trained as required by Section 44a of Act No. 258/2000 Coll., on Protection of Public Health, as amended, and the safety data sheets under the EC REACH Regulation, i.e. No. 1907/2006;
- shall be constantly protected against falling with appropriate personal protective work equipment when working in the cages of mobile elevating platforms;
- shall be protected against falling with personal protective work equipment with safety snap-hooks with triple effect when working at heights, if one-hand handling is necessary, the safety snap-hooks with double effect can be used;
- shall, in the performance of work defined by the Client as very dangerous, have a valid Personal Safety Log at the workplace where they will carry out respective work;
- at the oral request of the Client's representative, produce, without undue delay, a valid safety log, if they are carrying out activities defined by the Client as very dangerous.

In the performance of activities related to the subject-matter of the Contract at the Client's workplace, the Supplier shall be obliged to:

- keep the workplace clean and tidy;
- ask for a written consent to any modifications to safety, health and fire equipment and the labelling thereof;
- proceed in accordance with the relevant measures of Act No. 183/2006 Coll., the Building Act, as amended, where the equipment of the workplace is regarded as temporary or requires changes or removal, etc.;
- register persons present on the construction site and persons performing the respective work in the construction log;
- report and consult work in the protection zones of utility network lines or in the vicinity of other facilities (e.g. storage points and storage facilities of tech. gas or fuel) in advance with the Client and, during such work, respect the protection zones and protection measures set for work in their vicinity, and work with caution;
- notify, register, record and report all work injuries of its employees which occurred at the Client's workplace or during the work in favour of the Client, or of the employees of subcontractors, and shall invite the responsible representative and safety officer of the Client to properly investigate them. All records of injuries which occur in the course of work for the Client shall be sent by the Supplier to the e-mail address: [urazy@rwe.cz](mailto:urazy@rwe.cz) within 7 working days after the injury occurs. The records shall always include information on the cause of the injury occurrence and measures adopted against its repetition;
- upon request orally explain the circumstances of work injury occurrence and measures adopted against its repetition, this shall be ensured by the responsible manager;
- upon request and without undue delay, notify the approximate number of hours worked in favour of the Client and the average number of the Supplier's employees for the purposes of monitoring the H&S level.

**CLIENT'S RIGHTS AND OBLIGATIONS:**

The Client undertakes to:

- provide the Supplier whose employees or subcontractors are to work at the Client's workplace with written information about risks and measures taken to protect against the effects thereof. If the above information is not annexed to the Contract, this action shall be taken before the Supplier starts the work. The Client shall be obliged to immediately notify the Supplier of any significant changes in the above fields;
- inform the Supplier of the measures in case of emergency. If the above information is not annexed to the Contract, this action shall be taken before the Supplier starts the work. The Client shall immediately notify the Supplier of any significant changes in the above fields;
- duly and properly hand over and define the work premises to the Supplier (and its subcontractors) and define and indicate access routes;
- inform, through a designated contact person, the appropriate Client's managers whose employees use the workplace or other premises where the Supplier is to work about the purpose of the work carried out by the Supplier (or its subcontractor) on such workplace. Furthermore, the Client undertakes to inform these employees of all safety measures taken no later than the day

after the Client receives the necessary information from the Supplier;

- publish and update a list of activities for which the employees of the Supplier (or its subcontractors) must be professionally competent, and make this list available at: <http://www.rwe.cz/>.

The Client hereby reserves the right to:

- check the Supplier's work to verify the compliance with the principles of health and safety at work mentioned above and, in the event of a serious breach of any provision which could result in danger to safety or health, require the termination of performance or banish any person creating a risk from the workplace and the premises of the Client. The right to banish the Supplier's employee shall also apply to the situation when the employee is not able to produce by a valid and correctly completed safety log;
- conduct a customer audit of the Supplier to assess the compliance with legal requirements and the obligations of the Client in terms of quality control and safety at work.

No.	List of additional documents beyond the scope of the Contract	Submitted by	
		Client	Supplier
1	Record of mutual information provided to ensure H&S at the workplace and the designation of a person coordinating H&S at the workplace	✓	✓
2	Record documenting that the Supplier's employees have been informed of the risks associated with activities related to the subject-matter of the Contract, and of H&S rules at the Client's workplace, including a copy of the attendance list.	✗	✓
3	Record documenting that the Client's employees have been informed of the risks associated with the activities of the Supplier (or its subcontractors).	✓	✗
4*	List of activities for which the employees of the Supplier (or its subcontractors) must be professionally competent ( <a href="http://www.rwe.cz/">http://www.rwe.cz/</a> )	✓	✗
5**	Safety and health plan for work on a construction site ("Plan" only hereinafter) as regards work where this obligation arises under Act No. 309/2006 Coll. and Government Regulation No. 591/2006 Coll.	✓	✓

\* Documents which are mandatory only for the Suppliers whose employees, or their subcontractors' employees, are to perform for the Client any of the activities defined by the Client as very dangerous (see above).

\*\* The Client shall be responsible for drawing up the health and safety plan for work on a construction site; the Supplier must have this Plan at its disposal and comply with the provisions thereof.

**B) EP**

**SUPPLIER'S RIGHTS AND OBLIGATIONS:**

The Supplier undertakes to perform all contractually agreed activities so as to avoid any negative impacts on the environment. The Supplier shall also be obliged to follow the Client's internal environmental instructions and regulations at the Client's workplace. The Supplier shall be liable for environmental damage arising from its activities and caused to the Supplier itself, to the Client, or to third parties, and for the removal thereof.

If the Supplier handles hazardous chemical substances or preparations at the Client's workplace, the Supplier shall be obliged to:

- provide the Client, upon request, with a list of all the hazardous chemical substances and preparations handled by the Supplier, including safety data sheets;
- store hazardous chemicals and preparations in accordance with the instructions set out in the safety data sheets and ensure that the employees who handle them have been demonstrably acquainted with such instructions;
- handle hazardous chemicals in a manner that prevents the undesirable release thereof into the environment (especially soil, groundwater or surface water);
- treat used packaging of hazardous substances as hazardous waste.

The Supplier shall be regarded as the producer of waste generated in the performance of the Supplier's activities under the Contract. As such, the Supplier shall be obliged to:

- submit a list of all waste, whose occurrence can be assumed, with the following information, at the request of the Client's representative prior to commencing supplies or services under the Contract: the name and type, catalogue number, estimated quantity, including a specification of the collection method, transport and disposal arrangements, including the applicable permits to manage the relevant waste;
- properly manage the waste, in particular it shall collect waste sorted by type at places designated for this purpose and register the quantity thereof;
- secure the collection point or collection facilities with technical parameters to prevent the contamination of water and soil with waste, or leakage of waste or any part thereof into the environment, and ensure the due identification thereof.

In case of an accident, the person who discovers the accident shall immediately take action to prevent the spread of hazards, shall ensure fire safety, and shall immediately report the accident to the Client.

**CLIENT'S RIGHTS AND OBLIGATIONS:**

The Client shall acquaint Suppliers with the internal instructions and regulations on environmental protection to be observed by the Supplier at the Client's workplaces, even before the start of work by the Supplier. The Client shall also inform the Supplier of the measures the Supplier must take in the event of an emergency threatening the environment.

The Client shall be entitled to check the Supplier's work to ensure observance of the principles of environmental protection mentioned above. In case of a serious breach of any provision which could result in damage to the environment, the Client shall be entitled to stop the work or banish the originator of the threat from the Client's

workplace and premises. Further, the Client reserves the right to conduct a customer audit of the Supplier to assess compliance with legal requirements and the obligations of the Client in terms of environmental protection.

### C) FP

#### **SUPPLIER'S RIGHTS AND OBLIGATIONS:**

Unless otherwise agreed, the Supplier itself shall ensure fire protection of the workplace to the extent of the work carried out at such workplace by the Supplier.

The Supplier shall act, in the performance of supplies or services under the Contract, so as not to cause a fire and endanger life, health and property. For this purpose, the Supplier undertakes to, if necessary, acquaint itself with the method for ensuring fire protection at the Client's workplace and inform its employees as well as the employees of its subcontractors working at the Client's workplace.

Furthermore, the Supplier undertakes that its employees and the employees of its subcontractors:

- shall, at the Client's request and prior to the commencement of work, receive instructions and attend professional trainings concerning fire protection of the Client's workplace at which they are to perform work;
- in the performance of work in, on or near emergency exits and routes, electricity distribution equipment, gas, water and heating valves, fire safety equipment and material fire protection resources, shall not impede free access, unless absolutely necessary in the performance of work under the Contract;
- strictly observe all instructions indicated by safety signs and signals;

## 2) Suppliers working outside the Client's workplaces

### D) H&S

#### **SUPPLIER'S RIGHTS AND OBLIGATIONS:**

In connection with the activities that are the subject-matter of the Contract, the Supplier shall be obliged to:

- comply with all applicable laws and other regulations on health and safety at work and act in such a manner so that its operations do not endanger the safety or health of its employees or other persons;
- enable the Client to get the Supplier's employees acquainted, if necessary, with safety regulations and other specific H&S matters concerning activities which are the subject-matter of the Contract;
- if the Client is obliged to appoint a health and safety coordinator when working on the construction site, the Supplier shall notify the Client in writing of the facts necessary for appointing the respective number of H&S coordinators on the construction site (i.e. a number of other contractors, scope of construction complexity);
- oblige a subcontractor involved by the Supplier in writing to observe the principles arising from the valid Terms and Conditions and check and require the observance of these Terms and Conditions;
- assign work only to employees who are trained in H&S principles, are holders of a valid certificate of professional competence for their activities in accordance with statutory requirements (e.g. a driving licence, welding certificate, etc.) and are medically fit to carry out the work;
- provide a **Personal Safety Log** to those employees who are to perform for the Client any of the activities defined by the Client as very dangerous.

For the purposes of obligations related to personal safety logs, the following work shall be regarded as very dangerous:

- interconnecting work on VHP and HP distribution and transmission systems, i.e. activities with potential gas leaks,
- diving work,
- work using X-ray equipment and other sources of ionizing radiation,
- work at heights above 10 m or at depths of 7 m or more.

- shall carry out work with an increased fire risk (e.g. welding, grinding, cutting, working with a flame, etc.) after reporting such work to and receiving permission from the Client's employee responsible for fire protection;
- before commencing fire-risk activities, shall check the place of work and its surroundings, remove flammable substances and take other necessary fire-safety measures;
- sound the fire alarm if they detect fire;
- provide adequate fire-fighting assistance.

#### **CLIENT'S RIGHTS AND OBLIGATIONS:**

The Client shall ensure the fire protection of the workplace to the extent of the Client's operations.

By agreement with the Supplier, the Client shall be obliged to provide training for the designated Supplier's managers. Furthermore, the Client shall be obliged to provide the Supplier, before the commencement of the work and after each subsequent significant change in circumstances, with the information necessary to give instructions and provide professional training to the employees of the Supplier or its subcontractors. This training shall be carried out or arranged by the Supplier.

The Client shall be entitled to check the Supplier's work to ensure observance of the principles of fire safety mentioned above. In case of a serious breach of any provision which could result in a fire or danger to life, health or property, the Client shall stop the work or banish the originator of the threat from the Client's workplace and premises. Furthermore, the Client reserves the right to conduct a customer audit of the Supplier to assess the compliance with legal requirements and the obligations of the Client in terms of fire protection.

The Supplier shall also be liable to the Client for ensuring that the Safety Log will be properly and truthfully completed by it or its employee prior to the commencement of work and that it will contain all the particulars required therein. Failure to comply with this provision shall be subject to penalization under the conditions and in the amount provided for by these Terms and Conditions.

The Client shall summarize and publish the fields of activities for which employees or subcontractors, according to legal requirements, must be professionally competent. This overview is available on the Client's website: <http://www.rwe.cz/>. If this document is updated, the version published and in force at the date of signature of the Contract shall apply to the Contract, but this shall not relieve the Supplier of the obligation to comply with current legal and legislative requirements.

Furthermore, the Supplier undertakes that its employees and the employees of its subcontractors, in the performance of activities related to the subject-matter of the Contract:

- shall comply with safety and hygiene regulations and shall act so as to avoid damage to health and property;
- shall, while performing work, use prescribed protective equipment and personal protective equipment;
- use, for their work, only such tools, machinery and equipment which meet safety regulations and technical standards and are in good condition;
- shall not, while performing work, consume alcoholic beverages or other narcotic drugs and psychotropic substances, nor shall they work under the influence thereof, and at the request of the Client shall be subjected to a test for such substances in the presence of the competent manager of the Supplier;
- shall comply with the prohibition of smoking;
- shall be constantly protected against falling with appropriate personal protective work equipment when working in the cages of mobile elevating platforms;
- shall be protected against falling with personal protective work equipment with safety snap-hooks with triple effect when working at heights, if one-hand handling is necessary, the safety snap-hooks with double effect can be used;
- shall, in the performance of work defined by the Client as very dangerous, have a valid safety log at the workplace;

- at the oral request of the Client, produce, without undue delay, a valid safety log, if they are carrying out activities defined by the Client as very dangerous.

During the performance of activities related to the subject-matter of the Contract at the Client's workplace, the Supplier shall be obliged to:

- register persons present on the construction site in the construction log in the event of construction work;
- report and consult work in the protection zones of utility network lines or in the vicinity of other facilities (e.g. storage points and storage facilities of tech. gas or fuel) in advance with the Client and, during such work, respect the protection zones and protection measures set for work in their vicinity, and work with caution;
- properly investigate, notify and record all work injuries of its employees (or the employees of its subcontractors) which occurred during the work for or on behalf of the Client, or of the employees of subcontractors, and shall invite the responsible representative and safety officer of the Client to properly investigate them. All records of injuries which occur in the course of work for the Client shall be sent by the Supplier to the e-mail address: [urazy@rwe.cz](mailto:urazy@rwe.cz) within 7 working days after the incident. The records shall always include information on the cause of the injury occurrence and measures adopted against its repetition;
- upon request orally explain the circumstances of work injury occurrence and measures adopted against its repetition, this shall be ensured by the responsible manager;

- upon request and without undue delay, notify the approximate number of hours worked in favour of the Client and the average number of the Company's employees for the purposes of monitoring the H&S level.

#### CLIENT'S RIGHTS AND OBLIGATIONS:

The Client undertakes to:

- publish and update a list of activities for which the employees of the Supplier (or its subcontractors) must be professionally competent, and make this list available at: <http://www.rwe.cz/>

The Client hereby reserves the right to:

- check the Supplier's work performed in connection with the subject-matter of the Contract to verify compliance with the principles of health and safety at work mentioned above and, in the event of a serious breach of any provision which could result in danger to safety or health, stop the work or banish any person creating such a risk from the workplace. The right to banish the Supplier's employee shall also apply to the situation when the employee is not able to produce by a valid and correctly completed safety log;
- conduct a customer audit of the Supplier whose employees are to carry out activities for the Client which are defined by the Client as very dangerous, in order to assess compliance with legal requirements and the obligations of the Client in terms of safety at work.

No.	List of additional documents beyond the scope of the Contract	Submitted by	
		Client	Supplier
1	List of activities for which the employees of the Supplier (or its subcontractors) must be professionally competent ( <a href="http://www.rwe.cz/">http://www.rwe.cz/</a> )	✓	✗
2*	The Personal Safety Log and requirements thereof, specifying the form and content of the safety log ( <a href="http://www.rwe.cz/">http://www.rwe.cz/</a> ).	✓	✗
3**	Safety and health plan for work on a construction site ("Plan" only hereinafter) as regards work where this obligation arises under Act No. 309/2006 Coll. and Government Regulation No. 591/2006 Coll.	✓	✓

\* Documents which are mandatory only for Suppliers whose employees, or subcontractors' employees, are to perform for the Client any of the activities defined by the Client as very dangerous (see above).

\*\* The Client shall be responsible for drawing up the health and safety plan for work on a construction site; the Supplier must have this Plan at its disposal and comply with the provisions thereof.

## E) EP

#### SUPPLIER'S RIGHTS AND OBLIGATIONS:

The Supplier undertakes to perform all contractually agreed activities so as to avoid any negative impacts on the environment. The Supplier shall be liable for environmental damage arising from its activities and caused to the Supplier itself, to the Client, or to third parties, and for the removal thereof.

The Supplier shall be regarded as the producer of waste generated in the performance of the Supplier's activities under the Contract. As such, the Supplier shall be liable for properly disposing of the waste at its own expense. The Supplier shall secure all waste in such a manner so that, during the gathering and collection of waste, the Supplier uses facilities with technical parameters to prevent the contamination of water and soil with waste, or leakage of waste or any part thereof into the environment, and shall ensure the due identification thereof.

Gas pipe networks may contain natural gas condensate, the characteristics of which make it dangerous to water (toxic to aquatic organisms) and humans (carcinogenicity). When working on the gas system, the Supplier shall take extra care to prevent leakage of condensate into the surrounding environment. In case of an accident and leakage of any substance, the Supplier shall immediately take action to prevent the spread of hazards, shall ensure fire safety, and shall immediately report the accident to the Client, and if required by the scale of the accident, to the Czech Environment Inspectorate and the Fire Rescue Service.

On completing the work, the Supplier shall clean and tidy all areas affected by the performance of their work. All items that meet the definition of waste shall be disposed of as waste by the Supplier.

#### CLIENT'S RIGHTS AND OBLIGATIONS:

The Client shall be entitled to check the Supplier's work to ensure observance of the principles of environmental protection mentioned above. In case of a breach of any provision that could result in damage to the environment, the Client may immediately withdraw from the Contract whose subject-matter are the activities where such provision has been breached or in the part of the Contract while such breach shall be regarded as a fundamental breach of the Contract. The Client shall retain all rights and claims for redress (especially the right to compensation for damage and the right to payment of a contractual penalty).

## 3) Contractual penalties

In the event of an infringement of the Supplier's obligation to equip its employees with a duly completed Personal Safety Log (an employee of the Supplier is unable to produce a safety log during a check by the Client), the Supplier shall be obliged to pay a contractual penalty of CZK 3,000 for each individual case to the Client.

If the Supplier fails to inform the Client that the subject-matter of the Contract, comprising construction work, is to be performed on the construction site by multiple subcontractors, and the Client, as the contracting entity, therefore fails to appoint the necessary number of on-site safety coordinators in accordance with the

relevant legal regulations, the Supplier shall be obliged to pay a contractual penalty of CZK 100,000 for each individual case to the Client should the Client so demand.

In the event of an infringement of other obligations stated in the Terms and Conditions, the Supplier shall pay a one-time contractual penalty set by the Client in the amount not exceeding CZK 15,000 for the first identified case; the Supplier shall pay a one-time contractual penalty in the amount not exceeding CZK 50,000 for any other identified case.

The Supplier shall be obliged to pay the contractual penalty to the Client within 30 days from the date on which the Client demands payment thereof from the Supplier.

The Client shall be entitled to offset the contractual penalty, to which the Client became entitled under these Terms and Conditions, also against any financial claim of the Supplier arising for the Supplier towards the Client under the Contract within the performance of which the Supplier has breached the provision of these Terms and Conditions. The claims shall be offset as at the date determined by the Client.

The provisions on the contractual penalty shall not prejudice the Client's right to damages.

**Terms and Conditions of 1 January 2013.**