**Appendix X – Safety (Occupational health and safety, fire protection, serious accidents prevention, transporting dangerous goods, protection of the premises) and Protection of the environment**

Conditions of the CLIENT/CUSTOMER related to the activities of the CONTRACTOR and its subcontractors**:**

**A. General conditions**

The CONTRACTOR undertakes to:

1. Securing appropriate care related to safety, fire protection, health protection, serious accidents protection, transport of dangerous goods (ADR/RID), protection of the premises and protection of the environment and conducting all work in compliance with the stipulations of the generally binding legal and other regulations, technical standards and internal standards of the CUSTOMER and the corresponding business contracts.
2. Acquainting itself with the Binding standards and information valid at ORLEN Unipetrol RPA s.r.o. (hereinafter referred to as “RPA”) stated on the following website: <http://www.orlenunipetrolrpa.cz/CS/sluzby-areal/chempark-zaluzi/Stranky/zavazne-normy-a-informace.aspx>. Fulfilling individual stipulations of these standards and information during all activities conducted at RPA. Demonstrably acquainting all its employees with the corresponding Binding standards and information in the extent of the given conducted activities prior to the actual commencement of the work.
3. Acquainting itself with other documents, requirements and information, fulfilment of which is required, and submission of which is conducted either physically or by making them accessible by sharing them in an electronic form. Demonstrably acquainting its employees in this extent and fulfilling individual stipulations from these documents, requirements and information during all activities conducted at RPA.
4. Conveying all requirements of the CUSTOMER to all persons who participate in the implementation of the given work for the CUSTOMER (all levels of subcontractors) and, upon request, providing a list of all of such persons.
5. Before starting the work, submit to the CUSTOMER the structure of its subcontracts (number and activities). The first level of subcontracting is permitted for work for the CUSTOMER. Other possible levels are subject of approval of the CUSTOMER.
6. Accepting the fact that the CUSTOMER considers all persons who participate in the implementation of the given work for the CUSTOMER as regular employees of the CONTRACTOR.
7. Reporting all hours spent on the implementation of the given work for the CUSTOMER during the given month by the fifth day of the following month.
8. Submitting to inspections and audits organized by the CUSTOMER for the purpose of verifying the fulfillment of the binding conditions related to individual areas of the integrated management system, conditions specified in the Binding standards and information and other contractual conditions; providing maximum necessary cooperation, required information and written records on their fulfillment and immediately implementing the given agreed corrective measures during these activities.
9. Complying with the decisions of the persons who are authorized to conduct inspection activities and, upon their request, immediately suspending work should the environment, life and health of people become endangered or should extraordinary events and damages occur.
10. Maintaining individual work places in order, removing all leaks to the environment incurred during the process of fulfilling this contract at its own expense, even if they occur outside of the actual work places.

**B. Waste management and end-of-life products**

1. The CONTRACTOR, activities of which result in the creation of waste, is always considered to be the originator of such waste with the exception of wastes with a positive value –waste metals, waste oil etc., unless specified otherwise by the CUSTOMER in the contract or order. If the CUSTOMER agrees that the waste originator will be the CUSTOMER, the CONTRACTOR is obliged to cooperate with the CUSTOMER in fulfilling the legal obligations imposed on the waste originator (requirements for waste collection, determination of waste characteristics, etc.) and ensure compliance with related requirements of the CUSTOMER (DE representative).
2. The CONTRACTOR, activities of which result in the creation of a product with an end-of-life (i.e. electrical equipment, battery or accumulator, tire or vehicle), is obliged to hand it over only to a person authorized to take it over.
3. The CONTRACTOR is obliged to handle incurred waste / end-of-life products at its own expense and in compliance with the stipulation of the Waste Act and the Act on End-of-Life Products (hereinafter referred to as products) or, if applicable, the Act on Packaging and contract, i.e. to organize its sorting, transport up to the point of its submission for final utilization or liquidation / for take back, including other related activities. Waste liquidation or utilization has to be secured on contractual bases by an entity that is authorized for such an activity pursuant to the Waste Act. In relation to the above stated stipulation, the CONTRACTOR is also obliged to:
4. Collect waste/products only in suitable collection containers that correspond to the waste/product in terms of their technical condition and labeling.
5. Abstain from placing waste/products incurred as a result of its activities to collection containers of other entities without their prior written approval.
6. Abstain from using exterior or interior areas of the buildings for temporary waste/products collection without obtaining a written approval by the manager of the given section.
7. Ensure that its waste/products collection process does not damage the environment or does not cause leaks to its surroundings and does not cause further waste degradation (due to rain, etc.).Furthermore, the CONTRACTOR is also obliged to appropriately mark its waste collection locations and waste containers in accordance with the given legal regulation and to mark them with the given CONTRACTOR’s name, name of its representative and his/her phone number.
8. Abstain from placing waste outside of the given collection containers (which have to be marked in accordance with the given legal regulation) with the exception of temporary deposits of uncontaminated soil, uncontaminated metal waste or construction debris prior to its transport for final utilization or liquidation. Such deposits should be marked with the name of the CONTRACTOR, name of its representative and his/her phone number.
9. Submit all waste with a positive value (metal waste, waste oil etc.) incurred as a result of the given work implementation to a location specified by the CUSTOMER, unless specified otherwise in the contract.
10. Submit waste only to operators of facilities for handling with the relevant type and category of waste, it means utilization, collection or liquidation.
11. Obtain a permit of the corresponding regional authorities, provided it operates facilities designated for waste collection, utilization, liquidation or storage within the area of RPA.
12. Submit to the CUSTOMER an approval of the given regional hygienic station for handling waste that contains asbestos (provided such waste occurs as a result of the activities of the CONTRACTOR).
13. Demonstrate that the vehicles used for the transport of dangerous waste of a volume that exceeds the limits pursuant to the ADR are furnished and marked in compliance with this regulation and that the drivers of these vehicles are trained in the appropriate manner. At the CUSTOMER’s request, hand over the contact of the ADR specialist, who ensures for the CONTRACTOR the fulfillment of the obligations given by the ADR regulation.
14. Maintain records as the given waste originator in the extent specified by the Waste Act and its implementation regulations.
15. Submit copies of such documents that form a part of the documentation related to the given work implementation and acceptance by the contractual partner, by the means of which the CONTRACTOR demonstrates the given waste quantity, utilization manner or liquidation (weight slips a report sheets for transporting hazardous waste – NSTHW).
16. Submit to the CUSTOMER waste production records related to the waste created during the given year at RPA by the activities of the CONTRACTOR conducted for the CUSTOMER designated for IPR reports. Should the work be completed by the end of the given calendar year, the CONTRACTOR is obliged to submit the information upon the completion of the order as a part of the work transfer procedure. Should the work completion date fall beyond the end of the given calendar year, this information should be submitted in 2 parts:
    1. Part 1 – overview data by January 31st of the given calendar year for the previous year,
    2. Part 2 – upon the completion of the order as a part of the work transfer process – data from January 1st of the current year until the order completion date in the current year.
17. Submit data for IPR reports to the CUSTOMER in an electronic form in the extent of the table submitted by the CUSTOMER prior to the work commencement. The CONTRACTOR submits to the CUSTOMER the completed table by the deadlines specified in Article 13 m). The CONTRACTOR is responsible for the accuracy and completeness of the provided data to the CUSTOMER. The EKO RPA unit has the right to inspect the provided data at the facilities of the CONTRACTOR.
18. Transport waste/products to its final liquidation or utilization via the designated gates. Waste transport is subject to duly completed and confirmed pass permit, which can be obtained for the given premises from the website specified in Article 2 of the General Conditions. The CONTRACTOR is obliged to furnish waste that is being submitted for final liquidation or utilization with the documents required by the corresponding legal regulations (for hazardous waste, the CONTRACTOR has to also provide the corresponding hazardous waste identification sheet and Report sheet for transporting hazardous waste NSTHW, documents that demonstrate the given waste physical and chemical characteristics, etc.).

**C. Air protection**

1. The CONTRACTOR that operates an air pollution source on the premises pursuant to the Air Protection Act is obliged to immediately inform the Department of the Environment should an emergency leak from this operated source occur at [hlaseni.hseq@orlenunipetrol.cz](mailto:hlaseni.hseq@orlenunipetrol.cz). Furthermore, the CONTRACTOR has to also notify the Production operative control department and, in the case of a refinery, also the given shift manager for Litvínov or for Kralupy nad Vltavou. The CONTRACTOR has to state a contact for an authorized employee and his/her phone number.

**D. Old environmental burdens and water protection**

The CONTRACTOR undertakes to:

1. Should an extraction of soil (construction debris) be expected as a part of the planned activities on the premises of CHEMPARK Záluží, proceed according to Regulation 372; comply with its provisions and ensure, in accordance with this directive, the monitoring of excavation works.
2. As part of the implementation of the planned activity, ensure sufficient technical measures to prevent damage or destruction of the wells. Technical measures means lining the well with a concrete ring preventing mechanical damage to the well, e.g. when handling heavy equipment and placing a steel rod inside the ring at a height of at least 150 cm, provided with a clearly visible paint to ensure sufficient visibility of the well. The implementation of technical measure is subject to control of the fulfillment of the obligations of the CONTRACTOR and its subcontractors.
3. Should the activities of the CONTRACTOR result in a damage, contamination or destruction of a well, the CONTRACTOR is obliged to immediately report it to the Department of the Environment. The corresponding repair, cleaning or replacement will be consulted with Department of the Environment, carried out by a specialist company provided by the CONTRACTOR at its expense. . If it is not possible to identify the culprit of damage, contamination or destruction of the well, the costs of repairing the well, cleaning or building a replacement well will be covered by the company that manages the area (block), pursuant to Regulation 704, in which the damaged, contaminated or destroyed well was located.
4. Should the conducted activities include handling of harmful substances (HS) in the extent that is greater or when their handling is associated with an increased risk to surface or groundwater, a plan of emergency measures for possible accidents has to be prepared (emergency plan for water protection in the extent of the activities that are relevant for chemical accidents, which can endanger or worsen the quality of underground and surface water or the given rock environment) and submitted to the Department of the Environment for comments.
5. Locations where leaks can occur and where HS could leak into water (see the Water Act) have to be secured using catchment containers or emergency reservoirs (tubs) and suitable sorption aids.
6. Securing HS storage areas by the mean of an impermeable adaptation that prevents HS leaks into underground water (using, for example, impermeable wall plinths and raised thresholds at the entry openings), and furnishing it with emergency aids for catching possible leaks occurred when handling the given substances (for example, containers for catching leaked HS, sorption aids, etc.) and with suitable aids for premedical first aid and washing of people.
7. Handling HS only on paved and water-secured surfaces, not endangering the quality of water in the sewerage system network, not endangering the quality of surface and underground water and soil.
8. Operating only such technological devices at its worksites and conducting only such activities that have been properly consulted with the corresponding units of the contractual partner, i.e. the Water Management Production team and the Department of the Environment at the CHEMPARK Záluží, resp. with the manager of the Kralupy waste water treatment plant and with the Department of the Environment at the Kralupy refinery.
9. Discharging waste water to the sewerage system or to a waste water treatment facility only at the location and in the way that have been designated based on the conditions specified by the Water Management Production team and the Department of the Environment at the CHEMPARK Záluží, resp. by the manager of the Kralupy waste water treatment plant and with the Department of the Environment at the Kralupy refinery. Comply with the ban on unauthorized discharge of wastewater into the sewer system and unauthorized liquidation on the premises or outside of the premises of the company.
10. Proceeding in compliance with Regulation 444/1 in the case of accidents that can endanger or worsen the quality of underground or surface water or of the given rick environment, i.e. reporting the accident to the CFRU and head of workplace, in the case of a refinery, to the given shift manager for Litvínov or for Kralupy nad Vltavou. Immediately rectifying the accident causes and its harmful consequences or to at least minimize them.
11. Allowing for inspections of the used areas and properties conducted for the purpose of verifying their compliance with the conditions specified for handling harmful substances and with the valid legislature and internal regulations, and providing the necessary documentation for such inspections. Incompliance with the obligations in the area or the protection of the environment can result in a sanction imposed on the CONTRACTOR by the Department of the Environment in accordance with Article I of this appendix. Fundamental or repeated breaches of the conditions of the protection of the environment can form a reason for withdrawing from the contract.
12. Water collection from underground distribution networks and hydrants can be conducted only upon obtaining approval from the CUSTOMER by authorized representatives of the given hydrant network operator.

**E Chemical substances**

1. Should the delivery include chemical substances or mixtures, the CONTRACTOR undertakes to:

* Provide the CUSTOMER with their safety sheets (SDS) in the Czech language pursuant to Article 31 of Directive (EC) No. 1907/2006 REACH or with a declaration pursuant to Article 32 of Directive (EC) No. 1907/2006 REACH, including the relevant exposure scenarios in Annex of SDS or the information from the exposure scenarios included in the SDS (extended SDS), the information derived from the exposure scenarios should be indicated;
* Prove in written form to the CUSTOMER, that all the supplied chemical substances or individual components of the supplied mixtures have been registered, are on the candidate list (SVHC substances) are subject to mandatory authorization, have valid permits for the intended use pursuant to Directive (EC) No. 1907/2006 REACH and comply with all other obligations specified by this directive or, if applicable, that the obligations pursuant to the stated directive do not apply to them,
* Provide the CUSTOMER with a written notification about determining an only representative pursuant to Article 8 of Directive (EC) No. 1907/2006 REACH, provided the chemical substances or mixtures in question are imported from countries that are not members of the EU. CUSTOMER shall not take over the chemical substance or mixture unless it is documented in writing that an only representative has been appointed.
* Supply hazardous chemicals / mixtures in packaging and labeled in the Czech language in accordance with Title III and Title IV of Regulation (EC) No. 1272/2008 CLP (including a unique composition identifier - UFI code on the label, where relevant).

1. Should the delivery include technologies that are used for creating new chemical substances, with the exception of final products, the CONTRACTOR is obliged to provide the CUSTOMER with their identifications, stating if they are subject to registration, authorization (permit) or restriction pursuant to Directive (EC) No. 1907/2006 REACH.
2. If chemicals or mixtures of chemicals intended for the operation of polyethylene PE2, polyethylene PE3 and polypropylene PP are supplied, the CONTRACTOR undertakes to supply an up-to-date statement for use in food contact materials in accordance with Chapter 4, Article 15 and Annex IV, Commission Regulation (EU) No 10/2011.
3. If the delivery includes a biocidal product (s), the CONTRACTOR undertakes:

* that biocidal product complies with the requirements of Regulation (EC) No 528/2012 concerning the placing on the market and use of biocidal products (BPR), as amended (use authorization); where applicable, the placing on the market of the Czech Republic was announced in accordance with Act No. 324/2016 Coll., as amended;
* document in writing to the CUSTOMER a copy of the supplier's permit for the use of the biocidal product and its placing on the Czech market according to the BPR regulation or according to Act No. 324/2016 Coll. (provide the number of the permit and the date until which the permit is valid), provide the CUSTOMER with a safety data sheet in the Czech language.

**F. Occupational health and safety, fire protection and serious accidents prevention**

The CONTRACTOR undertakes to:

1. Conduct all its work in a professional manner, using medically competent employees.
2. Use for its work only such means that comply with the conditions specified by the given manufacturer, with the corresponding legislative and normative requirements and requirements of CUSTOMER pursuant to Regulation 402.
3. Secure and provide all persons who participate in the implementation of the given work with the necessary personal protection equipment, which is required by the CUSTOMER because of the character of the given work environment.
4. Secure OHS of independently enterprising physical persons, who will conduct their activities for the CONTRACTOR based on a given Order/Contract, in the same manner the CONTRACTOR would do for its own employees, with the stipulation that these persons have to be insured with regard to their possible physical harm or death in relation to fulfilling the obligations of the CONTRACTOR.
5. Provide the CUSTOMER with written information about the risks arising from the character of the works of its subcontractors, which could endanger health and safety of the employees of the CUSTOMER, and if applicable, of other people, who are present on the premises of the CUSTOMER with its knowledge.
6. Secure attendance of its employees and employees of its subcontractors who will participate in the implementation of the work for the CUSTOMER at the initial and repeated OHS, COMAH and FP training and at other training seminars that the CUSTOMER will require.
7. Designate a leader / foreman (trained as work permit recipient or other designated person) for each work group / crew, who is designated to manage the work group during work activities and be present at the work site while the work is being performed. Should workers of other nationalities be employed, there has to be at least one employee in every work group who is able to fluently communicate in the Czech language and to interpret to all members of the given group and thus communicate to them all necessary information during their work activities as well as in the case of extraordinary situations.
8. Observe the stipulations of worksite transfer protocols, if any.
9. Secure the safety of all persons present on the worksites designated for the implementation of the work with the knowledge of the CONTRACTOR.
10. Secure its own work procedure management, require and inspect compliance with the corresponding legal and other regulations, technical standards and all other regulations and requirements specified in the contract by its employees and employees of its subcontractors.
11. Secure coordination of the activities of its employees and employees of its subcontractors. Secure coordination of all entities present at the given workplace, for which such an obligation has emerged.
12. Attend OHS and FP meetings organized by the CUSTOMER.
13. Conduct safety observations in cooperation with the CUSTIOMER and to submit the results of such observations to the CUSTOMER in writing.
14. Secure activities of professionally competent persons during the work implementation process in the area of risk prevention, there has to be at least one appropriately competent person per 50 people who are implementing the work and at the same time to secure the activity of a professionally qualified competent in and fire protection.
15. Behave in such a way as not to cause an extraordinary event, equipment failure or release of hazardous substances into the environment, know the block number of the place where the person is located or conducts activities, and know the designation of the roads surrounding the block.
16. Follow the instructions of the emergency services, law enforcement agencies or the instructions of the company's dispatch center issued through the sound system of the premises.

**G. Transport of dangerous goods**

1. Should the CONTRACTOR need to transport dangerous goods (wastes included) that are subject to the ADR agreement and/or RID regulation to or from the premises of the company for the purpose of the work implementation, the CONTRACTOR is obliged (using its own employees or employees of its contractual transportation provider) to make sure that all requirements of the ADR agreement and/or RID regulation are complied with (such as, fulfilment of the obligations of the main and other participants of the dangerous goods transport, using only approved packages for the transport of the given dangerous goods, correct marking of the packages and vehicles by appropriate safety signs, orange signs, signs that mark substances that endanger the environment, and other prescribed signs of the required design, certifications of the persons/vehicles who/that transport dangerous goods, safe unloading and loading of the given goods, reporting all accidents occurred during the transport on the premises of the CUSTOMER, and, for high consequence dangerous goods, the CONTRACTOR must accept, apply and comply with Security Plan for Carriage of High Consequence Dangerous Goods).
2. CONTRACTOR is obliged to follow Directive 433/4 SAFE OPERATION OF SLUDGE TANKS FOR PUMPING HYDROCARBON SLUDGE when using sludge tanks for pumping hydrocarbon sludge.  
   CONTRACTOR is obliged to follow Directive 433/3 DISCHARGE OF APPARATUS FILLINGS USING VACUUM DEVICES when using vacuum devices for discharge of apparatus fillings. CONTRACTOR is obliged to follow Directive 433/7 Equipment of Transport Units Providing Carriage of Dangerous Goods by Road.
3. If the transport of dangerous goods is carried out on non-public roads only within premises of the company (in Litvínov and Kralupy nad Vltavou), the CONTRACTOR must mark vehicle, tank or container with corresponding UN number (orange-coloured plates) and labels, no other obligations (ADR) are required.

**H. Obligations of the CUSTOMER related to the activities of the CONTRACTOR and its subcontractors:**

1. Organizing initial and repeated safety training seminars and, if applicable, other training seminars that need to be conducted for the purpose of securing the given safety conditions for the employees of the CONTRACTOR and employees of its subcontractors.
2. Submitting organizational and management standards of the CUSTOMER to the CONTRACTOR (which have not been published at the website pursuant to Article 2 of the General Conditions and in other shared files, with which the CONTRACTOR has been acquainted and to which the CONTRACTOR has had access), which the CONTRACTOR will be obliged to comply with considering the character of its activities in the printed or electronic form.
3. Ensuring CFRU intervention in the case of an extraordinary event.
4. Securing obligations of the operators of dedicated lifting devices used by the CONTRACTOR in operation buildings, which are owned by the CUSTOMER; providing lifting technology installed in its operation buildings by an authorized crane operator of the CONTRACTOR.
5. Allowing entry of the CONTRACTOR’s vehicles to its worksite under the conditions specified at the website pursuant to Article 2 of the General Conditions.
6. Acquainting the CONTRACTOR in the necessary extent with the emergency plan of the given production facility/unit, evacuation locations and conduct principles in the case of undesirable extraordinary events at the production facility/unit or its surroundings.
7. Providing the CONTRACTOR with the necessary information and consulting for preparing its own emergency instructions/evacuation plans and OHS and FP documentation.

**I. Breaches of the conditions related to safety and protection of the environment**

1. Breaches of the conditions related to safety and protection of the environment will be addressed in compliance with the conditions specified at the website pursuant to Article 2 of this appendix according to the document entitled " HSE Sanctions – Occupation health and safety and fire protection - tariff".
2. Should the CONTRACTOR, its employees or employees of its subcontractors breach any of the obligations from the area of safety and protection of the environment and should the CUSTOMER impose a financial sanction against him, the CONTRACTOR undertakes to pay this sanction as if he had breached the obligation himself.

**Used abbreviations:**

ADR - Agreement concerning the International Carriage of Dangerous Goods by Road

SDS - Safety Data Sheet

OHS - Occupational health and safety

WWTP - Waste water treatment plant

EC - European Community

CFRU - Company fire rescue unit

IPR - Integrated pollution register

NSTHW - Notification sheet for transporting hazardous waste

DE - Department of the Environment

FP - Fire protection

REACH - Registration of chemical substances

RID - Regulation concerning the International Carriage of Dangerous Goods

SVHC - Substance of very high concern

HS - Harmful substances

ENV - Environment

**Contacts:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **ORLEN Unipetrol RPA CHEMPARK Záluží** | **Litvínov Refinery CHEMPARK Záluží** | **Kralupy nad Vltavou Refinery** |
| **Environmental department** | 476162617 | 476162617 | 312887455 |
| **Waste and the air** | 476162623 | 476164442 | 312887455 |
| **Water** | 476163471 | 476162955 | 312887455 |
| **Water management Production team** | 476162855 | 476162855 | 312887511 |
| **Litvínov operative management department** | 476163111 476163112 | 476163111 476163112 | - |
| **Shift manager** | - | 476166388 | 312887437 |
| **Prevention of serious accidents** | 476163628 | 476163628 | 476163628 |
| **OHS** | 476164105 | 476164105 | 476164105 |
| **Company fire rescue unit and FP (CFRU)** | 150/112  from cell phones 476 161 500 or 476 161 120 | - | 150  from cell phones 315711 500 |
| **Transport of dangerous goods** | 476 162 655  476 163 267 | 476 162 655  476 163 267 | 476 162 655  476 163 267 |