

		Annex no. 4 HSEQ	
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Appendix 4 – 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 CUSTOMER related to the activities of the CONTRACTOR and its subcontractors:

A. General conditions

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 UNIPETROL RPA, s.r.o. (hereinafter referred to as “RPA”) stated on the following website: <http://www.unipetrolrpa.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. 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.
6. 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.
7. 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 necessary cooperation, required information and written records on their fulfillment and immediately implementing the given agreed corrective measures during these activities.
8. 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.
9. 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

10. The CONTRACTOR, activities of which result in the creation of waste, is always considered to be the originator of such waste, unless specified otherwise by the CUSTOMER in the contract, order or other written record (work journal record etc.).
11. The CONTRACTOR is obliged to handle incurred waste at its own expense and in compliance with the stipulation of the Waste Act or, if applicable, the Act on Packaging, i.e. to organize its sorting, transport up to the point of its submission for final utilization or liquidation, 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:

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- a) Own or lease waste collection containers, technical condition and marking of which correspond to the waste, for which they are designated.
- b) Abstain from placing waste incurred as a result of its activities to collection containers of other entities without their prior approval.
- c) Abstain from using exterior or interior areas of the buildings for temporary waste collection without obtaining a written approval by the manager of the given section.
- d) Ensure that its waste collection process does not damage the environment or does not cause leaks to its surroundings. 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.
- e) 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 scrap 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.
- f) Submit all usable waste (metal, plastic, paper, waste oil) incurred as a result of the given work implementation to a location specified by the CUSTOMER, unless specified otherwise in the contract.
- g) Submit waste only to persons with the appropriate authorization to operate facilities for the use of such waste, for their liquidation, collection or purchasing.
- h) Obtain an approval of the corresponding regional authorities, provided it operates facilities designated for waste collection, purchasing, processing, utilization, liquidation or storage within the frame of RPA.
- i) 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).
- j) 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.
- k) Maintain records as the given waste originator in the extent specified by the Waste Act and its implementation regulations.
- l) 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/ RSTHW).
- m) 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:
 - a. Part 1 – overview data by January 31st of the given calendar year for the previous year,
 - b. 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.
- n) 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 11 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.
- o) Transport waste 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

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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/RSTHW, documents that demonstrate the given waste physical and chemical characteristics, etc.).

C. Air protection

12. 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@unipetrolrpa.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.
13. When a regulation state of any degree is activated, the CONTRACTOR is obliged to observe the instructions issued by the Production operative control department of RPA.

D. Old environmental burdens and water protection

14. Should an extraction of more than 30 m³ of soil (construction debris) be expected as a part of the planned activities on the premises of CHEMPARK Záluží, such an activity has to be reported when selecting the given construction site, however, 70 calendar days prior to the commencement of the ground (demolition) works, to the Department of the Environment pursuant to Regulation 372; moreover, the stipulation of this regulation have to be observed.
15. Should the activities of the CONTRACTOR result in a damage of a well, the CONTRACTOR is obliged to immediately report it to the Department of the Environment. The corresponding repair or replacement will be organized by the Department of the Environment in cooperation with an expert hydrogeological company at the expense of the CONTRACTOR.
16. Should the conducted activities include handling of harmful substances or substances with an increased hazard pursuant to the Water Act in the extent that is greater than the extent specified by the given implementation regulation, 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.
17. 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.
18. 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.
19. Handling HS only on paved and water-secured surfaces, not endangering the quality of water in the sewerage system network and not endangering the quality of surface and underground water.
20. 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 Unit 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.
21. Discharging waste water to the sewerage system or to a waste water treatment facility at the location and in the way that have been designated based on the conditions specified by the Water Management Unit 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. Complying with

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the sewerage system discharging ban and the ban on unauthorized liquidation on the premises or outside of the premises of the company.

22. 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 risk environment, i.e. reporting the accident to the Operative Management Department or CFRU and, 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.
23. 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.
24. 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

25. Should the delivery include chemical substances or mixtures, the CONTRACTOR undertakes to:
 - Provide the CUSTOMER with their extended safety sheets 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,
 - Provide the CUSTOMER with a declaration that all the supplied chemical substances or individual components of the supplied mixtures have been registered, 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 exclusive 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.
26. 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.

F. Occupational health and safety, fire protection

The CONTRACTOR undertakes to:

27. Conduct all its work in a professional manner, using medically competent employees.
28. Use for its work only such means that comply with the conditions specified by the given manufacturer and with the corresponding legislative and normative requirements.
29. 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.
30. 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.

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31. 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.
32. 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 and FP training and at other training seminars that the CUSTOMER will require.
33. 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.
34. Observe the stipulations of worksite transfer protocols, if any.
35. Secure the safety of all persons present on the worksites designated for the implementation of the work with the knowledge of the CONTRACTOR.
36. 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.
37. 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.
38. Attend OHS and FP meetings organized by the CUSTOMER.
39. Conduct safety observations in cooperation with the CUSTOMER and to submit the results of such observations to the CUSTOMER in writing.
40. Secure activities of professionally competent persons during the work implementation process in the area of risk prevention and fire protection; there has to be at least one appropriately competent person per 100 people who are implementing the work. Professional competencies of foreign CONTRACTORS are assessed based on their nationality.

G. Transport of dangerous goods

41. Should the CONTRACTOR need to transport dangerous goods that are subject to the ADR agreement and/or RID regulation to 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-risk dangerous goods, preparation, introduction and usage of the appropriate Safety Plan for the transport of high-risk dangerous goods).

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

42. 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.
43. 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.

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44. Ensuring CFRU intervention in the case of an extraordinary event.
45. 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.
46. 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.
47. 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.
48. 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

49. 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.
50. 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.

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Used abbreviations:

ADR	- European Agreement concerning the International Carriage of Dangerous Goods by Road
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
RSTHW	- Recording system for transporting hazardous waste
HS	- Harmful substances
ENV	- Environment

Contacts:

	UNIPETROL RPA CHEMPARK Záluží	Litvínov Refinery Chempark Záluží	Kralupy Refinery
DE	476162617	476162617	312887455
Waste and the air	476162623	476164442	312887455
Water	476163471	476162955	312887455
Water management unit	476162855	476162855	312887511
Litvínov operative management department	476163111 476163112	-	-
Shift manager	-	476166388	312887437
Prevention of serious accidents	476162655	476162655	476162655
OHS and FP	476164105	476164105	476164105
Company fire rescue unit	150/112 from mobile phones 476 161 500 or 476 161 120	-	150 from mobile phones 315711 500