



## Terms and Conditions

for the provision of Work Health Safety (WHS), Environmental Protection (EP), Fire Protection (FP) and security – physical security (the “Terms and Conditions”) issued in line with Section 1751 of Act No. 89/2012 Coll., the Civil Code

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The purpose of the following provisions of the Terms and Conditions is to define the rights and duties of the contracting parties (Customer and Supplier) with respect to provision of work health safety (“WHS”), fire protection (“FP”) and environmental protection (“EP”) in performing the Contract at the Customer’s workplaces or outside these workplaces in compliance with Czech law.

“**Customer**” means:

**NET4GAS, s.r.o.**

Na Hřebenech II 1718/8

CZ-140 21 Prague 4 – Nusle

Entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 108316, ID No. 272 60 364, Tax ID No. CZ27260364

“**Supplier**” means every person with which a Contract has been concluded and, as a consequence of performing such a Contract, rights and duties arise for the parties in the area of WHS, FP and EP. These Terms and Conditions apply also to the Supplier’s subcontractors. The Supplier undertakes that during performance to the benefit of the Customer the Supplier’s employees, subcontractors and their employees will comply with these Terms and Conditions and fulfil the duties set out herein to the same extent to which the Supplier is bound.

All persons (workers) that the Supplier entrusted with the performance of the Contract shall be deemed the Supplier’s employees.

“**Contract**” means a contract between the Customer and the Supplier (including contracts in the form of an accepted and confirmed order in accordance with the relevant Customer’s terms and conditions or internal procedures) whose subject matter is in particular the supply of goods, the completion of a work (such as a structure) or the provision of a service and in which the contracting parties expressed their will that these Terms and Conditions shall apply accordingly to such a Contract.

These Terms and Conditions shall be binding upon the Customer and the Supplier, if the parties have agreed to adhere to these Terms and Conditions under a validly concluded Contract.



## 1. Suppliers working at the Customer's workplace

### A. WHS

#### I. SUPPLIER'S RIGHTS AND DUTIES

1. The Supplier undertakes to cooperate with the Customer in providing work health safety of the Supplier's employees working at the Customer's workplace pursuant to Section 101 of Act No. 262/2006 Coll., the Labour Code, as amended. Before the commencement of work which constitutes the subject matter of performance under the Contract, the Supplier shall:
  - a) hand over to the Customer at whose workplace the Supplier will work a written report on the hazards associated with the execution of the Supplier's work and on the protective measures against the effects of these hazards;
  - b) inform its employees and/or subcontractors on the hazards and on the protection against the effects of these hazards at the Customer's workplace on which the Supplier was informed in writing by the Customer;
  - c) inform the Customer in writing on whether the subject matter of the Contract will be performed by multiple subcontractors so that the Customer could determine the manner in which work safety at the workplace shall be coordinated pursuant to the Labour Code, or to provide a WHS coordinator for the construction site, if the concerned work meets the conditions for his appointment;
  - d) enable the Customer to familiarise the employees and subcontractors with the internal safety procedures and other specific WHS issues relating to the concerned workplace;
  - e) assign work only to those employees who have been trained on the general principles of the WHS, hold valid certificates for the execution of activities requiring professional qualifications, in compliance with statutory requirements (such as a driving licence, welder's licence, crane operator's licence etc.) and are physically fit for the concerned work.
2. The Supplier must be able to prove the existence of valid licences for the pursuit of activities which require professional qualifications or special professional qualifications.
3. A failure to adhere to this provision is sanctioned on the terms and in the amount set out by these Terms and Conditions.
4. The Supplier further undertakes that at the Customer's workplace the Supplier's employees, subcontractors and their employees will:
  - a) comply with safety and hygiene regulations and act in such a manner as to avoid any damage to human health and property;
  - b) use, at work, the prescribed protective equipment and personal protective equipment;
  - c) use for work only such tools, machines and aids that comply with safety regulations and technical standards and are in orderly condition;
  - d) not consume alcoholic drinks or other narcotic and psychotropic substances or work under their influence and at the request of the Customer's representative they shall undergo tests detecting the use of such substances in the presence of the Supplier's managing employee;
  - e) observe the prescribed prohibition of smoking;
  - f) subject themselves to a check of items brought in and from the Customer's premises;
  - g) use only such tools, machines and equipment owned by the Customer for the use of which they have obtained written consent;
  - h) handle chemical substances in such a manner as to avoid threatening human life or health or the environment and to meet the requirements of the applicable legislation, in particular the provision of rules and training pursuant to the provisions of Section 44a of Act No. 258/2000 Coll., on the Protection of Public Health, as amended, and safety data sheets pursuant to Regulation (EC) No. 1907/2006 REACH;
  - i) at the oral request of the Customer's representative and without undue delay they shall produce a valid proof of professional qualifications or special professional qualifications, if they carry out activities which require such qualifications.
5. While executing activities associated with the subject matter of the Contract at the Customer's workplace, the Supplier shall:
  - a) keep the workplace clean and tidy;
  - b) request written consent to all modifications of safety, hygiene and fire-fighting equipment and their labelling;
  - c) proceed in compliance with the relevant measures prescribed by Act No. 183/2006 Coll., the Building Code, as amended, in cases where the equipment of the workplace is regarded as provisional or where the Customer requires alteration or removal etc.;
  - d) report in advance and discuss with the Customer any work in protective zones of utility networks or in the vicinity of other facilities (such as warehouses and storage facilities for industrial gases or motor fuels)



- and respect in the course of such work their protective zones and work with caution;
- e) report, register and record all occupational injuries of its employees and subcontractors which occurred at the Customer's workplace or during work carried out in favour of the Customer and to invite the Customer's responsible representative for the due investigation of such injuries. Furthermore, the Supplier shall keep record of and report hours worked by its employees (or the employees of its subcontractors) to the benefit of the Customer. On a quarterly basis, before the 10<sup>th</sup> day after the end of a calendar quarter, the Supplier shall send all records concerning injuries occurring in the course of work for the Customer and the recorded worked hours to the following e-mail address: [urazy@net4gas.cz](mailto:urazy@net4gas.cz).

## II. CUSTOMER'S RIGHTS AND DUTIES

### 1. The Customer undertakes:

- a) to hand over to the Supplier, whose employees or subcontractors will work at the Customer's workplace, written information on the hazards of the workplace and on the prescribed protective measures against the effects of these hazards;
- b) to inform its employees on the hazards associated with the execution of the Supplier's work on which the Customer was informed in writing by the Supplier and on the protective measures against the effects of these hazards;
- c) to inform the Supplier on measures for the handling of emergencies;
- d) to appropriately and duly hand over to and mark the working space for the Supplier (and its subcontractor) and mark and delimit access roads;
- e) to inform, through an appointed contact person, the competent Customer's managing employees whose employees use the workplace or other spaces where the Supplier will work, on the purpose of the work carried out by the Supplier (or its subcontractor) at the workplace. The Customer further undertakes to inform these employees on all adopted safety measures no later than on the day following the day when the Customer receives the necessary information from the Supplier.

### 2. The Customer hereby reserves the right:

- a) to check the Supplier's work with respect to compliance with the above-mentioned principles of work health safety during work and, in the event of a serious breach of some of the provisions as a result of which safety or health could be threatened, to order the

termination of the performance or banish the person causing the threat from the workplace and from the Customer's premises;

- b) to conduct a customer audit of the Supplier in order to evaluate compliance with legal requirements and the Customer's obligations from the point of view of WHS and FP management and protection.

## B. EP

### I. SUPPLIER'S RIGHTS AND DUTIES

1. The Supplier undertakes to execute all contractually agreed activities in a manner preventing any adverse effects on the environment. At the Customer's workplace the Supplier shall adhere to the Customer's internal environmental instructions and procedures and generally binding Czech legal regulations. The Supplier shall be liable for any damage to the environment resulting from the Supplier's activity incurred by the Supplier, the Customer or third parties including the remedying of such damage.
2. The Supplier shall confirm whether the Supplier has a certified EP system in place pursuant to ISO 14001 standard.  
If the Supplier has a certified EP system in place pursuant to ISO 14001 standard, the Supplier shall inform the Customer of the environmental aspects and provide evidence of the measures mitigating their effects.
3. If the Supplier handles dangerous chemical substances or chemical mixtures at the Customer's workplace, **the Supplier shall:**
  - a) present the Customer, at request, with a list of all dangerous chemical substances and chemical mixtures which the Supplier handles as a part of its supply including safety data sheets;
  - b) store dangerous chemical substances and chemical mixtures in compliance with the instructions stated in the safety data sheets and to handle them only through employees who were familiarised with these instructions in a proven manner;
  - c) to handle dangerous chemical substances and chemical mixtures such as to avoid their undesired leakage into the surrounding environment (in particular soil or underground and surface waters);
  - d) treat used packaging of dangerous substances in the same manner as dangerous waste.
4. The Supplier is a producer of waste generated as a consequence of the fulfilment of activities which



constitute the subject matter of the Contract. As such **the Supplier shall:**

- a) prior to commencing the fulfilment of supplies or the provision of services which constitute the subject matter of the Contract, submit, if requested by the Customer's representative, an overview of all waste materials which it will produce as a result of its activities containing the following details: name and type, catalogue number, assumed quantity including specification of the manner of collection, manner of transportation and disposal including valid permits for handling the respective waste;
- b) to properly manage the produced waste, in particular collect sorted waste by type at dedicated sites and keep a record of its quantity;
- c) to secure its own collection site or collection facilities with technical parameters preventing the contamination of water and soil by waste and/or the leakage of waste or its parts into the environment and to secure their proper marking.

5. In case of emergency pursuant to Section 40 of Act No. 254/2001 Coll., persons who detect the emergency shall immediately take an action in order to prevent escalation of the dangerous situation and immediately report the emergency to the Customer.

## **II. CUSTOMER'S RIGHTS AND DUTIES**

1. The Customer shall familiarise the Supplier with the internal environmental instructions and regulations by which the Supplier shall abide at the Customer's workplace, before the Supplier commences to work. The Customer shall further inform the Supplier of the measures that the Supplier shall take in the event of emergency threatening the environment.
2. The Customer shall be authorised to check the Supplier's work with respect to compliance with the aforementioned principles of environmental protection. In the event of a serious breach of some of the provisions as a result of which serious harm could be done to the environment the Customer may terminate the work or banish the person causing the threat from the workplace and from the Customer's premises. The Customer further reserves the right to conduct a customer audit of the Supplier in order to evaluate compliance with legal requirements and the Customer's obligations from the point of view of environmental protection.

## **C. FP**

### **I. SUPPLIER'S RIGHTS AND DUTIES**

1. Unless otherwise agreed, fire protection of the workplace shall be ensured by the Supplier alone to the extent corresponding to the scope of the work carried out by the Supplier.
2. In fulfilling the supplies or providing the services which constitute the subject matter of the Contract the Supplier shall act in such a manner as to prevent the occurrence of fire or any damage to human health and property. For this purpose the Supplier undertakes to familiarise itself with the manner in which workplace fire protection is ensured at the Customer's workplace and to inform accordingly its employees and subcontractors working at the Customer's workplace.
3. The Supplier further undertakes that its employees and subcontractors:
  - a) shall, at the Customer's instruction and always at workplaces where activities involving increased and high fire hazard are carried out, participate in a specialised fire safety training or specialised preparation at the Customer's workplace before the commencement of work;
  - b) shall not, when working by emergency exits, power distribution equipment, gas, water supply and heating shut-off valves, fire safety and fire-fighting equipment and systems, obstruct free access, safe for cases when this is unavoidably required by the subject matter of performance;
  - c) shall consistently adhere to all instructions marked on safety signs and to respect alarm signals;
  - d) shall carry out work involving increased fire hazard (such as welding, grinding, cutting, work with flame etc.) only after the prior reporting of such work and after the issuance of a written instruction for its execution. (Instruction "V" used collectively for "Permission to Execute Work", "Instruction to Execute Welding and Work with Open Fire" pursuant to Decree of the Ministry of Interior No. 87/2000 Coll. and Instruction to Execute Work in Environment with Increased Explosion Hazard pursuant to Government Decree No. 406/2004 Coll.);
  - e) shall, prior to commencing the activity involving fire hazard, inspect the work site and its surroundings, remove flammable substances and perform other fire-safety measures stipulated in the "V" Instruction, including carrying out of a fire safety supervision during the execution and interruption and at the termination of the activity;



- f) shall announce a fire alarm, if observing a starting fire;
- g) shall provide reasonable assistance in fighting a fire.

## **II. CUSTOMER'S RIGHTS AND DUTIES**

1. The Customer shall ensure fire protection of the workplace to the extent corresponding to the scope of activities carried out by the Customer.
2. The Customer shall ensure, upon agreement with the Supplier, training for the Supplier's appointed employees. Furthermore, prior to the commencement of work and with the occurrence of every substantial change of facts, the Customer shall provide the Supplier with information necessary for the training or specialised preparation of the Supplier's employees or subcontractors.
3. The Customer shall be authorised to check the Supplier's work with respect to compliance with the aforementioned fire safety principles. In the event of a serious breach of some of the provisions as a result of which fire could occur or human life, health or property could be threatened, the Customer may terminate the work or banish the person causing the threat from the workplace and from the Customer's premises. The Customer further reserves the right to conduct a customer audit of the Supplier in order to evaluate compliance with legal requirements and the Customer's obligations from the point of view of fire protection.

## **D. Security – physical security**

### **I. SUPPLIER'S RIGHTS AND DUTIES**

1. Independent entry to the Customer's premises and safety zones shall be allowed exclusively to persons who have fulfilled all the conditions allowing them to independently access premises or a safety zone depending on the type of premises or safety zone (such as training courses, tests of professional qualifications etc.) and are authorised to execute there an independent activity arising from their employment, contractual or other similar relationship. Subject to the fulfilment of the aforementioned conditions for allowing independent access to the Customer's premises the Supplier shall obtain from the Customer identification cards (IDC) for persons who will participate in the performance of the commercial relationship. These persons shall wear the IDC visibly displayed during the entire period spent on the Customer's premises. The IDC contains the Customer's logo, the Supplier's name and other details necessary for the identification of persons to whom the IDC was issued. Inside the Customer's premises the Supplier

shall wear the IDC visibly displayed. The IDC is non-transferable.

2. All other persons are allowed to enter the mentioned premises and safety zones only if accompanied by persons to whom independent entry to these premises was allowed on the basis of the prior fulfilment of all the conditions. This condition concerns all persons including persons carrying out state supervisory and control activity stipulated by generally binding legislation.
3. The Customer shall allow for extraordinary entry to its premises to staff members of the Czech Integrated Rescue System and other entities participating in rescue actions (Section 2 of Act No. 239/2000 Coll., on the Integrated Rescue System and on Amendments to Certain Laws).

## **2. Suppliers working outside the Customer's workplace**

### **A. WHS**

#### **I. SUPPLIER'S RIGHTS AND DUTIES**

1. In connection with the activities constituting the subject matter of the Contract the Supplier undertakes to:
  - a) comply with all valid legal and other regulations in the area of work health safety and to act in such a manner as to avoid threatening the safety or health of its employees, subcontractors and other persons;
  - b) enable the Customer to familiarise the Supplier's employees and subcontractors with the safety procedures and other specific WHS issues relating to the activity constituting the subject matter of the Contract;
  - c) assign work only to those employees who have been trained on the general WHS principles, hold valid certificates for the execution of activities requiring professional qualifications, in compliance with statutory requirements (such as a driving licence, welder's licence, crane operator's licence etc.) and are physically fit for the concerned work.
2. The Supplier must be able to prove the existence of valid licences for the pursuit of activities which require professional qualifications or special professional qualifications.
3. A failure to adhere to this provision is penalised on the terms and in the amount set out by these Terms and Conditions.





4. The Supplier further undertakes that in executing activities relating to the subject matter of the Contract its employees, subcontractors and their employees shall:

- a) comply with safety and hygiene procedures and to act in such a manner as to avoid any damage to human health and property;
- b) use, at work, the prescribed personal protective equipment and safety clothing;
- c) use for work only such tools, machines and aids that comply with safety procedures and technical standards and are in orderly condition;
- d) not consume alcoholic drinks or other narcotic and psychotropic substances or work under their influence and at the Customer's request they shall undergo tests detecting their use in the presence of the Supplier's managing employee;
- e) observe prescribed prohibition of smoking;

5. While executing activities associated with the subject matter of the Contract at the Customer's workplace, the Supplier shall:

- a) report in advance and discuss with the Customer any work in the vicinity of utility networks or other facilities (such as warehouses and storage facilities for industrial gases or motor fuels) and respect their protective zones and work with caution in the course of such work;
- b) report, register and record all occupational injuries of its employees and subcontractors which occurred during work carried out in favour of the Customer and to invite the Customer's responsible representative for the due investigation of such injuries. Furthermore, the Supplier shall keep record of and report hours worked by its employees and subcontractors to the benefit of the Customer. On a quarterly basis, before the 10<sup>th</sup> day after the end of a calendar quarter, the Supplier shall send all records concerning injuries occurring in the course of work for the Customer and the recorded worked hours to the following e-mail address: [urazy@net4gas.cz](mailto:urazy@net4gas.cz).

## II. CUSTOMER'S RIGHTS AND DUTIES

1. The Customer hereby reserves the right:

- a) to check the Supplier's work executed in connection with the subject matter of the Contract with respect to compliance with the aforementioned principles of work health safety and in the event of a serious breach of

some of the provisions as a result of which safety or health could be threatened to terminate the work or banish the person causing the threat from the workplace;

- b) to conduct a customer audit of the Supplier whose employees will execute some of the activities defined by the Customer as highly hazardous in order to evaluate compliance with legal requirements and the Customer's obligations from the point of view of work safety.

## B. EP

### I. SUPPLIER'S RIGHTS AND DUTIES

1. The Supplier undertakes to execute all contractually agreed activities in compliance with generally binding Czech legislation and to prevent any adverse effects on the environment. The Supplier shall be liable for any damage to the environment resulting from the Supplier's activity incurred by the Supplier, the Customer or third parties including the remedying of such damage.
2. The Supplier is a producer of waste generated during the fulfilment of activities which constitute the subject matter of the Contract. As such the Supplier as a producer of waste shall dispose of the waste at its own expense pursuant to Act No. 185/2001 Coll.
3. The Supplier shall ensure that in concentrating and collecting waste, facilities with technical parameters preventing the contamination of water and soil by waste and/or the leakage of waste or its parts into the environment are used.
4. The Supplier shall ensure that the Supplier's waste collection containers are labelled in compliance with Act No. 185/2001 Coll.
5. Gas piping may contain condensed natural gas which may be dangerous for waters (toxic for water organisms) and persons (carcinogenicity) due to its characteristics. In executing activities on the gas system and within the Customer's establishments the Supplier shall proceed with caution and prevent any leakage of the condensate into the surrounding environment. In case of emergency pursuant to Section 40 of Act No. 254/2001 Coll. and leakage of any substances the Supplier shall immediately take an action in order to prevent escalation of the dangerous situation and to secure fire safety and immediately report the emergency to the Customer and/or to the Czech Environmental Inspectorate or the Fire Department, if this is necessary with regard to the extent of the emergency.



6. After the completion of work the Supplier and its subcontractors must ensure the cleaning and tidying of all spaces affected by the work. All objects that meet the definition of waste must be disposed of by the Supplier as the Supplier's waste pursuant to Act No. 185/2001 Coll.

## **II. CUSTOMER'S RIGHTS AND DUTIES**

1. The Customer shall be authorised to check the Supplier's work with respect to compliance with the aforementioned principles of environmental protection. In the event of a breach of some of the provisions as a result of which serious harm could be done to the environment the Customer may withdraw from the Contract as a whole or from its part with immediate effect and such a deficiency is deemed a material breach of the Contract.

## **C. FP**

### **I. SUPPLIER'S RIGHTS AND DUTIES**

1. Unless otherwise agreed, fire protection of the workplace (construction site) shall be ensured by the Supplier alone to the extent corresponding to the scope of the work carried out by the Supplier.
2. In fulfilling the supplies or providing the services which constitute the subject matter of the Contract the Supplier shall act in such a manner as to avoid causing fire or any damage to human health and property. For this purpose the Supplier undertakes to set out conditions for extinguishing fire at the workplace and to equip the workplace with means of fire protection. The Supplier shall inform its employees or subcontractors on the conditions of ensuring fire protection at the workplace.
3. The Supplier further undertakes that its employees and subcontractors:
  - a) shall, at the Customer's instruction, participate in a fire safety training or specialised preparation at the Customer's workplace;
  - b) shall consistently adhere to all instructions marked on safety signs and to respect alarm signals;
  - c) shall carry out work involving fire hazard (such as welding, grinding, cutting, work with flame etc.) only after the issuance of a written instruction for its execution. (Instruction "V" used collectively for "Permission to Execute Work", "Instruction to Execute Welding and Work with Open Fire" pursuant to Decree of the Ministry of Interior No. 87/2000 Coll. and Instruction to Execute Work in Environment with a Higher Risk of Explosion pursuant to Government Decree No. 406/2004 Coll.);
  - d) shall, prior to commencing the activity involving fire hazard, inspect the work site and its surroundings, remove flammable substances and perform other fire-safety measures prescribed by the "V" Instruction, including carrying out of a fire safety supervision during the execution and interruption and at the termination of the activity;
  - e) shall announce a fire alarm, if observing a starting fire;
  - f) shall provide reasonable assistance in fighting a fire.

### **II. CUSTOMER'S RIGHTS AND DUTIES**

1. If the nature of the work or the workplace requires training or specialised preparation in the area of fire safety, the Supplier shall participate in such training or specialised preparation at the Customer's instruction.
2. The Customer shall be authorised to check the Supplier's work with respect to compliance with the aforementioned fire safety principles. In the event of a serious breach of some of the provisions as a result of which fire could occur or human life, health or property could be threatened the Customer may terminate the work or banish the person causing the threat from the workplace (construction site).
3. The Customer further reserves the right to conduct a customer audit of the Supplier in order to evaluate compliance with legal requirements and the Customer's obligations from the point of view of fire protection.

## **3. Contractual penalties**

1. For a failure to fulfil or a breach of the aforementioned Supplier's duties the Customer shall be authorised to charge the Supplier a contractual penalty and the Supplier shall be obligated to pay this penalty. Sections A, B and C of this chapter set out specific penalties for the breach of the Supplier's duties. For any other breach of the Supplier's duties pursuant to these Terms and Conditions the Supplier shall pay the Customer a contractual penalty in the amount of CZK 20,000. This penalty shall be payable within 30 days of the date when the Customer requests the Supplier to do so. Contractual penalties in the amounts specified below may be charged for each individual event of breach.

The aggregate amount of the contractual penalties charged in connection with these Terms and Conditions may not exceed 15% of the total value of performance under the Contract.



The provision on contractual penalties shall be without prejudice to the Customer's right to compensation for damage caused by the Supplier.

## A. WHS and FP

1. If during work in a space with explosion hazard the Supplier knowingly fails to use the prescribed work equipment of a non-sparking type (Ex) and the prescribed antistatic clothing despite being informed of these requirements: CZK 50,000.
2. If during work the Supplier fails to use the prescribed protective equipment despite of being informed of this duty: CZK 20,000 for the first case and CZK 40,000 for every subsequent recurring case.
3. If the Supplier executes work involving fire hazard or explosion hazard without the valid Instruction "V": CZK 50,000.
4. If the Supplier or its subcontractor breaches the prohibition of smoking, bringing in and consuming alcohol or other narcotic or psychotropic substances on the Customer's site: CZK 50,000.
5. If the Supplier is not able to produce a proof of professional qualifications for a work for which professional qualifications are required: CZK 10,000.
6. If the Supplier fails to inform the Customer that the construction work constituting the subject matter of the Contract will be performed at the construction site by multiple subcontractors as a consequence of which the Customer as the contracting entity fails to timely appoint a work safety coordinator (coordinators) for the construction site pursuant to the applicable legal regulations: CZK 100,000.
7. The Supplier's failure to comply with the applicable regulations (health, safety and hygiene regulations) causing death of a person: CZK 500,000.
8. The Supplier's failure to comply with the applicable regulations (health, safety and hygiene regulations) causing injury of a person: CZK 100,000.
9. The Supplier's failure to mark the Supplier's employees or subcontractors by the business name: CZK 5,000 for every individual case;
10. For particularly serious breach of the Supplier's duties, i.e. in particular:
  - a) failure to secure excavations (warning tapes, railing, sloping, access to excavations, putting load to edges of excavations etc.);
  - b) failure to secure excavations for pile caps;
  - c) use of unfit work structures (ladders, scaffolding etc.);
  - d) using ladders and work structures in a manner other than the manner prescribed by the manufacturer and/or instructions for use;
  - e) failure to use the prescribed roads and walkways (using formwork, scaffolding etc.);
  - f) working in height without taking measures preventing falls;
  - g) handling heavy materials (binding, transport, binding materials, qualifications of operators) in a manner threatening the safety of operators or other persons;
  - h) consuming alcoholic or addictive substances affecting human activity (workers operating at the workplace under the influence of narcotic or addictive substances including cases of refusal to undergo a breathalyser test);
  - i) failure to comply with basic hygiene habits;
  - j) failure to comply with the approved work procedures;
  - k) commencing work requiring a permit without such a permit (welding etc.); and
  - l) executing overhead work;the Customer shall be entitled to a contractual penalty in the amount of CZK 10,000.
11. For serious breach of the Supplier's duties, i.e. in particular:
  - a) failure to secure an opening which was supposed to be secured for safety reasons (potential fall of materials, tools or persons);
  - b) transport of persons by unfit means (on parts of machines, cranes etc.);
  - c) executing work involving fire hazard without properly securing such work;
  - d) failure to secure pressure cylinders;
  - e) wrong marking and delimitation of the construction site (insufficient securing, absence of signs etc.);
  - f) absence of a first aid box ;
  - g) incorrect and dangerous storage of materials (risk of slide or collapse of stored materials, etc.);
  - h) throwing objects and materials from heights with a risk of injuries caused to persons;the Customer shall be entitled to a contractual penalty of CZK 5,000.
12. For the breach of the Supplier's duties with respect to:
  - a) the use of only fit electrical equipment and electronics (damaged cables, hand tools,





invalid certificates of statutory inspections of electrical equipment etc.); and

- b) work with open flame without the use of personal protective equipment (welder's gear, goggles etc.)

the Customer shall be entitled to a contractual penalty of CZK 3,000.

- 13. For the breach of the Supplier's duties with respect to:

- a) the use of personal protective equipment (failure to use the PPE, unfit PPE, in particular helmet, goggles, fluorescent vest etc.); and
- b) prohibition to smoke outside a dedicated area;

The Customer shall be entitled to a contractual penalty in the amount of CZK 1,000.

- 14. The contractual penalties set out in paragraphs 10 – 13 of this Section shall be paid for each individual breach of the duties. The specification of activities given in brackets for the respective types of breaches is only illustrative.

## B. EP

- 1. The contractual penalties in predefined amounts for the specific cases of breach of the generally binding applicable legal regulations by the Supplier are as follows:

- a) handling the Supplier's waste in breach of Act No. 185/2001 Coll., on Waste Management: CZK 20,000;
- b) the Supplier's failure to fulfil Section 39 (4) of Act No. 254/2001 Coll., the Water Act (leakage of contaminants into soil or water): CZK 100,000;
- c) the Supplier's failure to fulfil basic duties prescribed by Sections 4 through 13 of Act No. 114/1992 Coll. on Nature and Landscape Protection (general protection of nature): CZK 50,000;
- d) failure to comply with the Customer's internal rules for the protection of the environment with which the Supplier was familiarised in a proven manner (operating rules for waste management and handling of chemical substances and mixtures, operating rules for water management): CZK 50,000;
- e) the Supplier's failure to respect and fulfil the duties prescribed for the Supplier in the Customer's emergency plans with which the Supplier was familiarised in a proven manner: CZK 30,000;
- f) use of machinery causing damage to the environment: CZK 10,000 for every individual case.

## C. Security – physical security

- 1. If the Supplier breaches the duty to use personal identification card (IDC) when entering the Customer's premises: CZK 20,000 for the first case and CZK 40,000 for every subsequent recurring case.
- 2. In the case of abuse of the IDC: CZK 40,000 for every first case and CZK 80,000 for every subsequent recurring case.
- 3. If the Supplier breaches the rules defined for independent entry to premises: CZK 20,000 for every first case and CZK 40,000 for every subsequent recurring case.
- 4. The Supplier acknowledges that if despite a proven warning the Supplier repeatedly breaches the rules defined for independent entry to premises, the Customer shall be authorised to revoke the Supplier's right of independent entry to the premises provided that such a revocation shall not be deemed to constitute obstacles caused by the Customer.

These Terms and Conditions come into effect on 30 April 2014.

## Standard ochranných pomůcek v objektech NET4GAS Standard of safety gears at NET4GAS operation sites

Bez ochranných pomůcek  
Without safety gears



**Zakázáno**  
Prohibited

Prostředí bez rizika nebezpečí výbuchu  
(jednorázový vstup s doprovodem)  
Environment without risk of gas  
occurrence (single entry with guide)



- Přilba
- Ucpávky do uší
- Jednorázový kabát
- Pevné boty
- Helmet
- Hearing plugs
- Single-use jacket
- Firm shoes

Prostředí bez rizika nebezpečí výbuchu  
(bez doprovodu)  
Environment without risk of gas  
occurrence (without guide)



- Přilba
- Ochranné brýle
- Ucpávky do uší
- Bavlněný kabát
- Rukavice
- Bezpečnostní boty
- Helmet
- Protective glasses
- Hearing plugs
- Cotton jacket
- Gloves
- Safety shoes

Prostředí s rizikem nebezpečí výbuchu  
(ZONA 2)  
Environment with risk of gas  
occurrence (ZONE 2)



- Přilba
- Ochranné brýle
- Ucpávky do uší
- Kabát a kalhoty s protipožární a antistatickou funkcí (NOMEX)
- Rukavice
- Bezpečnostní boty
- Helmet
- Protective glasses
- Hearing plugs
- Jacket and trousers with fire protective and antistatic function (NOMEX)
- Gloves
- Safety shoes



**Přilba** (zelená pro návštěvníky, bílá pro vedoucí nebo osoby odpovědné za bezpečnost na pracovišti, modrá pro zaměstnance pracující v objektu)

Helmet (green for visitors, white for the leader or safety responsible on site, blue for employees working on site)



**Žlutá reflexní vesta** (požadována pouze na staveništích, nikoli na technologických objektech)

Yellow reflex vest (requested only on construction sites, not on technological sites)