



**OMEXOM GA Energo s.r.o.**  
**General Terms and Conditions for Health and Safety, Fire Protection and Environmental Protection**

Version 3.0, effective from 15 November 2018

**Article 1 | Introductory provisions and definition of certain terms**

- 1. Client:** The Client (customer) shall mean the company **OMEXOM GA Energo s.r.o.**, Company ID No.: 49196812, with its registered office at Na Střilně 1929/8, Bolevec, 323 00 Plzeň, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 4355 (hereinafter referred to as the "Client").
- 2. Contractor:** The Contractor (supplier) means the person who has entered into a Contract with the Client on the basis of the Client's Order (hereinafter referred to as "Contractor"). The Contractor may be either a natural person or a legal entity.
- 3. General Terms and Conditions for OHS, Fire Protection and Environmental Protection:** These General Terms and Conditions for OHS, Fire Protection and Environmental Protection govern the general obligations and liabilities of the Contractor when performing the Work in the areas of: a) occupational health and safety, b) fire safety, c) environmental protection, and d) welding. These General Terms and Conditions for OSH, FP and Environmental Protection form an integral part of every Order and Contract. By confirming the Order, the Contractor confirms that they have read and understood these General Terms and Conditions for OSH, FP and Environmental Protection in their entirety and that they undertake to comply with them.
- 4. Other defined terms:** Other terms appearing in these General Contractual Terms and Conditions for OHS, Fire Safety and Environmental Protection with an initial capital letter, such as "Order", "Contract", "Terms and Conditions" and "Work" are defined and specified in the Client's Terms and Conditions (Terms and Conditions for Contracts for Work, version 3.0, effective from 1 October 2018), which are published on the Client's website [www.gaenergo.cz](http://www.gaenergo.cz) (link "DOCUMENTS"). In the event of any conflict or ambiguity between the Terms and Conditions and these General Contractual Terms and Conditions for Health and Safety at Work, Fire Safety and Environmental Protection, the Terms and Conditions shall prevail and have greater legal force.

**Article 2 | Occupational Health and Safety**

**2.1 Cooperation between employers:** Where employees of two or more employers are performing tasks at a single workplace (the site of the Works), the employers are obliged to inform each other in writing of the risks and the measures taken to protect against their effects, which relate to the performance of work and the workplace, and to cooperate in ensuring occupational health and safety. This mutual written notification shall be carried out by authorised employees of the individual employers (Contractors). Unless otherwise specified in the Order (Contract), the Contractor is responsible for coordinating the implementation of OHS measures and the procedures for ensuring them.

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**2.2 Health and Safety:** The Contractor is obliged, in particular, to:

- a) ensure that its activities and the work of its employees are organised, coordinated and carried out in such a way that the employees of the other employer (the Client) are also protected,
- b) inform the trade union or the employees' representative for health and safety at work, or, if no such representative is in place, inform its own employees directly, in a timely manner and without undue delay, of the risks and measures taken, as obtained from other employers.

**2.3 OHS Coordination:** To fulfil the purpose set out in paragraphs 2.1 and 2.2, the Contractor is obliged, when coordinating OHS measures, to:

- a) coordinate the cooperation of employers (Contractors) or persons authorised by them in adopting measures to ensure OSH, taking into account the nature of the Works, local conditions and general principles of risk prevention,
- b) be authorised to submit written proposals to the Client or suggest measures to ensure health and safety at work for the purpose of establishing work or technological procedures, preventing accidents at work and planning the safe execution of works,
- c) entitled to notify the Client's employees in writing of any shortcomings in the implementation of measures to protect the health and safety of employees identified at the workplace.

**2.4 Contractor's documentation:** The Client has the right to comment on the documentation submitted by the Contractor and to apply (during the performance of the Works) all requirements to ensure health and safety at work, in particular in connection with the performance of work under exceptional conditions, on electrical equipment, at heights (during operation, in hazardous areas and environments), to which the Contractor is obliged to comply at the Client's request.

**2.5 Handover and acceptance of the construction site/work site:**

Prior to commencing the actual execution of the Works, where such Works are not carried out at the Contractor's premises or registered office, the Contractor is obliged to formally take over the site where the Works are to be carried out (construction site/work site) from the Client. The Contractor is entitled to refuse to take over the construction site/workplace from the Client only in the event of defects or obstacles that prevent the commencement of the Works in accordance with the terms of the Contract (confirmed Order) and its annexes. The contracting parties are obliged to draw up a written record of the occurrence of such defects or obstacles and to duly document all such defects or obstacles preventing the commencement of the Works, with each party setting out its written opinion in the record. In case of doubt, the construction site/workplace shall be deemed free of any defects or obstacles preventing the commencement of the Works. The burden of proof regarding the unsuitability of the construction site/workplace shall lie with the Contractor. In the event of an unjustified refusal to take over the construction site/workplace, the latter shall be deemed to have been formally handed over by the Client and formally taken over by the Contractor. The Contractor is not entitled to commence the actual execution (performance) of the Work on a construction site/workplace which the Client has not formally handed over to it. A breach of the obligation under the preceding sentence shall be deemed a material breach of the Contract by the Contractor.

**2.6 Contractor's Liability:** In carrying out the Work, the Contractor shall be liable in particular for:

- a) compliance with workplace requirements laid down by specific legislation (Government Regulation No. 101/2005 Coll. on detailed requirements for workplaces and the working environment),
- b) compliance with general construction requirements under specific legislation (Decree No. 268/2009 Coll. – Decree on Technical Requirements for Buildings),
- c) compliance with further requirements for construction sites (workplaces) set out in Annex 1 to Government Regulation No. 591/2006 Coll. – on more detailed minimum requirements for health and safety at work on construction sites),
- d) implementation of appropriate measures to meet the conditions prior to the commencement of work and activities within the protection zones of power lines, structures or technical equipment,
- e) organising the workplace (construction site) in accordance with the occupational health and safety plan, if one has been drawn up.

**2.7 The Contractor's subcontractors:** The Contractor is obliged to inform the Client in writing that subcontractors appointed by the Contractor will also be involved in the execution of the Works (or any part thereof). The Contractor shall be liable for the conduct of its subcontractors and their employees, and other persons involved in the execution of the Works, as well as for its own conduct and that of its employees.

**2.8 Health and Safety Coordinator:** Should a Health and Safety Coordinator be appointed, the Client shall notify the Contractor of this fact, and where applicable, the natural persons involved in the preparation and execution of the Works, and shall require all contractors involved in the Works, and where applicable other relevant persons, to cooperate with the coordinator throughout the entire period of preparation and execution of the Works.

**2.9 OHS Plan:** If work and/or activities are carried out on the construction site that expose a natural person to an increased risk of death or injury, as specified in Annex No. 5 to Government Regulation No. 591/2006 Coll., in cases where the Client has not appointed an OHS coordinator, the Contractor shall ensure the preparation of a health and safety plan for the construction site (hereinafter the "H&S Plan") so that it corresponds to the nature and scope of the construction and the local and operational conditions of the construction site, and contains data, information and procedures set out in sufficient detail to ensure safe and healthy working conditions. The Contractor shall submit the plan drawn up in this manner to the Client in written and electronic form no later than 30 calendar days before the commencement of the Works, unless a different deadline has been agreed with the Client.

**2.10 Selected OHS obligations:** The Contractor's obligations during the execution of the Works include, in particular:

- a) provide evidence, no later than 8 calendar days before work commences on the construction site, that they have informed the health and safety coordinator of the risks arising from the work or technical procedures they have chosen,
- b) provide the coordinator with the cooperation necessary for the performance of his duties throughout the duration of his involvement in

the preparation and execution of the Works, in particular to provide the coordinator in good time with the information and documentation necessary for the preparation of the OHS plan and any amendments thereto, to take into account the coordinator's suggestions and instructions, to participate in the preparation of the OHS plan, comply with this plan, participate in inspection days and follow the agreed measures, to the extent, in the manner and within the timeframes specified in the OHS plan.

11. **Duty to notify:** The Contractor shall inform the Client without undue delay of any circumstances which, during the performance of the Works, could lead to a risk to the life or health of other individuals present at the workplace (construction site). The Contractor is obliged to comply with health and safety regulations at the workplace (construction site) and also to follow the instructions of the health and safety coordinator, and to use the necessary PPE, technical equipment, apparatus and tools that meet the requirements laid down by specific legal regulations. The Contractor must not arbitrarily remove, alter or modify the protective devices of machinery, equipment and tools, and must use such devices for the purposes and under the conditions for which they are intended.
12. **The Contractor's basic obligations in the field of health and safety at work:** The Contractor's basic obligations in the field of health and safety at work include, in particular:
  - a) creating conditions during the performance of the Work for a safe, hazard-free and health-protective working environment through appropriate OHS organisation and the adoption of risk prevention measures,
  - b) when adopting and implementing risk prevention measures, to base these on the applicable legal and other regulations for ensuring OSH, hazard identification and risk assessment,
  - c) monitoring the level of occupational health and safety, in particular the state of technical prevention and the level of risk factors in working conditions,
  - d) assign employees to work and workplaces during the performance of the Work, taking into account their abilities, medical fitness and qualifications valid in the Czech Republic (or the EU),
  - e) carry out its activities in accordance with the Client's valid internal management documentation (e.g. the Health and Safety Management System and ISO Documentation), which shall be provided to it upon request,
  - f) provide its employees with PPE that protects them from risks and, depending on the extent of contamination, also washing, cleaning and disinfecting agents, and in workplaces with unsuitable microclimatic conditions, also provide protective drinks,
  - g) appoint a work supervisor for each work group, even in the case of a two-person group,
  - h) the work supervisor is responsible for ensuring health and safety and fire safety for the entire group and must be properly instructed on their duties and rights before work commences,
  - i) keep a construction log in accordance with the requirements of current legislation and ensure it is always available at the workplace (construction site),
  - j) appoint an employee, to be specified in the handover report for the construction site (workplace), to coordinate the implementation of health and safety measures and the procedures for ensuring them,

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- k) define and organise the workplace (construction site) for the performance of individual tasks and activities in accordance with the requirements of legal and other regulations to ensure health and safety at work, fire safety and environmental protection,
- l) to participate in the preparation of the health and safety plan and to provide the coordinator with the necessary cooperation to fulfil their tasks throughout the duration of their involvement in the construction or, where applicable, the preparation of the construction
- m) ensure that the OHS plan on the construction site (if drawn up) is accessible and up to date for all authorised persons at any time during working hours, from the date of commencement of work on the construction site throughout the entire duration of the Works, including familiarising their employees and other persons involved in the execution of the Works with the OHS plan,
- n) maintain order and cleanliness at their workplace (construction site), secure all types of excavations, work areas, roads and footpaths, crossings, etc. All safety measures must be carried out in accordance with the essential requirements for ensuring occupational safety and the safety of technical equipment, in particular Government Regulation No. 591/2006 Coll., Government Regulation No. 362/2005 Coll., Government Regulation No. 101/2005 Coll., Government Regulation No. 378/2001 Coll. and related regulations, ČSN, EN and ISO standards, and the Client's instructions,
- o) provide first-aid kits at workplaces, including their regular inspection and, where necessary, replacement of contents, as well as means for calling the emergency medical services,
- p) ensure that machinery, technical equipment, means of transport, apparatus and tools are suitable, from an occupational health and safety perspective, for the work for which they are to be used, including prescribed inspections, checks, tests and overhauls, and that they meet the minimum requirements for safe operation and use depending on the relevant risk posed by the equipment, the operator and the working environment,
- q) when using lifting equipment (hereinafter referred to as 'LE') at the workplace (construction site), require the LE operator to present the "LH logbook" prior to its first use, which must contain a record of the LH inspection to the extent required by applicable legislation and the LH operating instructions,
- r) demonstrably familiarise its employees with all work and technical procedures relating to the execution of the Works and also demonstrably familiarise all its subcontractors with these procedures, have technical procedures in place at the construction site/workplace and, upon request, submit them for inspection by the Client and the supervisory authorities,
- s) operate and maintain electrical equipment in a condition that complies with all applicable technical standards and legal regulations,
- t) ensure that the operation of and work on electrical equipment, in relation to the performance of the subject matter of the Works, is carried out by employees with the appropriate electrical engineering qualifications in accordance with ČÚBP Decree No. 50/1978 Coll., in accordance with work procedures and technical and organisational measures in compliance with legal and other applicable regulations (technical standards, guidelines, or the Client's internal documents),
- u) provide the Client, upon request, with a list of its employees who have attained the professional competence required under Decree No. 50/1978 Coll. of the Czech Office for Occupational Safety and Health (qualifications under Section 7 or Section 8) to perform the role of site supervisor, where the work involves the operation of and work on electrical equipment,
- v) inform the person responsible for the electrical equipment, prior to the commencement of work on such equipment, of the nature, location and significance of the work to be carried out on that equipment,
- w) secure the workplace (construction site) so that, during the absence of the Contractor's employees, unauthorised persons are prevented from entering the vicinity of live equipment,
- x) notify the person responsible for the electrical equipment in the prescribed manner upon completion of the work. If the work has been interrupted, appropriate safety measures must be taken and the person responsible for the electrical equipment must be notified,
- y) prepare documentation on the actual execution of the Work, including measured values demonstrating the safe condition of the equipment and a diagram of the actual wiring of the electrical equipment at the time of energisation, if required by the operational condition of the equipment,
- z) update the health and safety plan in cases where no coordinator has been appointed for the construction project in accordance with Act No. 309/2006 Coll., and where work and activities are to be carried out on the construction site that expose a natural person to an increased risk of death or injury (in accordance with Annex No. 5 to Government Regulation No. 591/2006 Coll.) and to ensure, prior to the commencement of works and subsequently when updating the OHS plan, that its employees and other persons involved in the construction of the building (the execution of the Works) are familiarised with the OHS plan. Updates to the OHS plan, in particular the arrangements for the workplace, work and technological procedures and the deadlines specified therein, shall be carried out by the Contractor or, where agreed, by the employer designated (see clause 2.1), through its authorised employee, unless the Client specifies otherwise. The transfer of this obligation by the Contractor to another subcontractor is inadmissible and prohibited.

## 2.13 Other fundamental obligations of the Contractor in the field of health and safety at work:

The Contractor's other fundamental obligations in the field of health and safety at work include, in particular:

- a) creating conditions during the performance of the Works that are safe, harmless and do not pose a risk to health,
- b) to comply with the Client's (or, where applicable, the end customer's) supervisory bodies regarding health and safety at work, occupational hygiene and the working environment, and breath tests for the presence of alcohol. The Client's senior manager and the health and safety and fire safety technician shall act as the Client's supervisory body,
- c) rectify deficiencies and implement, within the specified deadlines, the corrective measures identified during the Client's inspection activities,
- d) to report without delay to the Client's designated representative any work-related injury sustained by a Contractor's employee, as well as any injury sustained by an employee of the Contractor's subcontractor, during work carried out for the Client or on the Client's premises, so that the Client may participate in the investigation of the causes and circumstances of the accident. The Client reserves the right to provide a statement on the Contractor's Accident Report. Such a statement may also be attached to the Accident Report, provided that a reference to this attachment is included directly in the Accident Report. The Contractor's representative (the Contractor) shall deliver a copy of the Accident Report to the Client no later than five working days after becoming aware of the accident (following its reporting),
- e) inform the Client's responsible person without delay in the event of a fatal accident or an accident

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requiring the victim to be hospitalised for more than 5 days, caused by an electric current on the equipment or in other serious circumstances.

### Article 3 | Fire Protection

**3.1 Fire safety conditions:** The Contractor's site managers (work group leaders) are responsible for ensuring that all the Contractor's employees, including employees of the subcontractor carrying out activities on the Client's premises and in the Client's buildings, are demonstrably familiarised with the fire safety conditions (see the Client's obligations) prior to the commencement of the Works (contractor's activities). Such familiarisation must be verifiable and in accordance with fire safety conditions pursuant to the applicable Decree No. 246/2001 Coll., on fire prevention.

**3.2 Prevention obligation:** The Contractor's employees are obliged, when carrying out activities on the Client's equipment, premises and buildings and during the performance of the Work, to act in such a way as not to cause any risk of fire or endanger the life and health of persons, animals or property.

**3.3 Increased fire risk:** If the Contractor carries out activities involving an increased fire risk, it must establish special fire safety measures and issue a written order for activities involving an increased fire risk. In order to carry out activities involving an increased fire risk, the Contractor must, in particular:

- a) meet all qualification requirements and health standards for commencing the activity in question (e.g. a valid welding certificate) and be equipped with suitable PPE,
- b) meet all requirements laid down for ensuring fire safety at the workplace,
- c) follow the instructions for ensuring fire safety at the workplace,
- d) issue a Written Order for activities involving an increased fire risk,
- e) ensure fire supervision during and when activities with an increased fire risk are suspended, ensure that they are familiar with the fire safety duties for this activity,
- f) He must draw up a written record of the briefing on the terms and conditions of the PO,
- g) and carry out this activity in accordance with the company's internal documentation, which will be provided upon request.

**3.4 Fire supervision:** The Contractor shall inform the Client of the completion of work involving an increased fire risk and shall ensure fire supervision for at least 24 hours following the completion of such work.

**3.5 Fire notification:** The Contractor shall report to the Client without undue delay any fire that occurs on the Client's premises or in the Client's buildings or at the site of the Works, and shall send the Client a copy of the Fire Report and shall proceed in accordance with the requirements of the applicable fire safety legislation.

**3.6 Fire safety equipment:** The Contractor shall operate and maintain its fire safety equipment and facilities in good working order and,

upon the Client's request, shall submit documentation of their inspection or servicing.

### Article 4 | Environmental Protection

**4.1 General obligation:** The Contractor is obliged to carry out all activities, works and services in the performance of the Works in accordance with the Order (Contract) and in compliance with applicable environmental legislation.

**4.2 Chemical substances and mixtures:** The Contractor is obliged to comply with all provisions of Act No. 350/2011 Coll. on chemical substances and mixtures in the course of its activities. Chemical substances and mixtures may only be used with the prior consent of the Client.

**4.3 Safety data sheets:** The Contractor is obliged to familiarise themselves with the safety data sheet for every chemical substance or mixture used in their work, no later than before commencing work with it.

**4.4 Preventive duty:** When working with chemical substances and mixtures (e.g. painting, dyeing, etc.), the Contractor is obliged to prevent and minimise the release of chemical substances and mixtures into the surrounding environment (preventing spills into soil or water, for example by using impermeable mats or spill trays) as well as into the air (use only brush application; do not use spray guns).

**4.5 Waste management:** If the Contractor generates any waste during the performance of the Works, they are obliged to hand it over, at their own expense, risk and peril, to an authorised person in accordance with Act No. 185/2001 Coll., on waste, unless expressly stipulated otherwise in the Order (Contract).

**4.6 Records of waste management:** The Contractor is obliged to keep ongoing records of the production, management and disposal of waste in written form, unless otherwise specified in the Order (Contract).

**4.7 Documents:** No later than at the time of the formal handover of the Work, the Contractor shall provide the Client with all written documentation regarding the disposal of all waste and packaging (including weighing slips, delivery notes, consignment notes, etc.).

**4.8 Obligations regarding waste management:** When managing waste, the Contractor is obliged to fulfil all obligations arising from the Waste Act and implementing regulations properly and in a timely manner. For example, handing over waste only to an authorised person, securing and properly labelling collection facilities, and fulfilling statutory reporting obligations.

**4.9 Authorised person:** The Contractor is obliged to verify and certify that the person authorised to take delivery of waste (landfill, scrap metal yard, etc.) holds a valid authorisation to take delivery of waste in accordance with the Waste Act (e.g. a list of companies with the relevant permits is published on the Ministry of the Environment's website, the ISOH register).

**4.10 Water protection:** When carrying out the Works, the Contractor is obliged to prevent the leakage of hazardous substances and the endangerment of surface and groundwater (e.g. leakage of operating fluids, etc.).

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In the event of a leak of hazardous substances, the Contractor is obliged to immediately prevent their spread into the surrounding area and to immediately notify the Client of the situation.

**4.11 Remediation of damage:** When remedying damage, the Contractor is obliged to cooperate and actively participate in the subsequent work, not only with the Client but also with third parties. The Contractor shall be liable for any damage, claims, compensation and expenses incurred and/or caused to the Client or third parties during the performance of the Works by the Contractor in the field of environmental protection. Should any claims or penalties be brought against the Client for a breach of obligations in the performance of the Work in the field of environmental protection, the Contractor shall indemnify the Client against such claims at its own expense, risk and liability.

#### Article 5 | Welding

**5.1 Steel welders:** The Contractor must hold a valid certificate in accordance with ČSN EN 287-1 or ČSN EN ISO 9606-1 for the required scope of welding work, and a work test must be carried out with a record by an EWE (EWS) welding inspector.

**5.2 Aluminium welders:** The Contractor must hold a valid certificate in accordance with ČSN EN ISO 9606-2 covering the required scope of welding work, and a work test must be carried out with a record by an EWE (EWS) welding inspector.

**5.3 General obligations regarding welding:** In accordance with Decree No. 87/2000 Coll., which lays down fire safety conditions for welding and heating resins in melting vessels, the Contractor's welder must be demonstrably familiar with fire safety and welding safety in general, or must have regular occupational safety examinations recorded on a card in a valid welder's certificate not older than two years.

#### Article 6 | Final Provisions

**6.1 Validity and Effectiveness:** These General Terms and Conditions for Health and Safety at Work, Fire Safety and Environmental Protection shall enter into force and become effective on 15 November 2018. The Client reserves the right to amend these General Terms and Conditions for OHS, Fire Safety and Environmental Protection. Such amendments shall not affect any contractual relationship that arose during the period of validity and effect of the previous version of the General Terms and Conditions for OHS, Fire Safety and Environmental Protection. The current version of the General Terms and Conditions for OHS, Fire Safety and Environmental Protection is published and available on the Client's website [www.gaenergo.cz](http://www.gaenergo.cz) (under the 'DOCUMENTS' link).

In Plzeň on 15 November 2018

**OMEXOM GA Energo s.r.o.**  
Zdeněk Židek, Managing Director

**OMEXOM GA Energo s.r.o.**  
Ing. Aleš Uldrych, Managing Director

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