

## W S A G R E E M E N T 1 Xylo Machinery CZ s.r.o.

on ensuring occupational health and safety,  
fire and environmental protection

Client: Xylo Machinery CZ s.r.o.  
Registered office: Heroltická 5007/7, 586 01 Jihlava  
Represented by: Ing. Jan Frühauf  
ID: 25328964  
Tax ID: CZ25328964  
Registered:  
Contact person(s): Office manager – Štuncová Vladěna – tel.: +420 564 035 445  
Shiftleader of Metal – Šinkovský Bohumír – tel.: +420 737 720 406  
Head of Assembly – Novotný Josef – tel.: +420 603 364 880

Contractor/Service Provider:  
Registered office:  
Represented by:  
ID:  
Registered:  
Contact person(s):  
Phone:  
E-mail:  
(hereinafter the Contractor)

This Agreement is an integral part of the legal relationship arising in connection with the performance of work for the Client and it governs the conditions of performance of work, in particular in the scope of OHS, fire and environmental protection (hereinafter also as OHS, FP, and EP).

Work/Service name/ order number:

Subject matter:  
Provision and performance of OHS, FP, and EP obligations in the preparation and performance of work (construction/assembly/service/work\*)

Rights and obligations of the Parties which are not stipulated in this Agreement shall be governed by the applicable legislation. **If the Contractor lacks the current or necessary knowledge about the performance of OHS, FP, and EP obligations, it shall inform the Client about that and have a qualified (professionally eligible) person to perform OHS, FP, and EP obligations at Contractor's own cost and responsibility.** Failing to do this, the Contractor shall refrain from work performance/service provision (hereinafter as work performance). The Client is not obliged to provide, perform and monitor the performance of Contractor's OHS, FP, and EP obligations imposed by law.

1. The Contractor shall at its own cost and responsibility:

a) only initiate the work performance (any related work or activity) after the take over of the site/assembly space/workplace\* (hereinafter the site), i.e. after the relevant record in the site or assembly log (hereinafter the log), actual familiarization with the site, appropriate inspection and completion of the work performance documentation under point. e) of this provision and after providing training to persons who will be authorized by the Contractor, regardless of the purpose, to attend the workplace.

b) keep the log. Keep consistent, daily and legible records in the log on one page of each sheet (face side) and prevent record modification or erasure. Record shall be dated and signed by an authorized person. Don't leave any free space, sheets or pages between individual records. Provide copies of each log sheet. Log sheets shall be numbered in ascending order.

c) duly take over the site as recorded in the log. Make the record together with the contact or authorized person of the Client.

The log record shall include, apart from the obligation of point. b) of this provision:

- site designation and work (action) name,
- names of persons performing the work or persons known to the Contractor to attend the site (on the day).

The obligations and principles concerning occupational safety, fire protection, and environmental protection generally related to the place of performance of work owned or used by the contracting entity are specified in the internal regulation KRONO-02/2002 Xylo Machinery CZ, as amended.

The contractor is obliged to follow all the legal regulations relating to occupational safety, fire protection, and environmental protection, in particular the obligations per Art. 106 par. 4 of Act No. 262/2006 Coll., Labor Code, as amended, in particular:

- Internal regulation KRONO -02/2002 Xylo Machinery CZ, as amended, in the Czech Republic,
- The relevant internal regulations of the work investor, if the work is completed abroad.

d) actually familiarize with the site and immediately inform the Client about any circumstances related to OHS, FP, and EP preventing the performance of work. This part of Contractor's obligations is particularly included in the Act no. 262/2006 Coll., the Labour Act, the Act no. 309/2006 Coll., stipulating further requirements for health and safety at work, Government Decree no. 591/2006 Coll., on detailed requirements regarding safety and protection of health during work on construction sites, Government Decree No. 362/2005 Coll., on detailed requirements regarding safety and protection of health at workplaces with a risk of falling from a height or into a depth as amended.

e) perform

- the inspection of the documentation related to work performance and actual condition of the site. Provide information about any deficiencies in the documentation in writing without any delay, in particular those related to OHS, FP, and EP risks.
- a written characteristics (description) of work or technological procedures according to the documentation and establish safe conditions for work performance. Take into account any factual and temporal links for contemporary or consecutive parts of work performance. If required, agree those procedures with the Client.
- the provision of permanent availability of the necessary documentation at the site, work or technological procedures and other documents related to the work performed or their alteration. The documentation shall include information enabling the persons performing the work to choose an appropriate personal protective equipment, e.g. against fall, including the anchorage point selection,
- a permanent designation of risk places assessed by the Contractor, without any delay. Should any detected or assessed risk prevent further work performance, interrupt the work performance and inform the contact or authorized person of the Client.

The Contractor declare that it has understood the information provided by the Client on work performance, as well as information related to work performance provided by the contact or authorized person of the Client, the Contractor has no further questions and has assessed all information provided in the context of its OHS, FP, and EP obligation compliance. The Contractor confirms this declaration by initiating work performance.

For the avoidance of doubt, it is understood that by initiating work performance, the Contractor confirms that the site was taken over without any objections. This shall not affect the Contractor's obligation to notify the Client about any operative events related to EHS, FP, and EP occurring during work performance.

f) manage and monitor OHS, FP, and EP with regard to information received from the Client and/or the work investor, according to the contents of work performance documentation, written assignment or decision of relevant administrative authority.

g) perform the work (including preparatory work) only through eligible persons knowledgeable about legal and other regulations, in particular in the field of OHS, FP, and EP. Perform the work through persons who underwent a medical examination or other examination related to the performance of their work within the scope stipulated by valid legislation or decisions of the relevant public health authority.

h) during work performance (including preparatory work)

- provide for employee training if work performance procedure, technology, technological or working procedures are altered and in all cases which affect or may have a significant impact on occupational health and safety,
- supplement professional presumptions and requirements for persons used to perform the work,
- consistently require and monitor the compliance with obligations according to the contents of training provided,
- verify, to the legal extent, that the persons concerned understood, or adopted, information received within the training,
- evaluate risks of possible threats to life and health and immediately eliminate or minimize them.

This obligation also applies to persons allowed by the Contractor to enter the site, as well as the area (site surroundings) designated by the Contractor, or the Client, for site entrance or for placement or storage of materials, machines and equipment,

- inform the Client in writing about risks detected and measures taken and cooperate in securing OHS, FP, and EP within work performance. The Contractor shall inform the Client about risks and measures taken via the assembly log, unless agreed otherwise.
- create conditions for monitoring work performance on the site, cooperate with the person providing technical supervision, designer's supervision and OHS coordinator, or other coordinators if there are multiple contractors active at the site.

i) consistently protect and keep the defined site to allow due work performance and keep it clean and organized. Follow the manner and procedure of work performance, in particular the safety of installations and technical equipment operation, suitability of storage and use of products, materials and constructions whether supplied by the Client or by a third party. Provide any necessary training or examination if required.

j) invite the Client by a record in the log to take over the site after the work performance is completed,

- after (consequent) due clearance of the site,
- after verifying that all persons attending the site have safely left the site and are not exposed to any danger due to activities performed at the site premises directly afterwards (e.g. operation of the Client's plant)
- after verifying that no assets of the Contractor, the Client or any third persons may be endangered due to any unfinished activities, Contractor's omission etc.

k) provide the OHS coordinator, if such coordinator was selected by the Client, with required cooperation during the whole preparation and performance of the work:

- inform the OHS coordinator about any risks associated with work and technological procedures selected,
- provide any information and data in writing and in time which are required for the preparation of the OHS plan and its alterations,
- take into account and implement any suggestions and instructions of the OHS coordinator,
- participate in OHS plan processing, its alteration and progress meetings,
- follow the OHS plan and agreed measures in the extent, manner and deadlines listed in the OHS plan.

l) inform any natural persons than the Client's premises are monitored by CCTV and obtain consent of the persons consent with the processing of personal data.

2. The Client shall provide any cooperation required for the performance of Contractor's obligations under point no. 1 of this Agreement.

3 Where the term work/workplace\* is mentioned in this Agreement, it is used solely to define Contractor's obligations (as the employer) towards its employees.

4 By signing this Agreement, the Contractor confirms that it received and is familiar with the KRONO-02/2002 Xylo Machinery CZ internal rules, as amended, which is an internal part of this Agreement, and the work performance documentation. The Contractor understood these documents and agrees with their contents.

5 The Contractor acknowledges and agrees that it shall pay any damages or sanctions applied by the work the client in relation to the non-compliance with Contractor's obligations related to work performance, in particular by non-compliance any OHS, FP, and EP.

6 This Agreement is concluded for a fixed period of time. The Parties have agreed that the rights and obligations set forth in this Agreement corresponded to their rights associated with the work performance. Should the work performance by the Contractor be repeated within 12 consecutive calendar months, the effects of this Agreement shall cease to exist only after this period (12 calendar months).

7 This Agreement was concluded based on Parties' free will and it is valid and effective as of the date of its signature by both Parties.

In Jihlava, on:

-----  
Client: Ing. Jan Frühauf Managing Director  
(name, signature of authorized person, stamp)

-----  
Contractor:  
(name, signature of authorized person, stamp)