

THE BP 1 AGREEMENT

on securing occupational health and safety,
fire protection and environmental protection

Client: KRONOSPAN OSB, spol. s r.o.
Registered office: Na Hranici 2361/ 6, 586 01 Jihlava
Represented by: Ing. Martin Dvořáček
Company Registration No.: 26936364
Tax Identification No.: CZ26936364
Registration:
Contact persons: Martin Kulha – the head of machinery maintenance PB, tel. +420 724 643 608
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Contractor/service provider
Registered office:
Represented by:
Company Registration No.: Tax Identification No.:
Registration:
Contact person:
Phone: E-mail:
(hereinafter referred to as the Contractor)

This Agreement constitutes an integral part of the legal relationship established in association with the performance of the work for the client and regulates the conditions for the performance of the performance of the work, in particular as pertains to occupational health and safety, fire protection and environmental protection (hereafter also referred to as OHS, FP and EP).

The name of the work/service:

The subject of the Agreement:

The provision and fulfilment of the occupational health and safety, fire protection and environmental protection obligations during the preparation and performance of the work (construction/assembly/service/work*).

The rights and obligations of the parties not stated in this Agreement will be subject to the applicable law. **If the Contractor does not have the current or necessary knowledge in the field of occupational health and safety, fire protection and environmental protection, it will be obliged to inform the Client of this fact and to secure a competent (professionally qualified) individual in order to enable the Contractor to meet its obligations in the field of occupational health and safety, fire protection and environmental protection. The Contractor will do so at its own expense and responsibility.** Otherwise, the Contractor will be obliged to refrain from performing the work/providing the service (hereafter simply referred to as the performance of the work). The Client does not have to ensure, implement or check the Contractor's fulfilment of its legal obligations with regard to the areas of OHS, FP and EP.

1. The Contractor undertakes to perform the following activities at its own expense and responsibility:

a) only commence the performance of the work (any work or related activities) after taking over the construction site/installation site/workplace* (hereafter simply referred to as the construction site), i.e. after making an entry in the construction or assembly log (hereafter simply referred to as the log), becoming factually familiarised with the construction site, performing an adequate inspection and supplementing the documentation for the performance of the work according to paragraph e) of this provision and to provide the prescribed training to anybody who will be present on the construction site with the permission of the Contractor, regardless of the purpose.

b) maintain the log. Make entries in the log permanently, daily, legibly on one side of each sheet (face) so that the entry cannot be changed or deleted. Provide the entry with a date and signature of an authorised person. Leave no empty spaces, sheets or pages between the entries. Each sheet in the log will have copies. The log sheets will be numbered in sequential order. Unless otherwise agreed, the keeping of the log will be subject to the provision of Section 30 of Decree No. 104/1973 Coll., effective until 30/04/1990.

c) duly take over the construction site based on the record in the log. Make the record jointly with the participation of the Client's contact or authorised person.

In addition to the obligation contained under paragraph b) of this provision, the record in the log will contain:

- the designation of the construction site and the name of the work (project),
- the names of the people who will carry out the work or the people who will be present on the construction site (on a given day) with the knowledge of the Contractor.

The obligations and principles pertaining to the areas of OHS, FP and EP that generally apply to the place of the performance of the work, which the Client owns or uses, are contained in the KRONO - 02/2002 internal regulation, as amended.

d) become acquainted with the actual state of the adopted construction site and immediately notify the Client of any facts that may prevent the Contractor from carrying out the work with regard to OHS, FP and EP. The obligations pertaining to this part of the Contractor's liability are especially contained in Act no. 262/2006 Coll. (the Labour Code), Occupational Health and Safety Act no. 309/2006 Coll., Government Regulation no. 591/2006 Coll. on the detailed minimum requirements for occupational health and safety on construction sites and Government Regulation no. 362/2005 Coll. on the detailed requirements for occupational health and safety in workplaces with a risk of falling from a height or into a depth.

e) carry out

- an inspection of the documentation designated for the performance of the work and the actual condition of the construction site. Immediately draw attention to any shortcomings in the documentation, especially in terms of any risks in the areas of OHS, FP and EP, in writing.
- the creation of a written characteristic (description) of the work or technological procedures and establish safe conditions for the performance of the work according to the documentation. The material and temporal relations in any simultaneous or immediately consecutive parts of the performance of the work must be taken into account. Agree the procedures with the Client, if necessary.
- ensure that the documentation necessary for the performance of the work at the construction site, the work or technological procedures and any other documents relating to the work performed or any changes thereto is permanently present. The documentation must contain information enabling the people performing the work to choose the appropriate personal protective equipment, i.e. against falls, including the determination of the anchorage point,
- the immediate permanent signage of any high-risk places as evaluated by the Contractor. If the identified or evaluated risk does not allow the performance of the work to continue, interrupt the performance of the work and inform the Client's contact or authorised person about the risks.

The Contractor declares that it has understood the information received from the Client for the performance of the work as well as the information relating to the performance of the work communicated by the Client's contact or authorised person; the Contractor has no further questions and has assessed the information provided within the context of the performance of its obligations in the areas of OHS, FP and EP. The Contractor will confirm this declaration by commencing the performance of the work.

In cases of doubt, the commencement of the performance of the work is understood to mean that the Contractor has confirmed that it has taken over the construction site without any reservations. This will not affect the Contractor's obligation to notify the Client of any decisive facts in the areas of OHS, FP and EP that may arise during the course of the performance of the work.

f) manage and check the OSH, FP and EP with regard to the information received from the Client and according to the contents of the documentation for the performance of the work, the written assignment or any decision issued by a competent administrative authority.

g) ensure that the work (including any preparatory work) is only performed by individuals who are qualified to do so and have been trained in the legal and any other regulations, especially in the areas of OHS, FP and EP. Ensure that the work is only performed by individuals who have undergone an occupational medical examination or examination related to the performance of their work at the extent specified by the applicable legal regulations or by a decision issued by a competent public health authority.

h) during the course of the performance of the work (including the performance of any preparatory work)

- ensure the training of the personnel in the event of a change to the procedure for the performance of the work, a change in the technology or technological or work procedures and in all cases that have or may have a substantial effect on occupational health and safety,
- supplement the professional prerequisites and requirements of the individuals used for the performance of the work,
- systematically require and check the compliance with the obligations according to the contents of the provided training,

- verify to the legal extent whether the individuals involved in any training have understood and taken on board the information provided through training and instruction,
- assess the risks involving a possible threat to life and health and eliminate or minimise them without any delay.

This obligation will also apply to any individuals whom the Contractor has allowed to enter the construction site and the area (the surroundings of the construction site) that the Contractor or the Client has designated for access to the construction site or for the placement or storage of materials, machinery and equipment,

- inform the Client in writing of any identified risks and the appropriate measures taken and cooperate in securing the OHS, FP and EP as part of the performance of the work. Unless otherwise agreed, the Contractor will inform the Client of the risks and the adopted measures via the assembly log,
- create conditions for checking the performance of the work or the construction site, cooperate with the person carrying out the technical supervision and the author's supervision and with the OHS coordinator or any other coordinators, if more than one contractor is operating at the workplace at any one time.

i) permanently ensure and maintain the designated construction site for the proper performance of the work and keep it clean and tidy. Monitor the method and progress on the performance of the work, in particular the safety of the installations and the operation of any technical equipment and the suitability of the storage and use of products, materials and structures, regardless of whether they have been supplied by the Client or a third party. Provide the necessary training or tests, if necessary.

j) invite the Client to take over the construction site after the completion of the performance of the work by means of an entry in the log,

- after the (subsequent) proper clearing of the construction site,
- after checking that all the people present on the construction site have left the construction site safely and are not in danger as a result of the activities that will immediately follow in the areas of the construction site (i.e. the operation of the Client's equipment)
- after checking that the assets of the Contractor, the Client and any third parties will not be endangered as a result of any unfinished activities, inactivity on the part of the Contractor, etc.

k) if the Client has appointed an OHS coordinator, provide the OHS coordinator with the necessary cooperation throughout the preparation and performance of the work:

- inform the OHS coordinator about any risks arising from the work or technological procedures they have chosen,
- submit the information and documents necessary for the preparation and amendment of the OHS plan in writing and in a timely manner,
- take into account and implement the OHS coordinator's suggestions and instructions,
- participate in the elaboration of the OHS plan, its amendments and the control days,
- comply with the OHS plan and the agreed measures to the extent, in the manner and within the deadlines set out in the OHS plan.

l) inform all natural persons that a camera system is operated on the Client's premises at Na Hranici 2361/ 6, Jihlava and implement the appropriate measures in accordance with the personal data protection regulations according to the provisions of EU 2016/679.

2. The Client will provide all the necessary cooperation to enable the fulfilment of the Contractor's obligations pursuant to the provisions of paragraph 1 of this Agreement and in particular at the extent of the KRONO-02/2002 internal regulation, as amended.

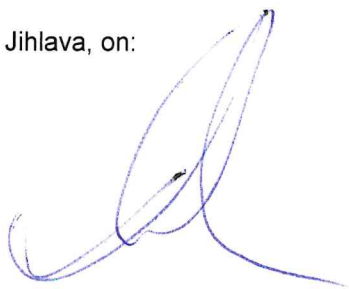
3. If the term work/workplace* appears in the text of this Agreement, it is mentioned exclusively in order to define the obligations of the Contractor (as the employer) in relation to its employees.

4. By signing this Agreement, the Contractor has confirmed that it received and acquainted itself with the KRONO-02/2002 internal regulation, as amended, which constitutes an integral part of this Agreement, and the documentation for the performance of the work prior to signing the Agreement. The Contractor has understood the documents and agrees with their contents.

5. This Agreement has been concluded for a fixed period. The parties have agreed that the rights and obligations set out in this Agreement will constitute the contents of their rights during the performance of the work in question. In the event that the performance of the work by the Contractor is repeated over the course of 12 consecutive calendar months, the effects of this Agreement will not expire until such time as that period (12 calendar months) expires.

6. This Agreement has been concluded on the basis of the parties' free will and it will come into force and effect as of the date it is signed by the parties.

In Jihlava, on:



The Client:
(name and surname of the authorised individual,
stamp)

The Contractor:
(name and surname of the authorised individual,
stamp)