



Health & Safety and Fire Protection Rules for contractual Partners of Heidelberg Materials companies – Suppliers

I. Scope

1. The contracting parties are bound by the following provisions of these Rules, insofar as they are applicable to the subject matter of the contract.
2. The contractual partner of Heidelberg Materials (hereinafter referred to as the **"contractual partner"**) is obliged to ensure that the obligations arising from these Rules are also observed to the same extent by persons whom it employs to perform the contract (e.g., subcontractors or carriers). Where these Rules refer to an employee of the contractual partner or a driver, this shall also include employees of subcontractors or other persons used by the contractual partner to perform the contract. The contractual partner shall be responsible for ensuring that the persons it uses to perform the contract comply with the obligations set out in these Rules.

II. General obligations in the field of occupational health and safety and fire protection

1. The Contract Partner and persons used by it to perform the contract are obliged to comply with all principles and requirements of legal regulations in the field **of occupational health and safety and fire protection** (hereinafter referred to as **"OHS and FP"**), **occupational hygiene, environmental protection**, and other requirements related to these activities.
2. The contracting parties are obliged to cooperate with each other in ensuring OHS and FP and, before commencing work at a shared workplace, to inform each other in writing of any risks and of measures to protect against their effects that relate to the performance of work and the workplace and that will lead to the elimination or minimization of risks. The Contractual Partner, together with Heidelberg Materials, shall ensure that the activities and work of their employees and other persons are organized and carried out in such a way as to protect not only the employees of Heidelberg Materials and the Contractual Partner or persons they use to carry out their activities, but also all other persons. The Contractual Partner undertakes to cooperate in ensuring a safe, defect-free and healthy working environment for all employees, workers and persons present on the premises of Heidelberg Materials with its knowledge.
3. Before commencing any work on Heidelberg Materials' premises, the contractual partner is obliged to have properly prepared **"risk assessment" documentation**, which includes risks to the safety and health of employees, identified causes and sources, and, in particular, a proposal for measures to eliminate and prevent the identified risks in accordance with Section 101(3) and Section 102(2) of Act No. 262/2006 Coll., the Labor Code (hereinafter referred to as **the "Labor Code"**). The contractual partner is obliged to provide Heidelberg Materials with the risk assessment documentation (in written or electronic form) no later than 7 calendar days prior to any stay or movement of the contractual partner's employees on the premises of Heidelberg Materials. At the express request of the contractual partner and with the prior express consent of Heidelberg Materials, the risk assessment documentation may be handed over upon taking over the workplace, but always before the start of work. The contractual partner is obliged to inform in writing all persons whom it employs to carry out the work (e.g. subcontractors or carriers) of all risks (including those of which it has been informed by Heidelberg Materials) and of the measures to be taken to eliminate or minimize the risk. The contractual partner shall notify Heidelberg Materials in writing of any other



circumstances that could lead to a risk to the life or health of Heidelberg Materials employees or other persons, or to damage to property, a risk to operations or a risk to the condition of technical equipment and buildings during its activities at Heidelberg Materials' workplaces.

4. Prior to commencing any work on its premises, Heidelberg Materials shall **train the contractual partner** in the necessary internal regulations, occupational health and safety training, and fire safety training and shall provide the contractual partner with the relevant internal regulations as well as information on the risks involved and the measures taken in accordance with Section 101(3) of the Labor Code. The contractual partner **is obliged to ensure** that **all its employees** and other persons it uses to perform the contract are trained to **the same extent** as by Heidelberg Materials and to provide written proof of this training upon request, at least by submitting the training syllabus and a list of persons trained. The contractual partner undertakes not to allow its employees or other persons who are to be involved in the performance of the contract to work at the site of the performance of the contract if they have not been trained in accordance with this point.
5. The contractual partner is obliged to perform **risk prevention** tasks in accordance with Act No. 309/2006 Coll., on ensuring further conditions for safety and health protection at work, as amended, under the conditions laid down by this Act, either itself or by another **professionally qualified person** (hereinafter referred to as **the "person responsible for performing tasks in the field of occupational health and safety"**), for the entire duration of the contractual relationship with Heidelberg Materials. The contractual partner undertakes that the person responsible for performing tasks in the field of OHS will properly perform risk prevention tasks in accordance with Act No. 309/2006 Coll. The Contractual Partner is obliged to provide Heidelberg Materials with information about this person (first name, surname, contact details) before commencing work, but no later than upon taking over the workplace, and to notify Heidelberg Materials without undue delay of any changes to this person or their contact details.
6. The Contractual Partner undertakes to ensure, throughout the entire period of work on the premises of Heidelberg Materials, **its own supervision and control of OHS and fire protection** in accordance with the applicable legal regulations, including **the prescribed records of the presence of employees and other natural persons at the workplace** from their arrival until the end of their shift in accordance with the requirements of Act No. 309/2006 Coll. to ensure other conditions of occupational health and safety, as amended, and Decree No. 26/1989 Coll. on occupational health and safety and operational safety in mining and mining-related activities on the surface, as amended.
7. In the event of performance of the contract on the premises of Heidelberg Materials, the contractual partner is obliged **to** clearly **define the handed-over workplace** in the workplace handover report **and** then **clearly mark it on site** and secure it against access by other persons.
8. The contractual partner is responsible for ensuring **that** its employees have **the necessary qualifications and that they perform their work in a professional and safe manner**. The contractual partner is obliged to perform all activities in the performance of the subject matter of the contract, and in particular those that pose an increased risk to life and health, only through employees who have **the appropriate health qualifications** and, above all, **all the necessary qualifications and professional competence for the activities in question**, or have the necessary permits to perform the activities in question or hold the necessary licenses and certificates (e.g., machine operator's license, professional driver's license, welder's license, crane operator's and rigger's license, professional qualification for scaffolding or working at heights, etc.), and who **have been trained** in accordance with Article II.4 of these rules. The Contractual Partner is obliged to provide evidence of this at any time at the request of Heidelberg Materials and to ensure that its employees immediately prove to Heidelberg Materials or



a person authorized by it that they have the necessary qualifications and professional competence or the necessary license or certificate.

9. The Contractual Partner is obliged to ensure that **the means of transport, machines, technical equipment**, as well as instruments and tools used by it are **suitable for the work** for which they are to be used in terms of occupational health and safety. The employees of the contractual partner are in particular obliged to comply with **the technological procedures, work procedures and operating instructions** specified at during their work, as well as to use the specified work equipment, means of transport, personal protective equipment and protective devices and not to change or take them out of service without authorization; Similarly, the contractual partner's employees are obliged to strictly observe safety **signs, instructions, and signals**. As part of the handover and takeover of the workplace, the contractual partner shall submit a list of all machines and equipment, in particular designated technical equipment in accordance with Decree No. 392/2003 Coll., as amended, or work tools that will be used in the performance of the subject matter of the contract.
10. The contractual partner **shall record and report any accidents at work** that occur to its employees at the Heidelberg Materials premises in accordance with Government Regulation No. 322/2025 Coll. or Decree No. 26/1989 Coll. and shall **immediately** inform the relevant Heidelberg Materials company of any accidents at work. If an employee of the contractual partner who does not have a designated manager at the Heidelberg Materials workplace suffers an accident at work, Heidelberg Materials shall be obliged to report the accident to the contractual partner without undue delay.
11. The contractual partner acknowledges that Heidelberg Materials CZ, a.s. has implemented and maintains an occupational health and safety management system in accordance with ČSN EN ISO 45001 and undertakes to respect the principles and policies of this system.
12. The contractual partner undertakes to allow Heidelberg Materials, at its request, to carry out an internal supplier audit for the purpose of verifying the contractual partner's performance in the area of occupational health and safety and fire protection and the fulfillment of other related obligations required by law or contract.

III. Specific obligations in the area of OHS and fire protection

1. If **a workplace** has **been handed over to** the contractual partner, **the contractual partner shall coordinate** the implementation **of measures to protect the safety and health of employees** and the procedures to ensure this in accordance with Section 101(3) of the Labor Code, including measures aimed at eliminating or minimizing risks, unless expressly agreed otherwise in the contract or workplace handover protocol. In the event that several contractual partners are operating at the same workplace, the contract or workplace handover protocol shall specify which of the contractual partners will coordinate the implementation of measures to protect the health and safety of employees and the procedures for ensuring this in accordance with Section 101(3) of the Labor Code. In exceptional cases where the performance of a contractual partner on the company's premises does not involve the handover of the workplace, the implementation of measures shall be coordinated by Heidelberg Materials.
2. When performing **mining activities** or **activities carried out by mining methods**, a handover report (hereinafter referred to in this article as **the "report"**) must always be drawn up during the handover and takeover and definition of the workplace. The Heidelberg Materials quarry manager or another authorized employee is responsible for drawing up the report, and the quarry manager, plant manager, or another authorized employee of the contractual partner is responsible for the workplace that has been handed over and taken over. Both contracting parties are obliged to provide their authorized employees with the relevant authorization certificate, unless such



authorization is specified in the contract, or with a written power of attorney. Shift and weekly inspections of the workplace shall be carried out by the persons specified in the protocol. The contractual partner is obliged to keep the prescribed operating documentation in accordance with the provisions of the Czech Mining Authority Decrees No. 392/2003 Coll., No. 26/1989 Coll. and No. 51/1989 Coll., as amended, and to ensure compliance with them. The Contractual Partner is obliged to submit this documentation before commencing performance under the Contract and at any time during performance at the request of Heidelberg Materials. The Contractual Partner is aware of its obligation to have a designated plant or quarry and to ensure the required professional qualifications and technical competence of the Contractual Partner's technical supervisor through it. In accordance with Section 6 of Act No. 61/1988 Coll., on mining activities, explosives and state mining administration, as amended, Heidelberg Materials is obliged to ensure and monitor compliance with this Act, the Mining Act and regulations issued on the basis thereof, as well as special legal regulations governing occupational health and safety, operational safety and working conditions in mining activities and activities carried out by mining methods, take the necessary preventive and safety measures in a timely manner and immediately eliminate any dangerous conditions that could endanger the operation of the organization or the general interest protected by law, in particular the safety of life and health of people.

3. If the contractual partner's performance on the Heidelberg Materials premises includes work at heights or above open depths, or entry into and work in confined spaces, the contractual partner is obliged to proceed in strict accordance with the relevant internal regulations of Heidelberg Materials – OHS guidelines **for work at heights or above open depths** and **entry and work in confined spaces**, with which they have been familiarized in accordance with Article II. 4 of these Rules. The Contractual Partner may commence work that includes activities under this paragraph **only on the basis of a valid work permit** issued in accordance with the relevant internal regulations of Heidelberg Materials.
4. If the contractual partner's performance on the Heidelberg Materials premises includes work at heights, the contractual partner is also obliged **to demarcate and secure the danger zone below the work sites at heights** at its own expense for the entire duration of the work. The danger zone below the places where work is performed at heights is also considered by Heidelberg Materials to be a workplace handed over by Heidelberg Materials and taken over by the contractual partner. In this case, the contractual partner must also take all necessary measures in accordance with Government Regulation No. 362/2005 Coll., as amended, to prevent damage to health and property caused by falling objects. The measures taken shall **be recorded in the assembly or construction log** and/or **specified in the relevant work permit**.
5. If the contractual partner's performance on the premises of Heidelberg Materials includes **work on equipment** that, by its nature, is subject to the internal regulations of Heidelberg Materials – the OHS Directive **on Protective Covers for Equipment** and the OHS Directive **on Locking Equipment Drives LoToTo** (at workplaces where the LoToTo system is in place) and with which they have been familiarized in accordance with Article II. 4 of these Rules, the contractual partner is obliged to proceed in strict accordance with these internal regulations of Heidelberg Materials, including making an entry in the LoToTo logbook.
6. If the contractual partner's performance on the premises of Heidelberg Materials includes **work at workplaces** that, by their nature, fall under the internal regulations of Heidelberg Materials – the **Health and Safety Directive on Health Protection – Specific Health Risks (dust, noise, vibration)**, with which they have been familiarized in accordance with Article II. 4 of these Rules, the contractual partner is obliged to act in strict accordance with these internal regulations of Heidelberg Materials.



7. **Welding, oxygen cutting** and other work involving **open flames** are fire-hazardous activities at selected Heidelberg Materials workplaces, and the contractual partner or persons employed by the contractual partner to perform the contract are obliged, within the meaning of Article 3.6.2.1 ČSN 05 0601, and in accordance with Act No. 133/1985 Coll., as amended, Decree of the Ministry of the Interior No. 87/2000 Coll., Government Regulation No. 406/2004 Coll., and Decree No. 246/2001 Coll. The written order shall be issued jointly by the contractual partner and Heidelberg Materials. At the request of the contractual partner, Heidelberg Materials shall provide a list of workplaces with fire hazards.
8. In the event of dangerous **work and activities** on construction sites exposing a natural person **to increased risk of death or injury** within the meaning of Annex 5 to Government Regulation No. 591/2006 Coll., the contractual partner is obliged to prepare and submit to Heidelberg Materials in advance a written occupational health and safety plan for the construction site in accordance with Annex No. 6 to Government Regulation No. 591/2006 Coll., no later than 48 hours before the start of work. The submission of the plan shall be confirmed by an entry in the construction (assembly) log.
9. The Contractual Partner shall submit to Heidelberg Materials specifications and data on the consumption of **volatile organic compounds** if they are used on Heidelberg Materials' premises during the performance of the contract.
10. The contractual partner, its employees and persons used to perform the contract are obliged to submit **to a vehicle inspection** upon request by a Heidelberg Materials security guard when entering and leaving the Heidelberg Materials premises.
11. If the contractual partner allows a person whose ability to understand the Czech language may be in any doubt to perform work on the premises of Heidelberg Materials, it shall be obliged **to prove that** such person **has been trained** to the extent required by law and the contract (e.g. basic documents, technical and operational documentation provided, Heidelberg Materials Group standards), including these Rules, in a language that such person sufficiently understands. The contractual partner is obliged to ensure that a person who is **competent to supervise the performance of work in languages understandable to such persons** is present at all times during the work performed for Heidelberg Materials by the contractual partner.
12. Heidelberg Materials undertakes to procure (ensure) to the extent necessary **the shutdown of energy supplies**, the shutdown of electrical lines or equipment at the workplace and the interruption of the production process, including the securing of aggregates against spontaneous start-up, if this is necessary for the performance of the contract; These measures shall be mutually agreed in advance and recorded in the assembly (construction) logbook. Heidelberg Materials shall equip moving parts of the equipment in the contract performance area that will be in operation with protective devices or take the necessary organizational measures to prevent accidents.
13. The contractual partner is obliged to maintain order at the workplace provided, and to remove any waste and dirt caused by its activities at its own expense. Possible **sources of danger** to life and health (e.g., openings, pits, unstable structures and building components, machines) must **be secured and marked** in such a way as to eliminate any danger. Upon completion of the work, the contractual partner is obliged **to return** protective and other **covers for machines and equipment** to their original location or position.
14. In the event of a fire, the contractual partner shall follow **the fire alarm guidelines** of the relevant Heidelberg Materials facility.

IV. Requirements for personal protective equipment on the premises of Heidelberg Materials



1. The contractual partner, its employees and other persons it employs to perform the contract are obliged to use the prescribed personal protective equipment (hereinafter also referred to as **"PPE"**) in the premises of Heidelberg Materials at all times, in accordance with their profession, activities, risk assessment at the workplace and specific working conditions or in accordance with the designated PPE zones .
2. The contractual partner, its employees, and other persons it uses to perform the contract are required to consistently use the following personal protective equipment when moving around the premises of Heidelberg Materials:
 - **industrial safety helmet** in accordance with local norm ČSN EN 397+A1; the helmet must be worn upon entering the premises/designated zone or when exiting a vehicle on the premises/in the designated zone ;
 - **the helmet chin strap must be fastened** in designated areas, and also always when working at heights or above a free depth of more than 1.5 m, when working in confined spaces, in non-standard positions where the helmet could slip off the head, when walking on technology and stairways exceeding a height of (above and below) 1.5 m measured from ground level, when moving on a single-track motorized or non-motorized vehicle, as well as in the event of an assessment of imminent risks at specific workplaces under specific working conditions;
 - **protective work goggles – standard** for movement in designated areas; **dustproof** for specific activities, including: work with loose materials under pressure or when working with air pressure, during pressure transport, when handling corrosive materials, as well as when working with dusty materials in suspension;
 - **hi-vis workwear** in accordance with local norm ČSN EN ISO 20 471, minimum safety class II, with reflective elements; in the event of possible handling or contact with materials that are irritating to the skin and pose a risk of mechanical injury to the skin, this shall include long trousers (can be replaced by hi-vis overtrousers) and long-sleeved jackets or T-shirts;
 - **work shoes**, minimum safety class S1P or S3, sturdy, ankle-high, with closed heels, or rubber boots in safety class S5; shoes must be properly worn before starting work or before getting out of the vehicle;
 - **work gloves** (gripping, handling, protection against splashes);
 - **respirator** – in case of an emergency or unexpected material leakage;
 - other PPE as required according to designated zones, local safety signs, and risk assessment conditions at specific workplaces under specific working conditions.

V. Movement of persons and driving on the premises of Heidelberg Materials

1. **The basic obligations of all persons** moving around the premises of Heidelberg Materials include:
 - the obligation to comply with **safety regulations** and, where applicable, **instructions and guidelines** in the event of **an emergency**;
 - the obligation to follow specific **instructions** for operating parts of the equipment, to respect information boards and restrictions applicable at the premises, and to move **only along designated routes and in designated areas**;
 - the obligation to **cooperate** and participate in the investigation of the causes and elimination of the consequences of accidents, incidents or other **emergencies** in which the person has been involved, including the obligation **to report all accidents, non-standard situations and incidents** without delay to the authorized employees of Heidelberg Materials (plant manager, shift technician, quarry foreman, safety technician);



- the obligation to immediately contact the authorized employees of Heidelberg Materials (plant manager, shift technician, quarry foreman, safety technician) in the event of **an imminent danger** or **possible threat** to safety;
 - obligation to comply with **the smoking ban** on the premises (including vehicle cabins) except in designated areas;
 - obligation to comply with **the ban on walking or riding in the railway yard**, with the exception of designated railway crossings, where increased attention and caution must be exercised;
 - obligation to use fall **protection structures**, if installed;
 - obligation **to maintain order and cleanliness**;
 - in establishments where **mining** is **carried out**, in the event of **blasting work**, the obligation to follow **the instructions** of responsible personnel and guards;
 - **signals during blasting work**:
 - 2x – clear the danger zone,
 - 1x – detonation will follow within 1 minute,
 - 1x – after the waiting period – end of blasting.
2. The contractual partner's employees shall **be** clearly **identified** by the company name or logo **on their clothing** or helmets at all times while on Heidelberg Materials' premises so that they can be easily distinguished from Heidelberg Materials employees and other persons.
 3. All **resources** (items, materials, equipment, vehicles, etc.) used by the contractual partner on the premises of Heidelberg Materials must be clearly **marked** to indicate that they are not the property of Heidelberg Materials.
 4. Contractors' employees are not permitted to use Heidelberg Materials' machines or equipment or make any changes to them without prior written agreement.
 5. Drivers providing transport shall report to the gatehouse or the office of the plant manager upon arrival at the plant, where they will receive a written summary of the basic instructions and rules for the movement of persons and vehicles on the plant premises. The individual documents are also available at:
<https://www.heidelbergmaterials.cz/cs/bezpecnost-prace-a-ochrana-zdravi-pri-praci-ve-skupine-heidelbergmaterials-cr>
 6. Within the premises, drivers are required **to comply with traffic regulations**, the premises' **traffic and operating rules**, traffic and safety signs, follow specific instructions for operating parts of the equipment, respect information boards and restrictions applicable at the premises, and move only on designated routes and areas (traffic routes).
 7. Drivers are required to exercise **increased caution** when loading, unloading, and transferring goods and materials, as well as when lining up, reversing, and parking vehicles, and are required to follow instructions issued by the shift technician or operator.
 8. Basic obligations of drivers (including operators of yellow machinery and construction machinery):
 - obligation to use installed **seat belts** during any movement of the vehicle, including reversing;
 - obligation **to monitor the loading and unloading process**;
 - compliance with **the ban on the use of mobile phones** on the premises of the establishment **while driving and tipping** (including hands-free); the use of mobile phones reduces attention and is therefore prohibited even outside the vehicle cabin in places requiring attention, such as in areas where vehicles are moving or in hazardous areas;



- **compliance with the** legally stipulated **safety breaks for** drivers and the prohibition on driving under the influence of fatigue;
 - obligation **to use anti-disconnection devices** (clamps, whip check);
 - obligation to prove **identity, or** provide **documents proving the driver's and vehicle's eligibility**, and provide information/submit documentation authorizing loading/unloading at the facility;
 - the obligation **to leave and secure the vehicle** and its surroundings **in the event of a fire**, follow the fire alarm guidelines of the establishment, and call the fire department and the fire reporting center at the establishment .
9. Transport and operational obligations of drivers:
- obligation to observe **the no stopping restriction** in places where the vehicle **endangers work safety** or technical equipment or is itself endangered by work carried out in its vicinity;
 - in places with appropriate signage, it is mandatory **to park only in designated areas** or according to the instructions of the shift technician of the facility; parking in other places is prohibited;
 - observe **the prohibition** on **entering** places where **the load-bearing capacity** of the terrain or road **does not correspond to the weight of the vehicle**;
 - observe **the prohibition on driving in places with unsuitable gradients**, at the edges of depressions or in other dangerous places, and **the prohibition on driving down slopes with the engine in neutral**;
 - observe **the** maximum permissible **weight** and functional **limits** of the vehicle – the vehicle must not be overloaded and must not be used to transport materials other than those for which it is intended;
 - ensure that there are no persons in the vehicle cab whose task is not to operate the vehicle or handle the load;
 - the driver is obliged to familiarize themselves with **the signaling rules** applicable at the given facility;
 - signals for excavator and loader operation:
1 x audible signal = STOP! CAUTION! In all other cases, the driver is obliged to follow the instructions of the machine operator, construction machine operator, or special vehicle operator.
10. Obligations of drivers in operations where mining is carried out:
- use **an orange warning light, strobe light**, or flashing (**warning**) lights when moving **in the mining area**; in the case of vehicles up to 3.5 tons, there is an additional obligation to use **a warning antenna** – so-called buggy whips (2.5 m long poles, measured from the ground, with reflective elements);
 - when **depositing** waste, the vehicle may only enter the storage site via the designated route; upon arrival, the driver is obliged to check that there are no other vehicles or workers in the storage site who could be endangered by their actions. The driver is obliged to check the situation behind the vehicle and may only reverse into the unloading area when he is sure that he can safely maneuver the vehicle at the storage site; if the driver cannot safely maneuver the vehicle, he shall wait in a safe place;
 - The driver is obliged to drive to the unloading point marked, if necessary, by the shift technician with two red and white rubber cones, which then also mark the maximum stopping point for the rear wheels of the vehicle, but in any case, **the rear wheels must always be a maximum of 3 meters in front of the edge of the storage area**.
 - During unloading, the driver is required **to observe the behavior of the vehicle, the material, and the condition of the unloading edge** in the rearview mirror. If there is



a risk of the vehicle sliding down the slope, the driver must immediately leave the unloading site and **inform** the other drivers and the shift technician of this event **without delay**.

- In reduced visibility (darkness, twilight, fog, thick smoke or dust), unloading must not be carried out without proper lighting of the unloading site.

11. Requirements for securing the vehicle:

- **lights on** – mandatory except when the vehicle is stopped due to possible glare to the drivers of handling equipment;
- **wheel chocks** – recommended when parking the vehicle, on both sides, on the non-lifting axle;
- **Engine shutdown** – mandatory to shut down the engine when leaving the vehicle cab and during loading, unless this is not possible for technical reasons (vehicle weighing);
- **obligation to secure the vehicle** against unauthorized use – when leaving the cab, the keys must not be left in the vehicle and the cab must be locked;
- for vehicles over 3.5 t, **a functional audible warning device** (acoustic warning signal) **when reversing**; a reversing camera is recommended; the driver is obliged to use the front mirror to see in front of the driver's cab so as to ensure a 360° view around the vehicle or machine;
- **retro-reflective markings** on all parts of the vehicle (white at the front, yellow on the sides and red at the rear);
- **the obligation to cover the load** if **loose or dusty material** is being prepared.

VI. Inspection and penalties

1. The contractual partner, its employees, and other persons it uses to perform the contract are obliged to submit to inspections by Heidelberg Materials to ensure compliance with legal regulations, relevant internal regulations of Heidelberg Materials, and the provisions of the contract, including these Rules, relating to occupational health and safety and fire protection, as well as traffic and operating regulations, including requirements for securing cargo, and whether the environment on the premises of Heidelberg Materials is being damaged or endangered (e.g. by fluid leaks from vehicles). However, this does not affect the contractual partner's responsibility for ensuring continuous monitoring and supervision of occupational safety.
2. In the event **of a breach of any obligation under these Rules**, the contractual partner shall be obliged to pay Heidelberg Materials **a contractual penalty of CZK 5,000** for each individual breach of obligation.
3. In the event of a breach of any **obligation under Article II.1** of these Rules (in particular the obligation to comply with all fire protection, occupational health and safety, and environmental protection principles), **Article II.3** of these Rules (in particular the obligation to inform the customer of risks and measures taken, the obligation to hand over the "risk assessment" documentation to the client and the obligation to draw attention to all other relevant circumstances), under **Article II.4** of these Rules (in particular the obligation to ensure the training of persons, the obligation to submit a list of trained persons, the obligation not to allow untrained persons to perform work) , pursuant **to Article II.7 and Article III.4** of these Rules (in particular the obligation to clearly and prominently mark the workplace and work site , the obligation to define and secure the hazardous area during work at heights, the obligation to take all measures within the meaning of Government Regulation No. 362/2005 Coll.), pursuant to **Article II.8** of these Rules (in particular the obligation to perform work only through competent and qualified employees who have been properly trained), pursuant to **Article II.9** of these Rules (in particular the obligation to perform work exclusively with suitable



technical means, to comply with specified work procedures and to respect safety signs and signals), pursuant to **Article III.8** of these Rules (in particular the obligation to submit a written OHS plan for the construction site prior to the performance of hazardous work), pursuant to **Article III.11** of these Rules (in particular the obligation to train persons in a language they understand sufficiently and to supervise the performance of work by these persons by a person with sufficient language skills) and pursuant to **Article VI.10** of these Rules (in particular the obligation of the contractual partner to ensure that its employees do not consume alcoholic beverages or use other addictive substances and undergo alcohol testing), Heidelberg Materials is entitled to charge the contractual partner **a contractual penalty of CZK 50,000** for each individual breach; However, Heidelberg Materials is entitled to demand a lower amount at its discretion .

4. Payment of the contractual penalty shall not affect any claim for damages in excess of the contractual penalty paid.
5. In the event of repeated proven breach of the obligations set out in Articles III, IV, V, VI.1, and Article VI.10 of these Rules, Heidelberg Materials shall be entitled to terminate all contracts with the contractual partner concerned with effect from the date of delivery of the notice of termination to the contractual partner; the contractual partner must be notified in advance of this possibility of termination, and contracts may be terminated if, after express notification, further breaches of obligations occur.
6. In the event of an incident that causes pollution or endangers the environment on the premises of Heidelberg Materials and which is caused by the activities of the contractual partner, the contractual partner shall be obliged to compensate Heidelberg Materials for all damage incurred as a result of such an event, in particular all costs associated with the removal of such pollution or threat, without undue delay after the damage has been quantified and a request for compensation has been delivered.
7. If, as a result of an event under the previous paragraph of these Rules, Heidelberg Materials is imposed any financial penalties (fines) by public authorities, the contractual partner shall be obliged to reimburse Heidelberg Materials for all penalties paid in this connection in full.
8. For the avoidance of doubt, the contracting parties expressly agree that for the purposes of this article, a breach of obligations means a breach of obligations by the contracting partner, its employees, as well as by a person whom the contracting partner has engaged to perform the contract and its employees.
9. If Heidelberg Materials fails to ensure the contractual partner's legitimate requirements for occupational health and safety, the contractual partner shall be entitled to suspend or interrupt performance under the contract until the identified defects have been remedied. The performance deadline shall be extended by the duration of the suspension. This measure must be recorded in the assembly/construction log.
10. The contractual partner undertakes that its employees will not consume alcoholic beverages or use other addictive substances before entering the premises of Heidelberg Materials and while on the premises, and will undergo an indicative test and a professional medical examination to determine the alcohol content. Any person who can reasonably be suspected of performing activities under the influence of alcohol or other addictive substances, as well as any person who can reasonably be suspected of causing harm to another person in connection with the consumption of alcoholic beverages or other addictive substances, shall be required to undergo a preliminary test and a professional medical examination to determine the alcohol content. Heidelberg Materials (or a person authorized by it) is entitled to request such a person to comply with the obligation to undergo the above-mentioned preliminary examination and to carry out the preliminary examination. For these purposes, Heidelberg Materials shall designate a person authorized to carry out the check; a professionally qualified employee of



Heidelberg Materials, appointed in accordance with Section 6(4) of Act No. 61/1988 Coll., to perform tasks in the field of occupational health and safety and operational safety, or the relevant quarry in accordance with Section 6(1) of Act No. 61/1988 Coll. and Section 4(6) of Decree No. 26/1989 Coll. of the Czech Mining Authority on occupational health and safety and operational safety in mining and mining-related activities carried out on the surface, or the head of the establishment. In the event of a positive result of a preliminary test for alcohol or other addictive substances, Heidelberg Materials shall immediately inform the contractual partner of this fact, prohibit the person under the influence of alcohol or other addictive substances from continuing the activity and remove them from the premises.