**SB/CO/P02/I00/S06 OHS Appendices to Agreements and Orders**

# OHS, Fire Safety and Environmental Protection Requirements

Obligations of Contractors operating on the premises of the Ordering Party

or carrying out renovation and investment works

**Article 1. General Principles**

1. The Ordering Party provides contractors with the possibility of organising and conducting works in accordance with occupational health and safety, fire safety and environmental protection regulations.
2. The Contractor organises and conducts works in accordance with occupational health and safety, fire safety and environmental protection regulations.
3. Contractors and their subcontractors performing works for the Ordering Party are obliged to:
4. Carry out for all planned activities the risk assessment and the description of working method or instruction for safe performance of works (ISPW), in which risk and working methods have been estimated (if the ISPW is legally required). These documents should clearly identify the risk associated with the task, precautions and risk mitigation measures (including protective equipment, exposure monitoring and employees’ health condition monitoring) and risk management methods. The risk assessment must also include appropriate environmental risks (e.g. emissions to surface water, rainwater drainage, soil or air, environmental noise).
5. Act in accordance with the agreed working methods. Report in advance the need to change the working method. Stop work and inform the Ordering Party if changes to the method are required, new hazards are identified or an OHS or environmental incident occurs.
6. Organise, prepare and conduct works in a manner preventing:
	1. accidents,
	2. occupational diseases,
	3. fires,
	4. other local hazards,
	5. environmental degradation,
7. Have first aid equipment if it has not been previously established that it is provided by the Ordering Party.
8. Conduct works in a manner not violation the OHS, fire safety and environmental protection regulations and comply with the provisions of the ‘Safety and Health Plan’ included in technical documentation or other documentation – if required and available.
9. Take part in training on hazards occurring and the OHS, fire safety and environmental protection regulations applicable at the Ordering Party’s premises, and confirm the fact of participation in the training with their own signature. The training should be completed by passing a knowledge test.
10. Employees, Contractors and subcontractors performing works for the Ordering Party should undergo job position training in the scope of OHS and be familiarised by the Contractor/Work Manager/Construction Manager or persons designated by the Contractor with hazards occurring at the place of the work performance (risk assessment) and the applicable OHS, fire safety and environmental protection regulations. The above action must be documented accordingly.
11. The Ordering Party will conduct periodic, unannounced inspections of compliance with the OHS, fire safety and environmental protection regulations and principles. In the case of detecting non-compliance with the above-mentioned regulations and principles, including change in the working method (not agreed with the Ordering Party), the Ordering Party reserves the right to:
12. suspend works without compensation,
13. draw up a report (records of the weekly audit, in the form of an e-mail or a memo) on the basis of which liquidated damages will be charged in accordance with the penalty estimates specified in Article 6(1).
14. The Contractor performing works ordered by the Ordering Party is obliged to properly secure the facilities, machines, tools, devices and equipment against theft, fire or another local threat.
15. If various contractors perform works simultaneously at the same place, it is necessary to:
	1. cooperate with one another,
	2. jointly with the Ordering Party appoint a coordinator supervising the occupational health and safety of all employees employed in this place,
	3. establish the rules of cooperation taking into account procedures applicable in the event of hazards to the health or life of employees,
	4. take into account the principles of cooperation and the method of safe work performance included in the ISPW.
16. The Ordering Party’s supervision operator supervising the work of the Contractor’s employees at the Ordering Party’s premises is obliged to inform about hazards occurring at the place of the work performance.
17. The Contractor has the right to refrain from the work performance in the event of a hazard to the life or health of employees. The Contractor must inform the Ordering Party about this fact.
18. The Contractor’s employees who want to enter/drive into the Ordering Party’s premises or the construction site must have permission to entry/drive (the Contractor reports in advance persons entering/driving into the Ordering Party’s premises) or must have temporary personal passes issued by a person authorised by the Ordering Party (valid with the company ID card, identity card or another identity document).
19. Driving and parking the Contractor’s cars at the Ordering Party’s premises or at the construction site take place on the basis of the consent issued by the Ordering Party.
20. The fact of driving (bringing) materials, tools and construction machinery to the Ordering Party’s premises or the construction site must be reported to the Ordering Party’s security service, unless the Parties agree otherwise.
21. If materials/items do not constitute the Contractor’s equipment, material passes authorise taking from the Ordering Party’s premises or the construction site materials, tools and items, unless the Parties agree otherwise.

**Article 2. OHS rules**

1. When performing works ordered by the Ordering Party, the provisions of the ‘Procedure of the management of Contractors’ or other guidelines of the Ordering Party as well as the provisions of applicable law apply in this scope.
2. When performing the works ordered, the Contractor is obliged to provide the list of employees with their first and last names and the declaration on qualifications of all employees delegated to perform works (it applies in particular to additional welding, hoist operation and similar qualifications). The Contractor should submit the declaration and have for the inspection: valid OHS training, professional certificates, proof of being acquainted with professional risk, instructions for safe performance of works, medical certificate on lack of contraindications to perform works on the position. The Contractor is also obliged to provide equipment appropriate to the works performed, whose technical condition is good and in compliant with the applicable provisions of law and regulations. The Contractor should provide copies of documents for equipment involved in high-risk activities (e.g. self-contained breathing apparatus, cranes, hoists, lifting platforms, soil drilling equipment, demolition equipment).
3. The Ordering Party’s obligations include (unless otherwise agreed in the report):
	1. to issue the permit to work,
	2. to prepare the workplace,
	3. to admit to work,
	4. to accept work after the removal of the workplace.

When admitting to work, the employee admitting to work should familiarise the employees with work safety conditions, including hazards occurring at the place of the work performance. The admission to work must be confirmed in a relevant document.

1. Contractors’ vehicles may move at the Ordering Party’s premises or within the area of works conducted with its consent according ti the following rules:
2. vehicles cannot exceed the maximum speed of 20 km/h and in areas where people move the maximum speed of 8 km/h;
3. vehicles must comply with road markings at the Ordering Party’s premises and facilities;
4. the employee driving the vehicle and operating motor vehicles, working machines, including e.g. motor-driven trucks, must have appropriate qualifications in accordance with separate regulations;
5. drivers must observe road traffic regulations;
6. it is prohibited to leave vehicles in places not designated for this purpose.
7. The Contractors’ employees are obliged to comply with:
8. the prohibition of access to marked danger zones;
9. local prohibitions and orders;
10. requirements concerning the use of personal protective equipment adapted to hazards occurring at the place of the work performance.
11. The Contractor’s employees are also obliged to follow local LOTO – ‘Lockout-Tagout’ procedures (locking and tagging machines and systems).
12. The Contractor is obliged to immediately inform the Ordering Party about any incident and accident at work that occurred during works performed for the Ordering Party. All incidents at the Ordering Party’s premises must be analysed. The Ordering Party will coordinate the incident/accident analysis process with the active participation and cooperation of the Contractor’s OHS representative and/or the Contractor’s manager. The Contractor implements corrective actions agreed after the analysis conducted according to the schedule, informing the Ordering Party about their completion.
13. The Ordering Party declares making available necessary information and materials and providing comprehensive assistance to persons investigating the circumstances and causes of the accident (in accordance with the Polish Labour Code).
14. The Contractor, in cooperation with the Ordering Party, is obliged to actively participate in observations, OHS inspections and audits of works conducted (e.g. weekly audit) and to monitor OHS indicators.
15. The Contractor must have OHS structures compliant with the applicable provisions of the Polish law. Additionally, for projects/orders the Contractor in consultation with the Ordering Party specifies the support structure in the scope of OHS on the part of the Contractor (e.g. additional supervision, OHS service, etc.)
16. For low-risk works if:
* The duration of the work performance is longer than 2 weeks and there are more than 25 employees of the Contractor at the place of the work performance – permanent support structures are required,
* The duration of the work performance is longer than 2 weeks and there are from 10 to 25 employees of the Contractor at the place of the work performance – temporary (part-time) support structures are recommended,
1. For high-risk works:
* of any duration, with more than 10 employees of the Contractor at the place of the work performance, it is necessary to define permanent OHS support structures present during the work performance.
* The Contractor must define, in consultation with the Ordering Party, the OHS management plan and the required support structure. The plan must also include the Contractor’s subcontractors.
1. All works which in accordance with internal procedures of the Ordering Party have been defined as high hazard works, listed in Article 3, must be preceded by a written permit to work. The Contractor cannot start these works without obtaining a written permit to work.

Contractors and their subcontractors performing high-risk work for the Ordering Party are obliged to:

* 1. provide all required safety measures, such as means of personal and collective protection, additional fire extinguishers, fall protection, ventilation equipment, air detectors, etc.
	2. properly mark and fence the place of high-risk work performance in order to prevent unauthorised persons and vehicles from entering the work area.

**Article 3. Special requirements applicable to the Contractor for high-risk activities (depending on the type of work)**

**1. Works involving fire risk**: Any works related to welding, thermal cutting, cutting and grinding with grinders or works with the possibility of generating sparks or heat in areas where combustible and/or flammable materials may be ignited or where explosive atmosphere may occur.

1. Written permit to work approved by an authorised person. Works involving fire risk carried out in a designated permanent place prepared for this type of activities, e.g. permanent welding stations, are exempted from the process of issuing permit to works.
2. If works require deactivation of fire protection systems (e.g. detectors, alarms, water sprinklers), a permit is required.
3. The inspection of the workplace should be ensured in accordance with location procedures – during and after the work. Such an inspection should be carried out successively after one hour, four hours and eight hours counting from the time of the completion of works involving fire risk (in consultation with the Ordering Party, this inspection may be carried out by the Ordering Party’s employees).
4. Provide fire protection equipment, e.g. fire extinguishers, fire blankets,
5. The gas welding and cutting systems must be operational and equipped with devices recommended by the manufacturer. Arch welding and cutting should be shielded to protect people working in the vicinity against direct rays of the arc.
6. Works involving fire risk should be fenced, and combustible and flammable materials should be removed or secured.
7. In areas where explosive atmosphere may occur, the atmosphere testing is mandatory before and during the work. Explosion protection equipment should be used in explosive zones.
8. **Critical lifting – non-routine lifting**, including loads > 1 tonne or additional risk factors, including: simultaneous lifting of the load by more than one crane, loads heavier than 75% SWL (safe working load) of the crane, unstable loads, works carried out at electrical lines, service lines, technological buildings or structures/installations.
9. Written permit to work approved by an authorised person.
10. Cranes and craning devices must be operated by qualified employees in accordance with the equipment specifications.
11. Cranes, lifts, trucks with HDS and/or any equipment with jibs used for lifting should have mats/pads that are placed under stabilising plates if necessary.
12. The critical lifting plan must be developed and approved by authorised persons.
13. Chains, ropes and hooks must be in good technical condition. The fastening chains and ropes must not be used as slings.
14. All equipment and accessories must be regularly inspected and dates of the last inspection clearly indicated.
15. **Work at height:** works above 2.0 m performed on non-standard working surfaces.
16. Written permit to work approved by an authorised person,
17. Application of personal fall protection systems.
18. All ladders used should be clearly marked with load capacity, approved applications and conformity certificate. Ladders must be checked before use and in the case of any signs of cracks, corrosion or other defects, such a ladder must be excluded from operation
19. *The scaffolding used must be compliant with the following standards: EN 12811; EN 1004 (mobile), EN 12810 (façade)*
20. *The scaffolding can be designed, assembled by the Contractor’s employees if they hold appropriate qualifications and:*
	1. *The total height of the scaffolding does not exceed 4 metres and it can be assembled from a height of less than 2 metres*
	2. *The Contractor specializes in the construction of scaffoldings in the case of scaffolding higher than 4 metres*

*In remaining cases the Contractor must employ a subcontractor specializing in the design and assembly of scaffoldings.*

1. The so-called frame scaffolding cannot be used to carry out works at height.
2. Mobile lifted work platforms (lifts) must be equipped with standard handrail systems, anchorage points for personal fall protection, warning signals, elements controlling the support and the platform, including emergency shut off switch.
3. All devices should be clearly marked with load capacity, approved applications and conformity certificate.
4. The use of cages/baskets for forklifts is not permitted
5. Floor and wall openings must be secured.
6. For works on roofs and other delicate brittle surfaces, it is necessary to develop: safe working methods, access control method, surface durability, method of protection against fall
7. Only trained personnel can perform work at height.
8. The rescue plan must be defined before the work at height is commenced.

**4. Entry to confined/limited space:**

1. Written permit to work approved by an authorised person:
2. The oxygen level for the entry to the confined/limited space in the Ordering Party’s facilities is from 19.5% to 23.5%. Levels must be measured before and during the stay in the confined/limited space;
3. If other hazardous substances may occur, they should also be measured against the permissible limit values before and during the stay in the confined/limited space (e.g. flammable substances, toxic substances)
4. provide employees with protective equipment specified in the written permit to work.
5. Provide any required additional equipment, such as insulating (breathing) apparatus, ventilation devices, etc. Equipment must be certified for use in confined spaces.
6. All equipment used to enter the confined/limited space must be periodically inspected (with clearly marked inspection dates), if necessary inspection certificates must be provided.
7. Only trained personnel may perform activities connected with the entry to the confined/limited space.
8. Employees must be assessed for their psychophysical fitness (day disposition) to work in confined/limited spaces and considered fit for the entry.
9. The rescue plan must be defined before entering the confined/limited space.

**5. For other high-risk activities such as:**

1. Works on systems and equipment containing hazardous substances;
2. Electrical works
3. Earthworks conducted below 30 cm from the ground surface (e.g. digging, excavation, drilling, etc.);
4. Demolition of a building or structure
5. Other high-risk works not included above.

Requirements should be defined together with the Ordering Party individually on the basis of the provisions of law, risk assessment, working methods applied and ISPW (if required for the works performed).

**Article 4. Fire safety rules**

1. The Contractor conducting works for the Ordering Party is obliged to comply with fire safety regulations, internal regulations in this scope and regulations resulting from local hazards.
2. In facilities and areas adjacent to them, it is forbidden to perform activities that may cause fire, its spread or another local hazard, or may hinder rescue and firefighting operations or evacuation.
3. Users of equipment powered by electricity or other fuels are prohibited from performing activities that could cause a fire or explosion hazard.
4. The Contractor is not allowed to make independent modifications and renovations of electrical or gas equipment and systems, or to construct additional electricity or gas take-off points.
5. In addition, it is prohibited to:
	1. use open fire and smoke within the plant outside designated areas
	2. store flammable liquids in premises in quantities greater than the daily demand,
	3. leave cloth, sawdust, etc., saturated or contaminated with flammable or oxidising substances, substances harmful to health or emitting odours without protecting them in closed non-combustible containers,
	4. store protective and working clothes in places not designated for this purpose,
	5. store in the immediate vicinity, without proper protection, substances whose interaction may cause ignition or explosion,
	6. store poisons or hazardous substances at the premises of the Ordering Party without a written consent,
	7. block access to hand-operated fire-fighting equipment and points of fire-extinguishing and smoke-removing system activation,
	8. block in any way passageways constituting escape routes, emergency exits, including vertical and horizontal exits from cable tunnels.
6. The performance of works involving fire risk at the premises of the Ordering Party may only take place with the knowledge of the Ordering Party and after obtaining its written consent and complying with internal regulations, including the written orders for works involving fire risk applicable in this scope at the Ordering Party’s plant.
7. The Contractor conducting works involving fire risk must have its own fire-fighting equipment suitable for fire hazards.
8. It is forbidden to leave vehicles and self-propelled machines on internal roads, in the Ordering Party’s production premises and to block with them passageways during the performance of works without prior agreement with a person supervising the works on the part of the Ordering Party.

**Article 5. Environmental protection rules**

1. At the Ordering Party’s premises, the Contractor is obliged to apply the environmental protection rules and to comply with regulations applicable in this scope, in particular to:
	1. protect soil, water and ground surface by preventing contamination with harmful substances, e.g. oils, lubricants, paints, products containing hazardous substances and preparations,
	2. collect materials intended for the performance of works and generated waste in places agreed with the Ordering Party, in a manner ensuring environmental protection, for the time necessary to perform the works ordered. Disposal of unnecessary materials and waste generated in accordance with the principle: the producer of waste resulting from the provision of services concerning construction, demolition, renovation of facilities, cleaning of tanks or equipment and cleaning, maintenance and repairs is the entity providing the service, unless the agreement provides otherwise. Post-renovation waste left by the Contractor at the Ordering Party’s premises will be removed after the completion of the order at the Contractor’s expense.
	3. economical use of water,
	4. not to use drinking water for industrial purposes, without agreement with the Ordering Party,
	5. maintain cleanliness and order in the area or facility used, also to clean on-site roads contaminated with the equipment used,
	6. use original containers of hazardous substances and mixtures with appropriate protections and markings,
	7. have up-to-date safety data sheets for hazardous substances/mixtures and submit their photocopies to the Ordering Party before bringing these substances to its premises.
2. It is unacceptable to:
	1. contaminate water intake protection zones and their immediate surroundings,
	2. cut trees and shrubs at the Ordering Party’s premises without its consent,
	3. perform actions causing destruction of lawns and greenery used to bind soil,
	4. use devices containing radiation-emitting substances without agreement with the competent authorities (State Sanitary Inspection, Radiation Protection Service),
	5. introduce harmful substances, hazardous substances and mixtures into the sewage system of the plant,
	6. incinerate waste at the Ordering Party’s premises,
	7. leave unsecured hazardous substances and containers which were emptied of these substances at the Ordering Party’s premises.
3. If, as a result of the activity conducted, the Contractor causes an extraordinary hazard to the environment, i.e. a sudden event occurs that may cause significant damage to the environment or pose a threat to human health and life, the Contractor’s employees are obliged to immediately report the event to the Ordering Party.
4. The Contractor bears full legal liability for consequences of breaching the obligation to protect the environment and not counteracting in order to reduce the risk and is obliged to remove the effects of environmental degradation at its own expense.

**§ 6. System of penalties and instructions *(for non-compliance with the OHS, fire safety and environmental protection regulations and rules)***

*In the event that upon inspections specified in § 1 item 5 the following is found:*

* *One “Zero Tolerance” nonconformity,*
* *Three nonconformities of categories other than “Zero Tolerance”,*
* *Repeated nonconformity in two subsequent inspections*

 *the Ordering Party has the right to charge a penalty in the amount of:*

* *for orders and contracts with the value of up to PLN 40,000: 10 % of the order value*
* *for orders and contracts above the value of PLN 40,000: PLN 4,000*

*In the event a nonconformity in the "ZERO TOLERANCE” category is found, the Ordering Party reserves the right to:*

* *suspend works without compensation,*
* *expulsion of the Contractor's/Subcontractor's employee from the plant of the Ordering Party without possibility for resuming work at the Ordering Party’s facilities,*

***Penalty shall be settled*** *in the form of an accounting note submitted within 30 days from the date of issuing the liquidated damages by the Ordering Party*

*Upon prior agreement with the Contractor:*

* *the penalty may be deducted from the agreement value,*
* *the penalty may reduce the next payment for the Contractor*

***The Ordering Party reserves the right to claim compensation in the amount exceeding the amount of the liquidated damages under general principles, if as a result of the performance of works by the Contractor the Ordering Party suffers damage exceeding their amount.***

**List of non-conformities and observations**

|  |  |
| --- | --- |
|  | ***"ZERO TOLERANCE"*** |
| ***1*** | ***Staying at the plant premises in a condition indicating consumption of alcohol, the state of intoxication or under the influence of intoxicants and bringing alcoholic beverages or intoxicants to the plant premises*** |
| ***2*** | ***Attestation of an untruth in the declaration on the qualifications of the employees being delegated for work (this concerns in particular additional qualifications, welding, hoist operator licences, validity of the periodic examinations and OHS and fire protection trainings, etc.)*** |
| ***3*** | ***Change of the working method without agreement with the Ordering Party and without reassessment of risk for the task*** |
| ***4*** | ***Independent modifications of electrical or gas equipment and systems, constructing additional electricity or gas take-off points and bypassing safety systems.*** |
| ***5*** | ***Commencement of particularly hazardous works without permit/order for particularly hazardous works*** |
| ***6*** | ***Leaving a particular hazardous work place by the team leader or supervisor in the case of works requiring constant supervision*** |
| ***7*** | ***Failure to use personal and collective protective equipment required for particularly hazardous works established in the permit/order for a particularly hazardous work*** |
| ***8*** | ***Absence of measurements of the atmosphere before and during the stay in the confined/limited space;***  |
| ***9*** | ***Introduction of harmful substances, hazardous substances and mixtures to the plant’s sewerage system, polluting water protection zones and their direct vicinity,*** |
| ***10*** | ***Other behaviour posing threat to life and health of persons remaining on the premises of the plant, based on the decision of the director of the Ordering Party's plant*** |

|  |
| --- |
| **GENERAL** |
| 11 | entering and moving on the premises of the plant without a valid personal pass |
| 12 | driving into the plant premises or the work area without the required permit |
| 13 | performance of works by Contractors’ employees not trained in the scope of conditions of the work performance at the Ordering Party’s plant |
| 14 | drivers’ non-compliance with road signs at the plant premises and designated passage routes  |
| 15 | failure to observe the maximum speed of 20 km/h at the plant premises, and in areas where people move the maximum speed of 8 km/h  |
| 16 | lack of appropriate qualifications of drivers operating motor vehicles, working machines, including, for example, motor-driven trucks |
| 17 | leaving vehicles at the premises of the Ordering Party’s production facilities or at the premises of the protected construction site without the consent of the owner or holder of the premises  |
| 18 | seizure or theft of material, equipment, devices, etc. being the property of the Ordering Party |
| *19* | *Other resulting from the provisions of the law and the content of this appendix* |

|  |
| --- |
| **OHS** |
| 20 | failure to use personal protective equipment required for works |
| 21 | introduction to the work area of a subcontractor without notification and consent of the Ordering Party |
| 22 | transport, storage and use of gas cylinders contrary to applicable regulations |
| 23 | leaving unattended electrical equipment connected to the network  |
| 24 | Lack of information immediately provided to the Ordering Party about an accident that occurred during the performance of works for the Ordering Party  |
| 25 | blocking access to switchboards, switches, etc. of electrical devices without prior arrangements with the Ordering Party  |
| 26 | entering or driving by unauthorised persons into marked danger zones  |
| 27 | smoking at the plant premises (except for places designated for this purpose) |
| 28 | use of electrical equipment and power tools without valid tests |
| 29 | use of incomplete or technically inefficient tools and devices |
| 30 | failure to use safe lighting when performing high hazard work (e.g.: Ex zones, confined spaces, ducts) |
| 31 | routing electrical wiring, gas hoses in a way that causes or may cause their damage |
| 32 | assembly and operation of scaffolding contrary to the manufacturer’s documentation or individual design |
| 33 | assembly or disassembly of scaffolding by unauthorised employees  |
| 34 | use of technically faulty scaffolding elements (corroded, with visible cracks or mechanically damaged ones) |
| 35 | no entry for scaffolding acceptance in the construction log or drawing up the technical acceptance report for scaffolding |
| 36 | lack of protective roofs or shields from protective nets in the case of scaffolding located at a road or pedestrian crossings |
| 37 | lack of information board on the scaffolding defining the Contractor of the assembly with first and last name, phone number and specifying the permissible load of platforms and scaffolding structure |
| 38 | improper fencing of the construction site with markingor its lack; unstable securing of excavation slopes |
| 39 | failure to perform proper communication routes (pedestrian footbridges, crossing platforms); lack of proper lighting of communication routes (including warning lamps) |
| 40 | failure to use appropriate connections while combining welding wires |
| 41 | leaving unattended equipment switched on |
| 42 | incorrect connection of the return-welding line |
| *43* | *Other resulting from the provisions of the law and the content of this appendix* |

|  |
| --- |
| **FIRE SAFETY** |
| 44 | use of open fire in prohibited areas |
| 45 | collection and storage of heating materials, lumber and other combustible materials at the walls of buildings |
| 46 | storage of combustible materials within a distance of less than 0.5 m from cable lines with voltage exceeding 1 kV, earthing wires, discharge wires of the lightning protection system and active electrical switchgears, power cables and power plug sockets with voltage exceeding 400 V |
| 47 | blocking in any way passageways constituting escape routes, emergency exits, including vertical and horizontal exits from cable ducts |
| 48 | Storage in rooms inside buildings or temporary work facilities (containers, storerooms) of cylinders with a weight of more than 11 kg (including empty ones):1. filled with flammable gases
2. or other compressed gases
 |
| 49 | leaving cloth, cleaning cloths, sawdust, etc., saturated or contaminated with flammable or oxidising substances, substances harmful to health or emitting irritating odours without protecting them in closed non-combustible containers, |
| 50 | blocking access to hand-operated fire-fighting equipment and points of fire-extinguishing and smoke-removing system activation |
| 51 | fixing cylinders with technical gases to the structure of facilities, equipment and systems constituting the plant infrastructure (it is mandatory to fix them in warehouses, while it is forbidden to fix them to the infrastructure devices and systems) |
| 52 | using cylinders with technical gases to perform works involving fire risk without placing them on trolleys |
| 53 | leaving a cylinder with technical gases at the premises of the Ordering Party’s production facilities or in the area of works without approval and protection |
| 54 | equipping the station for conducting works involving fire risk with defective fire extinguishing equipment without inspection or verification  |
| 55 | lack of hand-operated fire-fighting equipment at the place of conducting works involving fire risk |
| 56 | use of the Ordering Party’s fire-fighting equipment contrary to its intended purpose |
| *57* | *Other resulting from the provisions of the law and the content of this appendix* |

|  |
| --- |
| **ENVIRONMENTAL PROTECTION** |
| 58 | gathering materials intended for the performance of works and generated waste at places not intended for this purpose |
| 59 | cutting trees and shrubs without prior consent of the Ordering Party |
| 60 | performing activities causing destruction of lawns and greenery used to bind soil |
| 61 | incineration of any waste |
| 62 | leaving unprotecteddangerous substances and mixtures, containers with such substances and containers which were emptied of such substances |
| 63 | storage of hazardous substances and mixtures in premises not intended for this purpose without the Ordering Party’s written consent |
| 64 | use of hazardous substances andmixtures without valid safety data sheets |
| 65 | use of not described containers for storage of dangerous substances and mixtures |
| *66* | *Other resulting from the provisions of the law and the content of this appendix* |