

Provisions on the Protection of Johns Manville Slovakia, a. s. Property

I. Main Duties and Principles of Security and Health and Property Protection in Johns Manville Slovakia, a. s.

- (1) The contractor of Johns Manville Slovakia, a. s., as well as its employee, subcontractor and the employee of its subcontractor (hereinafter referred to as the “contractor”) shall be obliged
- a) To follow when performing assembly, repair, construction or any other works (hereinafter referred to as “works”) valid legal regulations and other regulations to secure safety and health protection at work (Section 39 of Act No. 311/2001 Coll. The Labour Code, as amended), fire protection and environmental protection (hereinafter referred to as “safety regulations”);
 - b) To always present documents enabling access to the facilities, premises and complex owned, leased or borrowed by Johns Manville Slovakia, a. s. (hereinafter referred to as “complex and premises”); in case of a visit or a business meeting, the contractor shall be obliged to present a valid ID card or another ID document according to the security guard's requirements or another competent employee of Johns Manville Slovakia, a. s. controlling the entrance and/or exit of the complex and premises;
 - c) To perform only such work as arising from a special agreement, contract, order or another legal act, unilateral, bilateral or multilateral, that was concluded by Johns Manville Slovakia, a. s. (hereinafter referred to as the “contract”); this shall not affect the duty of the contractor, mainly
 - (i) To ask in advance Johns Manville Slovakia, a.s. for permission to perform certain works, unless an obligation to request special permission is stipulated by these Provisions on the Protection of Johns Manville Slovakia, a.s. Property,
 - (ii) To ask in advance Johns Manville Slovakia, a.s. for special permission to perform certain works, unless its proper realisation according to safety regulations or other regulations requires the permission of Johns Manville Slovakia, a. s. (for instance, activities related to the thermal process for metal joining, metal separation or other metal processing, activities related to the thermal process for installing insulation layers, functional layers or decorating layers for products or parts of structures, activities related to the thermal process in order to remove the stated layers from products or parts of structures, and activities related to the thermal process for the purposes of drying or dehumidification of products or parts of structures);
 - (iii) To perform works only after acquiring a license or special permission and only within the scope of its conditions;
 - (iv) To ask in advance for permission to enter a closed area when performing cleaning works in silos and in tanks;
 - d) To carry, on the left side of chest, at breast height, an ID tag when performing works in the production operation including the storehouse;
 - e) To move in the complex and premises according to the traffic signs only along labelled roads and follow the instructions of a member of complex security or other competent employee of Johns Manville Slovakia, a.s.; in case Johns Manville Slovakia, a.s. ensured factory boarding for a contract, the contractor shall be obliged to move to the factory cafeteria of Johns Manville Slovakia, a.s. only along the determined route;
 - f) To stay only at the determined place of work realisation or at the place of meeting, to move only in the place of work realisation or in the place of meeting, but not to enter another complex or premises and use only sanitary facilities close to the place of work realisation or the place of meeting; if sanitary facilities and other non-residential premises (mainly due to creating a changing room) were leased out or lent to the contractor based on a special concluded agreement, the contractor shall be obliged to preferentially use these premises; the contractor is also obliged to inform in advance the competent employee of Johns Manville Slovakia, a. s. about the need to leave the place of work or the place of meeting or about the need to enter another complex or premises, and the contractor may do so only upon prior consent of the competent employee of Johns Manville Slovakia, a.s.;
 - g) To follow safety labels at the place of work and to respect them;
 - h) Not to touch any machinery, equipment or material, mainly not to intervene with the reserved and non-reserved technical equipment, unless otherwise agreed by the parties or if such obligation of the contractor arises from the agreement;
 - i) To use the prescribed personal protective work means when entering production operation areas, including the storehouse, especially protective shoes with steel toe caps, protective glasses and a reflective vest; this shall not affect the use of other personal protective means if suggested by the special nature of the performed work;
 - j) Immediately on request of Johns Manville Slovakia, a. s.
 - (i) To present a valid professional inspection document and professional exam performed by a professionally licensed person according to the legal regulations of the Slovak Republic concerning (portable) electric equipment according to the valid legal regulation in the field of technical safety of (portable) electric equipment; the stated document can be replaced by a written declaration confirmed by a safety technician or a revision technician of the contractor on a performed professional inspection and professional exam of (portable) electric equipment according to the legal regulation in this area, while the document must contain a list of used (portable) electric equipment and the date of professional inspection and professional examination;
 - (ii) To submit a valid document on professional inspection and professional examination performed by a professionally licensed person according to the legal regulation of the Slovak Republic concerning other reserved technical facilities, such as facilities according to Clause (i) of this letter j) and concerning reserved technical equipment that are parts of other facilities;
 - (iii) To show that technical requirements for transportable pressure equipment with flammable gas or gas supporting burning in order to realise thermal processes or another gas, even if the portable pressure equipment is part of other equipment;
 - (iv) To submit a list of used chemical substances and preparations, including their safety data cards;
 - k) In case of work realisation when construction machinery is to be used and regardless of whether it will be used on a construction site or not (for instance construction, reconstruction, assembly/disassembly of technology, excavation works), to submit a copy of a document on performed professional inspections and professional examinations of the construction machines prior to the start of work;
 - l) To follow the ban on smoking and using open flame in the complex and premises; the ban on using open flame shall not apply to a situation when the thermal process is allowed by Johns Manville Slovakia, a.s. according to letter c) and is realised within the scope of the permit and/or a special permit and in line with valid legal regulations of the Slovak Republic;
 - m) To follow the ban on bringing and consuming alcoholic beverages as well as drug substances, addictive substances or psychotropic substances (hereinafter referred to as “drug substances”) to the complex and premises, to follow the ban on entering into the complex and premises under their influence and to follow the ban of working under their influence;
 - n) To follow the ban of bringing to the complex and premises photographic devices and use them in the complex and premises without prior consent issued/granted by John Manville Slovakia, a.s.;
 - o) To follow the ban on bringing firearms and entertainment pyrotechnology to the complex and premises;
 - p) To be subjected to referential breath tests or other tests for the use of alcohol or drug substances;

- q) To follow the principles of handling chemical substances and chemical compounds in line with the requirements stipulated in their Safety Data Cards and in the legislation of the Slovak Republic, thus to ensure mainly environmental protection by placing the transport packaging with chemical substances and chemical compounds in a impounding reservoir capable of stopping chemical substances or chemical compounds leaking from the largest transport packaging stored in the reservoir;
- r) To follow internal regulations for the process of securing/blocking residual energy (LTCT);
- s) To follow the principles of fire protection, mainly when storing flammable substances and when handling flammable substances (for instance, to place flammable liquids and flammable liquids with a low boiling point only in such a manner that is in line with special regulations; to establish the primary consumption place of flammable gases or gases supporting burning, the operational place for the consumption of flammable gases or gases supporting burning or working consumption place of flammable gases or gases supporting burning in line with special regulations; after the use of flammable gases or gases supporting burning in thermal processes for the purposes of metal joining or metal separation stops, to store pressure tanks or bottles with flammable gases or gases supporting burning in line with special regulations; to store bottles with propane or butane used for thermal processes according to letter c) in line with proper technical praxis and requirements stipulated in the technical standard, for instance in STN 07 8304, as amended);
- t) Not to intervene without a reason and not to damage fire equipment or the hydrant network;
- u) To follow environmental regulations, mainly
 - (i) To sort out waste when handling it according to waste origin categories of and to store it separately in prior determined places; the responsibility for handling waste originated during construction and demolition works (waste from construction and demolition) shall be stipulated by an agreement and, when not, special generally binding legal regulations shall be followed; Johns Manville Slovakia, a.s. shall be responsible for handling waste other than waste from construction and demolition (this shall, however, not affect the contractor's obligation to bear costs related therewith, unless otherwise agreed by the parties in an agreement);
 - (ii) To prevent leakage to the sewage system and soil when handling chemical substances (including chemical compounds);
- v) To notify immediately the competent Johns Manville Slovakia, a.s. employee in case of a work injury via the phone number 033/5918 (ext. 211 or (ext.) 130 or (ext.) 521,
- w) To notify immediately the competent Johns Manville Slovakia, a.s. employee in case of a leakage of a chemical substance (chemical compound) into the sewage system via the phone number 033/5918 (ext. 211, (ext.) 729 or (ext.) 142,
- x) To perform first intervention in case of a fire in order to extinguish it and report on the origin of fire via the phone number 033/5918 (ext.) 211, (ext.) 222 or (ext.) 521,
- y) To enable on request a member of the complex security of Johns Manville Slovakia, a.s. to inspect items carried in and out of the complex and premises;
- z) To hand in a one-time ID card when leaving the complex and premises, to hand in an ID card enabling entrance and a magnetic card to enter the parking lot, if issued, when finishing several-day work or a longer contractual relationship;

(2) In addition to the obligations and principles of safety referred to in paragraph 1 of this clause I, the contractor, if he enters the complex and premises with a motor vehicle or another vehicle (hereinafter referred to as "vehicle") or if he drives the vehicle in the complex and premises or if will perform activities on or related to the vehicle in the complex and premises, including unloading or other loading or unloading of raw materials or other goods from or onto the vehicle, he is also obliged to comply with these obligations:

- a) To undergo retraining in the field of safety regulations labelled as "Training for Drivers", the content of which focuses on work to be performed in the complex and premises and, at the same time, to confirm to the successfully undertaken retraining by an (electronic) signature; with this (electronic) signature, the driver shall also confirm their acceptance of the "Safety Rules for Drivers and for Vehicle Crews" and the plan (map) of the complex and premises;
- b) To submit the bill of delivery, bill of loading or license to transport items;
- c) To follow the rules of road traffic when moving along internal and external roads (mainly the duties arising from Act No. 8/2009 Coll. on Road Traffic, and on amendments and supplements to certain acts);
- d) To park vehicles only in determined places;
- e) To follow the instructions of a member of complex security or employee of Johns Manville Slovakia, a.s. organising the loading and unloading of the vehicle;
- f) During loading and unloading of a vehicle, to stay only in the vehicle or room allotted it in the despatch department;
- g) When loading and unloading a vehicle, to use personal protective means, mainly protective shoes, protective glasses and reflective vest, while the driver's assistant shall have the same obligation; based on the contractor's stipulations, Johns Manville Slovakia, a. s. shall lend glasses and a reflective vest to the driver and/or driver's assistant not equipped with their own personal protective work means prior to entering its complex and premises; the driver and/or driver's assistant shall be obliged to return the borrowed personal protective work means no later than when leaving the premises in proper and clean condition as accepted, otherwise they shall be fully responsible for the caused damage;
- h) All the filling hoses on the tank must be secured by a security chain against being freed or by a security buckle; the driver must visually ensure that the hose and the connections are not damaged and good, to fasten connections and set up security buckles or chains on both sides of the hose. At the same time, the driver shall be obliged to ensure that hoses are placed as well as possible, i.e. with a minimum number of breaks. At the same time, the driver must not handle the tank if it is under pressure and not completely empty
- i) comply with the obligations arising from special regulations governing the technical capability of vehicles (for example, Act No. 56/2012 Coll., on Road Transport, as amended, Act No. 8/2009 Coll., as amended, Act No. 106/2018 Coll., On the operation of vehicles in road traffic and on the amendment of certain laws, as amended) and used to fulfill obligations in relation to Johns Manville Slovakia, as only those vehicles which are in good technical condition and have carried out all mandatory technical inspections, tests and checks, including technical inspection, emission control and pressure tests, if required by a special regulation or technical standard.

(3) Apart from the safety obligations and principles stated in par. 1 Clause I, if a contractor performs construction works in the complex and premises (regardless if on the construction site or elsewhere), he shall be obliged

- a) To follow duties arising from the Decree of the Ministry of Labour, Social Affairs and Family of the Slovak Republic No. 147/2013 Coll. stipulating details to ensure safety and protection at work during construction works and works related to it and details on professional capacity to perform some work activities, as amended, and Decree of the Government of the Slovak Republic No. 396/2006 Coll. on Minimum Safety and Health Requirements on a Construction Site;
- b) To use also a protective helmet as a personal protective work means (apart from other personal protective work means stated in par. 1 Clause I);

II. Outline of the contractor's initial training

The contractor, as well as all of their visitors, shall be trained by Johns Manville Slovakia, a.s. prior to their first entrance into the complex and premises in the field of safety regulations, namely within the scope and with contents in order to get the necessary information and instructions to ensure safety and health protection at work valid for workplaces and premises of Johns Manville Slovakia, a.s., however mainly information pursuant to Section 7 (6) letter a) through c) of Act No. 124/2006 Coll. on Safety and Health Protection at Work, and on the Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as "retraining"). The contractor as well as his visitor shall be obliged to successfully participate in the retraining. Based on a successfully attended retraining, the contractor and his visitor shall be enabled access to the complex and premises and, at the same time, they shall be issued a visitor's card valid for 12 months following its issue. By attending the retraining, the contractor or the visitor shall not be freed from the obligation when performing works for Johns Manville Slovakia, a.s. to follow and respect duties, orders and bans arising from safety regulations as well as those binding based on the agreement and these provisions on the protection of Johns Manville Slovakia, a.s. property.

III. Cooperation between Johns Manville Slovakia, a.s. and the contractor

(1) If, based on the agreement, the contractor performs any work in complexes and premises, the parties have agreed, pursuant to Section 18 of Act No. 124/2006 Coll., as amended, on the following scope, manner and conditions of ensuring the workplace and its equipment for safe performance of work in the workplace:

- a) All actions of prevention, preparation and the taking of measures needed to ensure safe work realisation at the workplace and to ensure safety and health protection at work, including identification of possible risks, passing of effective measures, coordinating activities and equipment of the workplace for safe work realisation with regards to Johns Manville Slovakia, a. s. and its employees, the contractor as in terms of any third person with the knowledge of Johns Manville Slovakia, a. s. or with the knowledge of the contractor present at the workplace (hereinafter referred to as the "third party"), shall be ensured fully at his own cost, risk and responsibility by the contractor who is obliged to perform these actions and measures at least within the scope and in the manner stipulated by the valid safety regulations, mainly however pursuant to Act No. 124/2006 Coll., as amended, including generally binding legal regulations issued for its realisation, as well as according to technical standards and approximation regulations of the Government of the Slovak Republic issued in the field of safety and health protection at work considering mainly the specification of the workplace and the special nature of work that is to be performed at the workplace;
- b) The contractor shall be obliged to inform Johns Manville Slovakia, a.s. in a documented manner as well as its employees and any third party on the prevention, preparation and measures taken and performed pursuant to letter a), including informing about potential threats, preventive measures, measures for providing first aid, overcoming fires, performing emergency works and evacuation of employees and the third person.
- c) In case the contractor is a constructor or if he ensures works related to construction in the complex and premises, he shall be obliged, apart from the provisions stipulated by Act No. 124/2006 Coll., as amended, and its executive generally binding legal regulations, to follow conditions to ensure safety and health protection when preparing a construction project and realising construction in the scope set by special generally binding legal regulations (especially Act No. 50/1976 Coll. on Territorial Planning and the Construction Code - Construction Code - as amended by later regulations and decrees of the Government of the Slovak Republic No. 396/2006 Coll.).

(2) The contractor and Johns Manville Slovakia, a.s. can agree in writing on the scope in which the necessary measures to ensure safe work realisation at the workplace and ensure safety and health protection at work is to be taken by Johns Manville Slovakia, a.s. The contractor shall not be freed in case of concluding such a written agreement from the responsibility to perform other activities in the scope stated in par.1 of this Clause III, mainly he shall not be freed from the responsibility to correctly identify risks at the workplace and for determining related effective measures to ensure safe realisation of work at the workplace and to ensure safety and health protection at work.

(3) The contractor shall be obliged to fully ensure their meeting of all obligations arising from Act No. 314/2001 Coll. on Fire Protection, as amended, and according to the generally binding legal regulations issued to execute the Act on Fire Protection, mainly according to the Decree of the Ministry of Interior of the Slovak Republic No. 121/2002 Coll. on Fire Prevention, as amended, including ensuring retraining for the contractor (if individual - trade operator), his employees and designated persons in the field of fire protection; at the same time, Johns Manville Slovakia, a. s. and the contractor have agreed that duties in the field of fire protection shall fully be taken up by the contractor.

(4) The contractor shall be obliged to fully ensure the meeting of all duties arising from the generally binding legal regulations in the field of environmental protection.

IV. Sanctions for violating safety regulations

(1) Johns Manville Slovakia, a. s. and authorised employees shall be entitled to perform inspections of the contractual partner's meeting their duties according to these provisions for the protection of Johns Manville Slovakia, a. s. property, and if violations of duties on the part of the contractor are detected, Johns Manville Slovakia, a. s. shall be entitled to proceed according to this clause IV. By performing the inspection by Johns Manville Slovakia, a. s., duties and related liability shall not be transferred back from the contractor to Johns Manville Slovakia, a. s..

(2) In case of the violation of duties stated in Clause I par. 1 letter a), i), q), r), u) a w), par. 2 letter g) and i), par. 3 letter a) and b) and in Clause III, Johns Manville Slovakia, a. s. introduced the system of granting yellow cards, red cards and imposing contractual sanctions.

(3) In case of the first violation of duties stated in par. 2 of this Clause IV, the contractor shall be granted a yellow card and, at the same time, a claim shall be applied in writing to pay a contractual sanction.

(4) In case of the second violation of duties stated in par. 2 of this Clause IV, the contractor shall be granted a red card and, at the same time, a further claim shall be applied in writing to pay a contractual sanction. Apart from the above stated, the employee of the contractor or the contractor (individual - trade operator) who has violated safety regulations shall have a ban imposed on entering the complex and premises for a period of one year. Johns Manville Slovakia, a. s. shall also be entitled to withdraw from the agreement.

(5) In case of a violation of duties stated in clause I par. 1 letter u) and/or w) and par. 2 letter i), Johns Manville Slovakia, a.s. shall be entitled to proceed according to par. 4 of this clause IV, namely also in case of the first violation of duties, and the procedure pursuant to par. 3 of this Clause IV shall not be required.

(6) A record shall be made of the violation of safety regulations by an authorised representative of Johns Manville Slovakia, a.s.

(7) Employees in the field of Safety and Health and Environmental Protection at Work as well as authorised employees of Johns Manville Slovakia, a.s. (mainly any member of the management and the project leader) shall be authorised to act on behalf of Johns Manville Slovakia, a. s. regarding the issue of granting “cards”, contractual sanctions and bans on entrance.

(8) For a violation of duties stated in par. 2 of this Clause IV, Johns Manville Slovakia, a. s. shall be entitled to request the payment of a contractual sanction due by the deadline stated in the request and/or invoice, under these terms and conditions and in this scope, even repeatedly, if any duty stated in par. 2 of this Clause IV is repeatedly violated by the contractor following the application of the claim to a contractual sanction:

	Reason, i.e. manner of violating safety regulations	Amount (EUR)
1.	Work at altitudes or above free depth without being secured against falling or with insufficient securing against a fall;	EUR 200 per person
2.	Work without determined personal protective work means	EUR 35 per person
3.	Performing work activities while using a dangerous work procedure	EUR 100 per company
4.	Performing work activities without a secured workplace or without insufficient securing of the workplace	EUR 100 per company
5.	Liquid chemical substances or chemical compounds stored without retention (i.e. not in reservoirs)	EUR 100 per company
6.	Violation of internal regulations for the process of securing/blocking residual energy (LTCT);	EUR 100 per person
7.	Violation of waste separation or a violated prior set place for storing waste	EUR 100 per company
8.	Disposal of waste other than waste from constructions and demolitions (if not stipulated in writing otherwise)	EUR 300 per company
9.	Not reporting a leakage of a chemical substance or chemical compound	EUR 300 per company
10.	Leakage of operating media or fuels from means of transport or leakage of transported raw materials (regardless of their state) or occurrence of another safety incident or environmental incident, which resulted in particular in damage to life or health or endangerment of human safety or environmental pollution or threats of environmental pollution	EUR 500 per company and reimbursement of costs for elimination of consequences
11.	Other violation of safety regulations, namely in the scope that this violation is to be precisely specified in the written record	EUR 100 per person

V. Violation of Provisions on the Protection of Johns Manville Slovakia, a. s. Property

(1) The employee of the contractor or the contractor (individual - trade operator) who violates a duty, ban or order arising from these provisions on the protection of Johns Manville Slovakia, a.s. property (hereinafter referred to as the “duty”) shall be immediately evicted from the complex and premises.

(2) In case of repeated violation of the same duty or any other duty, Johns Manville Slovakia, a.s. shall be entitled to withdraw from the agreement. By withdrawing from the agreement, the agreement shall cease to exist as of the day when the expression of the will to withdraw from the agreement was delivered to the other party; this shall not affect the claim of Johns Manville Slovakia, a.s. to damage compensation;

(3) Violation of duties stated in Clause IV par. 2 and 5 shall be governed by a special procedure defined in Clause IV; this shall however not affect the claim of Johns Manville Slovakia, a.s. to a withdrawal from the agreement under terms and conditions stipulated in par. 2 of this Clause V, and the application of par. 1 of this Clause V shall therewith not be excluded.

(4) The contractor undertakes to pay to Johns Manville Slovakia, a.s. fully for any damage originating from a violation of the contractor's duties according to these Provisions on the Protection of John Manville Slovakia, a.s. property, namely within 20 days after the delivery of the request (invoice) for the payment.

(5) Johns Manville Slovakia, a. s. and employees authorised by it shall be entitled to ban the use of machinery, equipment and work means, work procedures, substances and the realisation of activities and works of the contractor that immediately threaten safety or health, and/or cause immediate danger of fire.

VI. Priority of Provisions on the Protection of Johns Manville Slovakia, a. s. Property

If the contractor's duties and liability in the field of safety and health protection at work, fire protection and environmental protection are subject to the agreement concluded by the contractor and Johns Manville Slovakia, a. s., the duties and liability stated in these Provisions on the Protection of Johns Manville Slovakia, a. s. property shall be a supplement to the contractor's duties and liability in the stated fields arising from the agreement under terms and conditions that are not mutually conflicting. If the modification of duties and liabilities in the

fields stated in the first sentence included in the agreement is in contradiction with the contractor's duties and liability stated in these Provisions on the Protection of Johns Manville Slovakia, a. s. property, mainly with the contractor's duties and liability defined in Clause III, these Provisions on the Protection of Johns Manville Slovakia, a. s. property shall take priority in application (to the provision contained in the agreement).