



**SAFETY  
POLICY**

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# **ENVIRONMENT AND SAFETY SPECIFICATIONS**

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## **1 GENERAL INFORMATION**

### **1.1 Buzzi Unicem's Environment and Safety Policy**

- Planning strategies for the prevention and protection of the Environment and the Health and Safety of workers, in conjunction with the application of the best available technologies, in pursuit of the objectives of EU and national regulations and the principles of sustainable development.
- Involving and empowering all personnel, through informative and training activities, and ensuring the constant promotion of collaborative relationships and dialogue with institutions, citizens, customers, suppliers, and shareholders.
- Planning activities aimed at monitoring the environmental impacts pertaining to the organization's environment, such as: air quality and emissions of greenhouse gases, energy efficiency, and the use of alternative fuels as well as raw materials.
- Planning all the necessary measures and monitoring activities in order to eliminate or mitigate risk factors related to the workers' health and safety.
- Fulfilling compliance requirements, as well as the need to pursue the continuous improvement of performance.
- Developing and enhancing the Environment and Safety Management System, by implementing integrated models of training and sharing practices to continuously raise awareness among its employees.

### **1.2 Definitions**

<b>Contractor</b>	This is the legal entity that has been assigned the Contract of the work or services by the Principal. In these Specifications, this figure is included in the definition of Contracting Firm.
<b>Principal</b>	This is the entity that entrusts the execution of a work or service to a Contractor.
<b>Contract (as per art. 1655 of the Italian Civil Code)</b>	This is the contract whereby one party undertakes, with the organization of the necessary equipment and with the management at its own risk, the execution of a work or service in return for a monetary consideration.
<b>Person in charge</b>	This is the person who, because of their professional skills and within the limits of hierarchical and functional powers commensurate with the nature of the task assigned to them, supervises the work activity and guarantees the implementation of the instructions received, making sure they are properly carried out by the workers and exercising a functional power of initiative.



	<p>The contracting or subcontracting employers must expressly indicate to the commissioning employer the person who will carry out the function of Person in charge.</p> <p>The name(s) of the Principal's Persons in charge are listed in the DUVRI, which is signed by the Contractor prior to starting the work.</p>
<b>Principal's Contract Manager</b>	<p>The person who manages the contract at the plant.</p>
<b>Single interference risk assessment document (DUVRI)</b> (as art. 26 par. 3 of Legislative Decree 81/08)	<p>Document with which the Principal assesses the risks and indicates the measures taken to eliminate or, where this is not possible, minimize the risks from interference between the activities assigned to contractors and self-employed workers, and their subcontractors, if any, and the activities carried out in at the same workplace by the Principal.</p> <p>This document also certifies that information was provided to the contracted economic operators as to the specific risks existing at the premises where they will be working and the prevention and emergency measures adopted. This document is an integral part of the contract and must be updated as the work and/or service progresses.</p> <p>The requirement to draw up the DUVRI is not applicable in cases provided for by law (e.g., services of an intellectual nature) and for work carried out in quarries.</p>
<b>Work permit</b>	<p>Document with which the Principal authorizes the execution of a job by providing information on the specific risks of the premises where the work is carried out and any prevention operations to be implemented before, during and upon completion of the work. It is drawn up and managed according to the provisions set out in the specific procedures and/or in the Principal's DUVRI (interference risk assessment report).</p>

### **1.3 Scope of application**

These General Contract Specifications form an integral part of the contracts for works and services (hereinafter referred to indistinctly as Works) to be entered into by Buzzi Unicem (hereinafter referred to as the Principal) with the Contracting Firms (hereinafter referred to as the Contractor, and together the Parties).

It also applies, insofar as possible, to procurement contracts when such contracts entail the execution of works for the construction, assembly, installation or otherwise arrangement on site of the purchased goods.



#### **1.4 Compliance with safety regulations**

The Principal considers work safety to be an inalienable and paramount value and this for moral, social, legal and image reasons.

Buzzi Unicem's Policy deems the protection of workers' physical safety and health to be a primary objective.

In order to achieve this objective, the necessary measures for the safety and health of people must be drawn up and implemented in compliance with current regulations.

The general guideline that is followed in the company's operations (and which must therefore be complied with in the management of contracted works) is to prevent any possible situation that contravenes safety.

Therefore, in the execution of all company activities (including contracted and subcontracted activities if authorized as per Section 12.2 below) that have or may have an influence on safety, selection criteria and management and operating methods must be adopted that, in economic, organizational, technical and technological terms, are compatible with the safety objectives.

This approach, which also covers the various stages of the implementation process, therefore comprises the following main measures:

- planning and deployment of the necessary resources
- adoption of suitable technological and design choices
- selection and procurement of suitable materials, equipment and services
- personnel training
- execution of the necessary coordination, information and control activities.

This document thus sets forth as the Contractor's first rule that the work to be performed under the contract must be carried out in full compliance with all applicable safety, occupational hygiene and environmental protection regulations and in compliance with the company's safety policy indicated above.

#### **1.5 The Contractor**

By signing the contract, the Contractor declares to be in the organizational and entrepreneurial conditions established by art. 1655 of the Italian Civil Code and art. 29 of Legislative Decree no. 276 of September 10, 2003.

Subcontracting is prohibited as specified in Section 12.1 below.

#### **1.6 Safety of the Commissioned works**

The Contractor undertakes to deliver the completed Works to the Principal in conditions of compliance with safety standards.



The resulting costs and remuneration are included in the consideration established for executing the work.

### **1.7 Determining the consideration**

The Parties mutually acknowledge that the determination of the consideration and the study of its components (with special reference to the safety measures and equipment to be provided for the execution of the works) was carried out by the Contractor based on a careful and in-depth analysis of the jobs to be carried out and, in cases where this was deemed necessary, of all the documentation to which the Contractor had material access as well as on the outcome of the direct and joint survey of the sites where the works will be carried out, recorded in the DUVRI and/or in the On-Site Inspection Report.

### **1.8 Organization of the worksite**

The Contractor's duties include organizing the worksite, managing it, and overseeing the works that are the object of the contract.

The employees that the Contractor shall assign to the works shall always be suitable, in terms of number, quality, and expertise, for the effort required by the jobs to be carried out and the delivery deadlines specified in the contract or agreed with the Principal from time to time.

### **1.9 Contractor's autonomy**

The Works covered by the contract will be carried out by the Contractor with its own organization of equipment and management at its own risk, without any bond of dependence and/or subordination vis-a-vis the Principal.

Therefore, the Contractor shall have total freedom and power to organize its worksite with regard to personnel, equipment and tools in the manner it deems most appropriate, without prejudice to that which is defined with regard to the management and/or elimination of interference risks.

### **1.10 Principal's power of inspection**

The Principal reserves the right, in accordance with art.1662 of the Civil Code, to inspect and check the progress of the work, including in respect of compliance with the clauses contained herein.

## **2 KNOWLEDGE OF THE RISKS**

### **2.1 Joint on-site inspection**

Prior to the start of the work, the Contractor undertakes to carry out a careful and thorough inspection of the areas where the work is to be carried out, together with the Principal's Contract Manager/ Person in Charge, and to sign the relevant Joint Inspection Report, which forms an integral part of the contract documentation.



This is in order to verify, through direct knowledge, the risks related to the safety profiles in the area where the work is to be carried out, so as to order in advance any necessary or useful safeguards or protective equipment and to familiarize its workers on their use.

## **2.2 Work permits**

In the cases provided for by the regulations (e.g., work in confined spaces) or in the case of special risk situations (for example but not limited to work on installations or parts of installations that contain or have contained flammable materials), which shall be highlighted during the preliminary on-site inspection, the relevant work activities can only start after a specific work permit is issued by the Principal's Contract Manager/Person in charge.

Prior to starting the work activities, the Principal's Contract Manager/Person in charge will, if necessary, arrange for the "securing" of machinery and equipment through a specific internal procedure.

## **2.3 Work areas**

The work areas relevant to the contract will be determined during the site survey.

Where necessary these areas must be marked off prior to the start of work, by the Contractor, using suitable barricades, markings and signs.

The existence of any such obligation will be indicated in the onsite inspection report.

## **3 DOCUMENTATION TO BE SUBMITTED FOR THE CONTRACT**

### **3.1 Documentation to be submitted prior to the signing of the contract**

In order to allow the Principal (Purchasing Logistics Department) to carry out the necessary technical and professional verification in compliance with Legislative Decree 81/2008, Contractors are required to submit the necessary requested documentation through the appropriate supplier portal (Tesi Square).

In the absence of one or more documents, the contract cannot be signed.

### **3.2 Documentation to be submitted prior to the start of work or the provision of services (Title I and IV of Legislative Decree 81/2008 - Legislative Decree 624/1996)**

Prior to the start of the work, the Contractor shall submit to the Principal's Requesting Service (Contract Manager) the necessary documentation related to the nature of the contract itself via the appropriate supplier portal (Tesi Square).

The start of the work is subject to the submission, verification and approval of all the documentation requested by the supplier portal (Tesi Square).





### **3.3 Employees**

Only the Contractor's personnel for whom the documentation requested by the Principal was submitted through the supplier portal shall be allowed to enter the Production Unit (Tesi Square).

### **3.4 Non-EU personnel**

The Contractor agrees to employ only personnel with legal residence permits, in compliance with the relevant regulations and applicable law.

"Temporarily seconded" foreign workers remain subject to the legislation of their own (seconding) EU member state. In particular, workers from European Union member states (EU workers) guarantee the fulfillment of insurance and social security requirements by submitting Form A1, which has a maximum duration of 24 months (see Regulation (EC) No. 883/2004).

### **3.5 Identification badge**

The Contractor shall see to it that each employee is always equipped with the identification badge required for contracted and subcontracted activities.

Employees who are found not to be identifiable shall not be allowed to enter and if found already in the Production Unit shall be sent away.

In order to ensure emergency management, the Principal shall provide the Contractor's personnel with appropriate badges for access to the facilities. The Contractor's employees shall be responsible for registering, using special badge readers (where present), both entrances and exits, in order to allow proper tracking in case of an emergency.

### **3.6 Personnel changes**

The Contractor shall notify the Principal in advance of any changes that may occur with regard to its employees or those of any subcontracted firms.

### **3.7 Employees' wages and salaries**

The Contractor undertakes to apply to its employees normative and wage conditions that are not inferior to those resulting from the National Collective Labor Agreements in force during the period of time and at the locations where the work is being carried out, as well as to duly fulfill insurance, welfare and any other obligations, in accordance with the laws, regulations and rules in force.

In particular, the Contractor shall be required to comply, where applicable, with the regulations set forth in Legislative Decree no. 276 of September 10, 2003, as well as all regulations regarding various forms of insurance (accidents, social security, etc.) family allowances, other allowances, etc..

Moreover, the Contractor undertakes to comply with all legal regulations and the requirements of the Social Security Institutions in charge of accident prevention, the Labor Inspectorate and the relevant Public Bodies or authorized third-party entities.



### **3.8 Right to inspect**

The Principal, upon simple request, including verbal requests, may proceed at any time, including at the Contractor's premises, to inspect documents from which the Contractor's compliance with its obligations under these specifications may be proven.

## **4 PERSONNEL'S CONDUCT**

### **4.1 Enforcing compliance with standards**

The Contractor shall engage in all behaviors towards its employees that are due under the regulations set forth for the protection of occupational safety and hygiene and aimed at the prevention of risks.

In particular, it shall require its personnel to comply with safety regulations and its Persons in charge to verify and demand such compliance.

### **4.2 Compliance with regulations**

The Contractor shall abide by and ensure that its personnel or any of its Subcontractors, if provided in the manner set forth in Section 12.2 below, also abide by all internal rules and regulations in force within the Principal's Production Unit, the instructions and operating guidelines provided by the Principal, and all procedures, with particular reference to those relating to emergencies (e.g., fire-fighting, evacuation, etc.), prompt evacuation of workers and safety in the workplace.

The Contractor's employees shall not leave their assigned work station or area without a justified reason.

### **4.3 Use of personal protective equipment**

The Contractor shall equip its personnel, in addition to the PPE (Personal Protective Equipment) required for the execution of the work under the contract, with any PPE \such as may be indicated by the Principal, in relation to plant-specific risk conditions.

This additional requirement will, where appropriate, be noted in the inspection report and/or DUVRI or in the specific work permit.

The Principal reserves the right to demand the removal of any of the Contractor's employees who breach their safety-related duties or fail to comply with rules, procedures and regulations. As a result of repeated violations of the above provisions by a Contractor's worker, the Principal shall be entitled to prohibit the Contractor's worker from entering the area under the contract and, in any case, also the production site owned by the Principal.



## **5 MACHINERY AND EQUIPMENT**

### **5.1 Prohibition to transfer machinery and equipment**

All machinery, equipment and tools necessary for the execution of the Works under the contract shall be provided by the Contractor.

The Contractor shall be required to draw up a list of the equipment, machinery, tools, etc. that it intends to use during the work and hand it over to the Principal's Contract Manager/Person in Charge upon entering the Production Unit.

The Contractor's employees are prohibited from using the Principal's equipment. Moreover, please note that the Principal's employees are prohibited from transferring, in any capacity, machines, plant, tools, instruments and provisional works to the Contractor or its employees.

### **5.2 Exceptions**

By way of exception, in cases where the provisions of the preceding paragraph are not feasible in practice, any handover may take place only upon the express and justified request of the Contractor and the express authorization of the Principal.

In this case, upon taking delivery of the transferred machines, equipment or anything else, the Contractor must check (together with the Principal's Contract Manager/ Person in charge) that they are in perfect condition and safe and assume, from that moment, all responsibility related to their use.

The handover shall be certified by a special report to be signed by the Principal's Contract Manager/ Person in Charge and the Contractor's Person in charge.

In the case of handing over to the Contractor of equipment and vehicles ascribable to the Principal, Art. 17-bis of Legislative Decree 241/1997 (as introduced by Decree Law 124/2019 converted into Law 157/2019) shall apply, if the other conditions set forth therein are also met and, in particular, the economic limit is exceeded. The relevant documentation is required under Section 3.

### **5.3 Conditions of machinery**

The site machinery, equipment and vehicles that the Contractor intends to use in the execution of the work under the contract shall comply with current legal requirements and be in the necessary conditions of efficiency for safety purposes.

### **5.4 Certifications and verifications**

Equipment subject to testing or periodic inspection by authorized public agencies or third-party entities ((extendable and suspended bridges, aerial ladders, hoists, cranes, etc.) shall be in compliance with such inspections.



### **5.5 Safekeeping and identifiability of the equipment**

The site machinery, equipment and vehicles necessary for the execution of the Works under the contract shall be safeguarded at the Contractor's care and expense.

### **5.6 Data pertaining to motor vehicles**

The use of any motor vehicle owned by the Contractor or any of its subcontractors or suppliers at the Principal's Production Unit must be authorized in advance.

To this end, the Contractor must inform the Principal, prior to the start of work (or, in any case, as soon as possible) of the type, license plate, data pertaining to the people assigned to drive vehicles that it intends to bring inside the Principal's Production Unit.

Entrance to the Production Unit will be allowed only to vehicles for which the above information has been produced.

## **6 EMERGENCY MANAGEMENT**

A state of emergency occurs whenever any major abnormal event takes place inside and/or outside the Principal's work area that could be a source of danger to people, property or the surrounding environment.

The Principal has drawn up specific emergency plans (evacuation, first aid, fire-fighting), handed over to the Contractor as an annex to the DUVRI or PSC (Coordination and Safety Plan) or DSSC (Coordinated Safety and Health Document)/site inspection report as part of the work carried out at the quarry.

The Contractor's emergency plans, where drawn up, must be coordinated with the one prepared by the Principal.

The Contractor undertakes to arrange the organization and equipment needed to deal with emergencies related to its activities by giving evidence of them to the Principal, if requested, through the sending of the emergency procedure drawn up.

The Contractor undertakes to indicate the names of emergency workers, trained in firefighting and first aid, available on site for the duration of the Contract.

The Contractor and contracting firms in general are required to inform and train all operating personnel on the rules and behaviors to be followed in the event of an emergency (outlined in the DUVRI or PSC or DSSC/site inspection report).

## **7 VIABILITY**

There is an obligation to comply with the speed limits specified in the DUVRI/PSC/DSSC or by the vertical/horizontal signs in the Principal's areas.

In case it is necessary to interrupt the regular roadway/access, it is mandatory to get permission from the Principal.



The Contractor is required to properly enclose and mark obstacles or fences so that they are visible even at nighttime.

## **8 ENVIRONMENTAL PROTECTION**

### **8.1 Limiting pollution**

The Contractor shall undertake all necessary measures to ensure compliance with the provisions of Legislative Decree 152/06, as amended and supplemented, as well as with Environmental Permits and other environmental regulations, including any regional or local regulations.

In particular:

- Any emission points must be authorized in advance;
- The Contractor shall adopt measures to contain any air pollution produced by the work activities within the limits prescribed by the regulations in force.
- Diffuse emissions shall be avoided/reduced;
- Any water effluents shall be authorized in advance;
- The release of unauthorized water effluents into the water supply of the Production Unit is prohibited;
- Appropriate measures shall also be taken to contain the noise level within the limits prescribed by current national and local regulations; and
- Waste produced at the worksite, and during the execution of the contracted Works, shall be managed in compliance with the provisions of Legislative Decree 152/06 as amended and internal procedures. Responsibility for the management of waste materials and/or debris resulting from the execution of the contracted activities will be established on a case-by-case basis during the contract definition phase. At that stage, the figure of the "waste producer" will be identified, which may be either the Principal or the Contractor, depending on the specific context of execution of the Work and with the aim of ensuring the best possible supervision of the applicable current regulations. If the "waste producer" is identified in the Principal, the Contractor shall place the waste in appropriate containers/areas that will be communicated prior to the start of the Work. If the "waste producer" is identified in the Contractor, the waste produced at the worksite, and during the execution of the Works must be managed by the Contractor in compliance with the provisions of Legislative Decree 152/06 as amended and supplemented, in a suitable temporary deposit, and then taken to authorized recycling and/or disposal facilities, ensuring the proper keeping of a Loading and Unloading Register, as well as the Waste Identification Form (Formulario di Identificazione Rifiuti or FIR) for waste transport.

Where the "waste producer" is not specifically identified, it is automatically understood to be the Principal.

In addition to the above, the Contractor shall comply with the requirements set forth below.



## **8.2 Transport of materials**

Vehicles leaving the work area and entering public or private roads shall be cleaned of mud and dirt. Vehicles arriving or leaving the work area with loads of material shall be loaded in such a way as to prevent the materials from falling onto the roads. Material accidentally dropped on public or private areas shall be removed immediately by the Contractor.

## **8.3 Noise control**

The Contractor shall take every measure to minimize noise caused by its work activities. The Contracting Firm is required to operate while avoiding the emission of annoying noise into both the indoor and outdoor environment.

Noise produced by the Contractor's activities shall be kept below the sound levels allowed by current legislation.

## **8.4 Soil and subsoil contamination**

The Contracting firms shall give priority to the use of the least hazardous substances and preparations possible and operate so as to limit as much as possible their storage within the Principal's area.

The use of substances and preparations owned by the Contractor without the latter's prior authorization is prohibited.

Handling, use and storage of substances must be carried out in accordance with the applicable legal regulations and the provisions of the MSDS.

Containers used to transport hazardous substances must be equipped with:

- - suitable closures designed to prevent spillage;
- - accessories and/or devices that make filling and emptying operations safe and easy;
- - handles, rings or handgrips that make them safe and easy to use;
- - protective enclosures appropriate to the type of contents.

Containers, both full and empty, must be stored in the designated areas, kept separate from each other, not reused to hold different substances, and labeled in accordance with the law.

It is prohibited to place drums, cans or other chemical containers directly on the ground: properly sized containment tanks or other suitable devices must be used.

Should there be a risk of spillage of products during the course of its work activities, the Contractor must take measures to prevent pollution and/or uncontrolled spills on the ground.

Any spillage must be immediately reported to the Principal in order to arrange for measures aimed at preventing/reducing possible forms of contamination and make any and all necessary notifications to the competent Authorities within the terms of the law.

## **8.5 Principal's power to inspect**

The Principal reserves all suitable checks on the Contractor's compliance with environmental protection and protection regulations, and the Contractor shall be required to cooperate with any



request, inspection or presentation of documents that it may receive during the execution of the contractual activities.

If during the execution of the contractual activities, the Principal accuses the Contractor of breaches and/or non-conformities of any kind, with particular reference to those relating to environmental protection and safeguard, including waste management, the Contractor shall take immediate and appropriate corrective measures, promptly notifying the Principal in writing.

In any event, the latter shall be entitled to:

- terminate the contract in the event of serious non-fulfillment, at its unquestionable judgment;

or

- request the adoption of different and/or additional measures that the Contractor shall be required to implement, within the time limits established by the Principal, under penalty of termination of the contract.

In cases of specific environmental breaches which, in the Principal's unquestionable judgment, are of such gravity as to jeopardize the possibility of continuing the contract, the latter may be terminated immediately pursuant to art. 1456 of the Civil Code.

The following shall be construed as serious non-fulfillments:

- violations of contractual obligations that represent at the same time a breach of specific legal regulations (for example but not limited to those that may result in the Principal being subject to incidental administrative sanctions of a disqualifying nature and protective measures of a substantive nature);
- violations of contractual obligations that are likely to expose the Principal to the risk of lawsuits for damage compensation brought by third parties.

## **9 CONTRACTOR'S REPRESENTATIVES**

### **9.1 Person in charge of the worksite**

The Contractor shall be responsible for the Management, technical assistance, supervision and checking of the work under the contract.

A Person in Charge, having the necessary technical skills and training required by regulations, must be appointed to manage the worksite.

The Contractor shall confer on the Person in charge all the necessary powers and authority so as to enable them to usefully represent the Contractor vis-à-vis the Principal, to whom, and only to the Contractor, they shall communicate any provisions, including verbal ones, however pertinent to the performance of the relationship arising from the contract.



## **9.2 Obligation to be present**

The Person in Charge (or their substitute) shall be required to be present at all times at the sites where the contracted work is being carried out.

The name of the Person in Charge (as well as the name(s) of their substitute(s), if any) must be communicated to the Principal before the start of the work activities.

The Principal shall be entitled to request the removal and/or replacement of the Person in Charge (and of any substitutes) by means of a justified written notice sent to the Contractor.

## **10 PRINCIPAL'S REPRESENTATIVES**

### **10.1 The Principal's representative**

For contract management purposes, the Principal shall arrange for identifying and communicating to the Contracting Firm, through the DUVRI, the name of the Contract Manager as well as the Persons in Charge appointed to follow the contracted work as well as, in case of application of Title IV of Legislative Decree 81/08, the professional figures indicated therein.

The names of the aforementioned persons shall be officially communicated to the Contractor before the start of the work.

### **10.2 Functions**

On the subject of safety, occupational hygiene and environmental protection, the Principal's Contract Manager/Person in charge or, in the case of application of Title IV of Legislative Decree 81/08, the coordinator for execution of the work shall have supervisory functions as to the Contractor's strict compliance with the provisions contained in this document.

They shall be required to report immediately to their immediate superior (who can also be a Person in charge or to the Head of the Production Unit) or, in the case of application of Title IV of Legislative Decree 81/08, to the Principal or to the Works Manager, where appointed, on any situations of non-compliance noticed.

In case of serious and imminent danger they may, at their own initiative, stop the work activities.

The Head of the Production Unit (Director) or, in case of application of Title IV of Legislative Decree 81/08, the Principal/ Works Manager, upon repeated reports of non-compliance and/or in case of serious and imminent danger, may put the work activities on hold.

### **10.3 Duties**

The Principal's Contract Manager/Person in Charge and/or the work coordinator:

- shall liaise with the Contractor's Person in Charge, of whom they shall be the only contact person concerning safety issues,





- shall promote and handle the coordination (including, if necessary, through the drafting of a work plan) of safety with the cooperation of the Contractor's Person in Charge in all cases where the need arises to carry out jobs at the same time,
- shall handle the organization and execution of joint accesses with the Contractor's Person in the phase before the start of the work,

## **11 SPECIAL SITUATIONS**

### **11.1 Particularly hazardous or complex work activities**

In cases of jobs involving specific risk situations or particularly complex organization and at the Principal's express request, the Contractor shall submit, prior to the start of the related jobs, a detailed organizational plan covering:

- the plan for carrying out the various steps in which the work may be organized,
- the identification of employees and their expected attendance at the various execution steps of the Works,
- the supply of materials that may be necessary and their storage,
- the list of the main machinery, equipment, etc. to be employed,
- the list of jobs for which sub-contracting is to be requested.

The identification of the work activities subjected to the aforementioned system shall be highlighted during the preliminary on-site inspection.

### **11.2 Relationship between the companies**

The Contractor's workers shall not liaise in any way with the Principal's employees. All requests related to the work to be carried out or any other problems that may arise shall be forwarded by the Contractor's Person in charge to the Principal's Contract Manager.

### **11.3 Succession or contiguity of work activities**

If the contracted work is to be carried out by more than one Contractor in the same area, at the same time or at subsequent times, the Contractor(s) and the Principal undertake to verify that all workplaces are in perfectly safe conditions during the execution of the work and to hand over the work areas in suitable conditions to any succeeding Contracting Firms.

### **11.4 Cases of interference between the work activities**

In the event of interference between jobs carried out by the Contractor and those carried out by third parties or by the Principal in the same or adjacent areas, the Principal's Contract Manager/Person in charge and that of the Contractor shall coordinate protective measures through the drafting of a Coordination Report, the purpose of which will be to eliminate risks due to interference between the jobs carried out by the various Contracting Firms involved in the execution of the work.



### **11.5 Unforeseen work activities**

In connection with the existing organization at the Principal's Production Unit, the Contractor, if work not specifically provided for or foreseeable in the contractual phase needs to be carried out, shall make all necessary arrangements with the Principal's Contract Manager/ Person in charge, before carrying out any work in any department, area or facility.

Compliance with this procedure is necessary both to highlight any hazards that may exist and to prevent the execution of the work from interfering with or affecting the Principal's regular operations.

### **11.6 Fire-fighting measures**

In the production departments, warehouses, offices, and any other area where there is a specific prohibition, it is absolutely forbidden to use open-flame equipment and/or start fires.

In the event of proven necessity, the use of open-flame equipment may be allowed with specific and express written authorization from the Principal's Contract Manager/Person in charge, who shall adopt all the necessary precautions and measures.

### **11.7 Accidents and incidents**

In the event of an accident or incident or if the Contractor ascertains the existence of a dangerous situation, the Contractor, in addition to immediately implementing any provisions of the regulations governing the matter, shall immediately inform the Principal's Contract Manager/ Person in charge, as well as the Protection and Prevention Service Manager (RSPP) of the Production Unit, so that the causes that led to these dangerous events can be verified.

The Principal reserves the right to verify the causes that resulted in the incident.

The Contractor shall also immediately notify the Principal of any hazardous situations or conduct likely to cause an incident identified during the activity and shall, in addition, report on events which, by pure chance, did not cause injury to persons, or damage to equipment or the environment.

The Contractor is required to comply with all the provisions of the procedure drawn up by the Principal.

## **12 SUBCONTRACTING**

### **12.1 Prohibition on subcontracting**

The Contractor is prohibited from transferring or subcontracting in whole or in part, the work under the contract. The prohibition on subcontracting also refers to any type of provision of manpower.



## **12.2 Exceptions**

As an exception to the preceding paragraph, the Principal may authorize subcontracts for specialized jobs, subject to the Contractor's indication of both the nature of the Works to be subcontracted and the name of the Subcontractor.

The Principal's authorization, which must be granted in writing, shall not result in any change in the Contractor's contractual obligations, which shall remain vis-a-vis the Principal the only responsible party even for the subcontracted jobs.

Should the Principal or the person appointed by the latter contest non-compliance of any kind, including those related to safety in the workplace, by the Subcontractor during the execution of the jobs, the Contractor shall immediately implement measures aimed at remedying such non-compliance.

In serious cases, if required, the Contractor shall proceed to terminate the relative subcontract. Subcontracting is always prohibited in those cases where the jobs are carried out in confined areas.

## **12.3 Characteristics of the subcontracting contract**

All subcontracting contracts shall include the Subcontractor's assumption of all obligations, general and safety-related, set forth herein to be borne by the Contractor.

## **13 SANCTIONS**

### **13.1 Designated sanctions**

Any breach of the provisions contained in these specifications shall result in the application of sanctioning measures against the Contracting Firms.

The type and entity of the sanctions envisaged shall be applied taking into account:

- - of the willfulness or degree of negligence, recklessness, or inexperience shown;
- - of the worker's overall behavior with particular regard to the existence or absence of previous disciplinary sanctions; and;
- particular relevant circumstances that accompany the violation.

Based on the above, the Principal shall be entitled to inflict on the Contractor one of the following sanctions:

- contestation
- written reprimand
- removal of personnel
- removal and/or replacement of the Person in charge



- suspension of the works
- deletion of the Contracting Firm from the Supplier List
- termination of the contract

Once the violation has been verified, the Principal will report it in writing to the Contractor for the application of the relevant sanctions.

This is without prejudice to any initiative aimed at reporting criminal and other types of offenses to the competent public bodies, both criminal and other types of offenses.

In the event of violations, the extent of which is such as to expose to serious danger and/or cause damage to persons, installations and the environment, both inside and outside the worksite, the Customer shall have the right to terminate the contractual relationship without indemnity or compensation and without prior notice.

Furthermore, this is without prejudice to any claim for damages brought against the Contractor.

All recidivist behaviors shall be sanctioned by applying sanction types at a higher level than the level previously applied, up to and including the termination of the contract if the repeated violations can be traced to the Contracting Firm's organization.