

Všeobecné přepravní podmínky (dále jen VPP).

společnosti SILVA CZ, s. r.o. IČ 26968649, se sídlem v Jihlavě, 2361/6, zapsané u OR KS v Brně oddíl C, č.vl. 48670, (dále jen Odesílatel)

Platné od 01.11.2017

VPP tvoří obsah části přepravní smlouvy uzavřené výhradně dle Úmluvy CMR (Vyhláška č. 11/1975 Sb.), jak to umožňuje čl. 41 této Úmluvy.

Přepravní smlouva vzniká na webová platformě Transporeon a je poskytovaná třetí osobou, jako služba poskytovaná elektronickými prostředky, dle zákona č. 480/2004 Sb.

Jednotlivé zásilky určené k přepravě tvoří zpravidla aglomerované dřevotřískové desky na bázi dřeva, viz <http://cz.kronospan-express.com/cswww>.

Přepravní smlouva produkt Ticap® vzniká výběrem nabídky jednotlivých doprav zásilek.

Pokud dopravce nebo další zasílatel (dále jen Dopravce) nabízí Odesílateli dopravu zásilky (produkt Ticap®) souhlasí s tím, že následující VPP jsou součástí práv a povinností obsaženými v přepravní smlouvě. Každá přepravní smlouva uzavřená s Odesílatel se řídí výhradně VPP vyhlášovatele a Úmluvou CMR i když se tato skutečnost ve smlouvě nebo v rámci jejího uzavření neuvádí.

Ustanovení zákona č. 89/2012 Sb. se použijí výhradně jen na způsob uzavření přepravní smlouvy její změnu a ukončení.

I. Realizace přepravy

- Požadavek na dopravu zásilky může být označen, jako „objednávka“, nejedná se však o objednávku ve smyslu návrhu Odesílatel na uzavření přepravní smlouvy, ale o příkaz k vykonání dohodnuté dopravy (dále jen Příkaz, případně dopravní příkaz).
- Odesílatel je oprávněn zrušit Příkaz k dopravě zásilky 12 hodin před termín nakládky. V uvedeném případě Odesílateli nevzniká žádný dluh vůči Dopravci (marné přistavení vozidla, újma apod.). Pro pozdější zrušení Příkazu (méně než 12 hodin do termínu nakládky) sjednaly smluvní strany odstupné, a to ve formě nepeněžitého plnění (náhradní doprava minimálně v hodnotě 80% dopravného dle zrušeného Příkazu) nebo finanční plnění v paušální výši 100,- EUR/Příkaz.
- Termín (check-in) pro ohlášení přistavení vozidla k nakládce u Odesílatel končí 10 minut před rezervovaným termínem nakládky. Rezervovaný termín nakládky ve tvaru RRRR-MM-DD; HH:MM je uveden ve spodní části Příkazu. Dopravce je povinen do termínu (check-in) informovat Odesílatel, které vozidlo provede dopravu zásilky dle Příkazu a kdo bude, v případě že faktický dopravce a Dopravce jsou odlišné osoby, faktický dopravce zásilky. Uvedené informace je nutné sdělit Odesílateli prostřednictvím Transporeon.
- Při předpokládaném překročení termínu (check-in), z jakéhokoliv důvodu, je Dopravce povinen před termínem (check-in) informovat Odesílatel o překročení Ochranné lhůty a sdělit mu, mailem na adresu logistika@kronospan.cz, nový možný termín (check-in).
- Odesílatel je povinen vozidlo naložit do 24 hodin od termínu (check-in). Nakládání vozidel se provádí, od neděle 22.00 hod do pátku 22.00 hod. Pokud by kamion byl zaviněním odesílatel nebo z jiných důvodů, za něž odesílatel odpovídá, naložen následující den později než v 08:00 hodin, uhradí odesílatel od tohoto okamžiku za každou započatou hodinu smluvní pokutu ve výši 35,- Eur, maximálně však 250,- Eur za kalendářní den. Uvedená lhůta 24 hodin, dále jen Lhůta platí i pro vykládku, pokud zásilka dojde na místo dodání v pracovní den před 17.00 hod. Pokud zásilka dojde na místo dodání po 17.00 hod, Lhůta začíná plynout až od 08.00 hod bezprostředně následujícího pracovního dne. Za každý pracovní den, který u vykládky překročí předmětnou Lhůtu, zaplatí Odesílatel Dopravci paušalizovanou náhradu škody ve výši 100,-EUR za každý pracovní den, maximálně však 290 EUR za každý den. Změna termínu nakládky z důvodu nedodržení termínu (check-in), neohlášení čísla nakládky nebo pozdního přistavení vozidla k nakládce a **změna termínu vykládky z důvodu neplnění povinnosti Dopravce kontrolovat termín dodání, dle ustanovení I.8 těchto VPP nebo neplnění povinnosti specifikované v Příkazu při překročení dodací lhůty dle ustanovení I.10 VPP**, představuje vždy překročení lhůty 24 hodin z důvodu na straně Dopravce.
- Ohlášení přistavení vozidla k nakládce u Odesílatel musí proběhnout s číslem nakládky.** Dopravci, který se ohlásí bez čísla nakládky, nebude přeprava poskytnuta. Právo Dopravce na naložení dle rezervovaného termínu nakládky, nebo v Ochranné lhůtě zaniká. Vzniklé náklady na přistavení vozidla jdou v uvedeném případě výhradně k tíži Dopravce.
- V případě pozdního naložení vozidla z důvodu na straně Dopravce nebo Odesílatel je Dopravce povinen zkontrolovat termín dodání zásilky, který je ve tvaru RRRR-MM-DD; HH:MM rovněž uveden ve spodní části Příkazu a upozornit na nutnost odpovídající změny termínu dodání zásilky. Požadovaná změna termínu dodání zásilky by se měla zobrazit ve změně Příkazu (Transporeon) nebo v nákladním listě CMR. V případě, že Dopravce neupozorní Odesílatel na nutnost změny termínu dodání zásilky, má se za to, že bez ohledu na změnu termínu nakládky nedojde k překročení termínu dodací lhůty. Tímto nejsou dotčeny důvody znemožňující dodržení dodací lhůty vzniklé v průběhu dopravy zásilky (po jejím naložení).
- Dopravce je povinen požadovat vydání přepravního dokladu (nákladní list CMR) nebo dodacího listu nejpozději po naložení zásilky za účelem kontroly a převzetí zásilky, zjištění obsahu přepravní smlouvy dle nabídky Dopravce, případně zjištění změny přepravní smlouvy dle ustanovení I.7 těchto VPP. V případě vystavení nákladního listu CMR Dopravcem (a) nebo faktickým dopravcem se nepřihlíží k údajům, které jsou v rozporu s údaji uvedenými v Příkazu.
- Důvody znemožňující dodržení dodací lhůty v průběhu dopravy zásilky je Dopravce povinen oznámit Odesílateli a příjemci zásilky. **Příjemci zásilky dopravce oznamuje překročení dodací lhůty (i možné hrozby), pokud je tato povinnost specifikována v Příkazu,**

za účelem vyhnout se nadměrnému čekání na nový termín dodání zásilky, který může dosahovat až 5 pracovních dnů. Vždy však platí, že oznámení musí být učiněno písemně (elektronickými prostředky komunikace) a minimálně 10 minut před termín dodání zásilky. Informovat je možné Kontaktní osoby Odesílatele uvedené v Příkazu, nebo kteroukoliv z následujících osob: Martin Matoušek +420 567 124 264 mail: matousek@kronospan.cz; Jana Krejčová, +420 567 124 220, Michal Kučera, +420 567 124 318, Lenka Olišarová, +420 567 124 269, mail: olisarova@kronospan.cz (dále jen Kontaktní osoby).

Při oznámení překročení dodací lhůty příjemci zásilky je nutné sdělit informaci písemně (prostředky elektronické komunikace) způsobem a v rozsahu uvedeném v Příkazu.

V případě více vykládek dopravovaných zásilek se závazek Dopravce oznámit Příjemci překročení dodací lhůty dle Příkazu, vztahuje na všechny příjemce dopravovaných zásilek, i když to Příkaz výslovně neuvádí. Splnění závazku řádného a včasného provedení více vykládek se posuzuje dle podmínek řádného a včasného dodání zásilky.

Kontaktní osoby je nutné informovat i v případě, že plnění přepravní smlouvy dle Příkazu, případně dle podmínek nákladního listu CMR, je z jakéhokoliv důvodu ohroženo nebo se stane nemožným ještě před dojitím zásilky nebo i poté, co zásilka došla na místo dodání.

Kontaktní osoby je dopravce povinen informovat i při marném úsilí o uvedení všeobecných údajů o povaze a ztrátě nebo poškození zásilky do nákladního listu CMR dle ustanovení I.10 těchto VPP nebo o nemožnosti pořídit fotodokumentaci o rozsahu poškození zásilky, zpravidla při vykládce. Informační povinnost se vztahuje i na odmítnutí celé zásilky, u které Dopravce není povinen usilovat o zápis do nákladního listu CMR u příjemce zásilky dle Příkazu, ale u příjemce, který odpovídá pokynu Dopravce dle ustanovení I.11 těchto VPP.

10. Ve smyslu osvědčení, že ztráta nebo poškození zásilky, dle článku 17 odst. 4 Úmluvy CMR mohla vzniknout z jednoho nebo z několika zvláštních nebezpečí je Dopravce povinen zajistit u převzetí zásilky odpovídající fotodokumentaci a usilovat o zápis o stavu zásilky do nákladního listu CMR s uvedením všeobecných údajů o povaze a ztrátě nebo poškození zásilky. Dopravce se zavazuje bez ohledu na skutečnost, zdali za vzniklou škodu odpovídá, splnit všechny povinnosti pojistníka (případě pojištěného) ze své pojistné smlouvy odpovědnosti dopravce pro zajištění dokumentace k likvidaci pojistné události.
11. Při odmítnutí převzetí zásilky příjemcem, z důvodu poškození zásilky nebo její části, překročení dodací lhůty, pokud není dohodnuto jinak, uděluje Odesílatel Dopravci pokyn, dodat zásilku zpět Odesílateli.

II. Podmínky úhrady přepravného

1. Cena dopravy zásilky (dále jen Přepravné) bude hrazena na základě souhrnného daňového dokladu vystaveného, dle ustanovení § 26 až § 31b zákona 235/2004 Sb., ze strany Odesílatele formou „selfbillingu“. Dopravce tímto zplnomocňuje Odesílatele k vystavení daňového dokladu (hromadného daňového dokladu) ve smyslu ustanovení § 28 odst. 5 zákona 235/2004 Sb. Souhrnné daňové doklady budou číslovány vzestupně samostatnou nepřerušovanou číselnou řadou. Dopravce prohlašuje, že přijíme všechny takto vystavené daňové doklady Odesílatele.
2. Dopravce a Odesílatel souhlasí s elektronickým zasíláním faktur-daňových dokladů. **E-mail pro zasílání daňových dokladů je uctarna@kronospan.cz.** Odesílatel se zavazuje sdělit e-mail pro zasílání daňových dokladů, případně kontaktní osobu, nejpozději do rezervace termínu první nákladky.
3. Samostatné plnění (doprava) se považuje za uskutečněné dnem poskytnutí služby. Poskytnutím služby se rozumí doručení přepravních dokladů tj. originálů potvrzeného nákladního listu CMR, dodacího listu s razítkem, datem a podpisem příjemce, v případě vývozu (dovozu) i rozhodnutí o propuštění zboží do celního režimu (tiskopis JSD). Za uskutečněnou lze považovat i přepravu, pro kterou bylo poskytnutí služby prokázáno kopií výše uvedených dokladů, doručených Kontaktní osobě Odesílatele. To neplatí v případě zhoršené čitelnosti kopie dokumentů, nebo zjištěných nejasností, v tomto případě se za den poskytnutí služby považuje den předložení originálu uvedených dokladů.
4. Na uskutečněná samostatná plnění od 1. do 15. dne kalendářního měsíce a od 16. do posledního dne kalendářního měsíce budou vystaveny samostatné souhrnné daňové doklady. Zdanitelné plnění se dle § 21 odst. 4 zákona č. 235/2004 Sb. považuje za uskutečněné dnem vystavení souhrnného daňového dokladu.
5. Souhrnný daňový doklad vystavený na samostatná plnění od 1. do 15. dne kalendářního měsíce bude uhrazen 15. dne následujícího kalendářního měsíce. Souhrnný daňový doklad vystavený na samostatná plnění od 16. do posledního dne kalendářního měsíce bude uhrazen poslední den následujícího kalendářního měsíce. Zaplacením se rozumí odepsání finančních prostředků na zaplacení přepravného z účtu objednatele.
6. Odesílatel je oprávněn odmítnout úhradu jakékoliv nároků na úhradu přepravného do předání originálů dokladů o poskytnutí služby, uvedených zejména v ustanovení II.2 těchto VPP.
7. Přepravné v jiné měně je stanoveno podle devizového kurzu CZK/EUR, a to ke dni poskytnutí služby. Změna tohoto kurzu (CZK vůči EUR), v období od platnosti ceny přepravného do její úhrady, o víc než 4 % opravňuje Odesílatele k odpovídající změně výše přepravného.
8. Započíst lze jakékoliv vzájemné pohledávky smluvních stran. Právo na náhradu škody a zaplacení smluvní pokuty se uplatňuje formou faktury. Právo na zaplacení smluvní pokuty může být uplatněno, pokud to přepravní smlouva připouští, i písemným sdělením odesílatele o porušení závazku. Započtení se, bez ohledu na údaje uvedené ve faktuře, uskutečňuje, bez dalšího právního jednání, v den doručení faktury Dopravci. Tímto není dotčeno právo Dopravce prokazovat neplatnost zápočtu z důvodu neexistence pohledávky Odesílatele.
9. Pohledávky, vzniklé z přepravní smlouvy je možné bez omezení postoupit.

III. Ostatní práva a povinnosti

1. Dopravce se zavazuje dodržovat podmínky vjezdu do areálu Odesílatele uvedené v Bezpečnostních pokynech a všeobecných pravidlech v areálu Odesílatele, na informačních tabulích, dopravním značení apod. Za účelem zjišťování hmotnosti vozidel vážením Odesílatel udržuje nákladní váhu zabudovanou v příjezdové komunikaci do areálu. Za zajištění možnosti zjistit hmotnost vozidla vážením se dopravce zavazuje hradit Odesílateli 10,-EUR/270,-Kč/vozidlo.
2. V souvislosti s pokynem Odesílatele, dle ustanovení I.11 těchto VPP, bude vydaná zásilka uskladněna u Odesílatele bezplatně v délce 45 dní. Uplynutím této lhůty bude zásilka ekologicky zlikvidována. O likvidaci zásilky bude Odesílatelem vyhotoven interní doklad. Pokud bude zásilka využita po zpracování na obkladový, překladový materiál je hodnota takového materiálu 400 EUR/m³. Za újmu vzniklou Dopravci v souvislosti s jeho nečinností při řešení pojistné události, nebo jiných nároků a to i faktického dopravce Odesílatel neodpovídá.
3. Smluvní strany se dohodly, že i vnitrostátní doprava zásilky se řídí výhradně Úmluvou CMR dle vyhlášky č. 11/1975 Sb.
4. Smluvní strany se zavazují zachovávat, a to i po skončení smluvního vztahu, mlčenlivost o informacích, z oblasti pracovních, organizačních, obchodních vztahů a duševního vlastnictví, o kterých se dozvědí v souvislosti s jejich smluvním vztahem. Jde zejména o informace (rovněž jakékoliv její části), které ve svém zájmu žádá z nich nepublikuje, nezveřejňuje a chrání vůči třetím osobám. Tyto informace jsou předmětem obchodního tajemství smluvních stran ve smyslu ustanovení § 504 zákona č. 89/2012 Sb., občanský zákoník (dále jen „OZ“).
5. Dopravce je oprávněn užívat parkoviště Odesílatele v souladu s parkovacím řádem resp. podmínkami uvedenými na informačních tabulích parkoviště. Vjezd, pohyb a zdržování se Dopravce v areálu Odesílatele mimo nakládku (případně vykládku) není povolen. Za jakoukoliv újmu na majetku Dopravce, faktického dopravce, která vznikne při nepovoleném vjezdu a zdržování se v areálu Odesílatele, Odesílatel v rámci obecné odpovědnosti za vznik újmy neodpovídá (limitace odpovědnosti za vzniklou újmu).
6. Pokud se strany nedohodnou jinak nelze závazek produktu Tiflow® (dle vybrané nabídky ve veřejné soutěži) splnit v produktu Ticap®. Odesílatel je oprávněn, bez náhrady, odmítnout Dopravci přepravu získanou v platformě Ticap® a to i faktickému dopravci.
7. Časový oknem, pokud se výraz „časové okno“ vyskytne ve smluvní dokumentaci k přepravní smlouvě, je myšlen vždy termín nakládky nebo vykládky uvedený v Příkaze nebo nákladním listu CMR.
8. Dopravce prohlašuje, že při poskytování tranzitních a transportních služeb, včetně kabotáže, mimo území státu, ve kterém má registrované sídlo, vyplácí svým zaměstnancům minimální mzdu, dle platné právní úpravy dotčených států, přijaté zejména dle Směrnice evropského parlamentu a rady č. 96/71/ES o vysílání pracovníků v rámci poskytování služeb. (Vyplácení minimální mzdy v Německu a Rakousku upravuje zákon Mindestlohngesetz – MiLoG, <https://www.gesetze-im-internet.de/milog/> a Lohn-und Sozialdumping-BekämpfungsgesetzLSD-BG.<https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=20009555>).
9. Odesílatel a Dopravce se zavazují, že přijmou veškerá potřebná opatření k tomu, aby v souladu nebo na základě smluvního vztahu předcházeli porušování platných právních předpisů, zejména pak nečinili nic, co by omezovalo hospodářskou soutěž a umožňovalo korupci nebo financování nelegálních nebo teroristických aktivit. Smluvní strany se v uvedené souvislosti zavazují prověřovat vztahy a jednání svých zaměstnanců, aby vyloučily porušování soutěžního práva a páchaní trestní činnosti z jejich strany. Smluvní strany se zaměří rovněž na proškolení svých zaměstnanců a kontrolu stanovených povinností, aby v souvislosti s existujícím obchodním vztahem, jeho změnou nebo zánikem si nenabízeli, neposkytovali a nepřijímali, žádná plnění, výhody apod.

IV. Podstatné porušení přepravní smlouvy

1. Podstatným porušením přepravní smlouvy je provádění dopravy zásilky v rozporu s Úmluvou CMR, nabídkou Dopravce a těmito VPP. Dopravce neplní závazky z přepravní smlouvy pokud,
 - a) nemá k dispozici službu Transporeon, poskytovanou elektronickými prostředky,
 - b) opakovaně (tj. 2x) neoznámí Odesílateli do 1 hodiny od zobrazení příkazu v Transporeon připravenost realizovat požadovanou dopravu zásilky dle Příkazu, zpravidla rezervací termínu nakládky, přistaví vozidla v termínu (check-in) bez oznámi čísla nakládky,
 - c) neoznámí kontaktní osobu a e-mail pro zaslání daňových dokladů nejpozději do první rezervaci termínu nakládky,
 - d) nepřistaví vozidla v termínu (check-in) k nakládky, a to ani v Ochranné lhůtě,
 - e) neoznámí Odesílateli do termínu (check-in), které vozidlo (dle registrační značky), nebo který faktický dopravce provede dopravu dle Příkazu,
 - f) neprovede kontrolu změny Příkazu, zejména v části termínu dodání zásilky s ohledem na skutečný termín provedení nakládky a s přihlédnutím k času potřebnému k dopravě zásilky, kterou je možno očekávat od pečlivého dopravce,
 - g) neinformuje Odesílatele, že plnění přepravní smlouvy dle Příkazu, případně dle podmínek nákladního listu CMR, je z jakéhokoliv důvodu ohroženo nebo se stane nemožným ještě před dojetím zásilky nebo i poté, co zásilka došla na místo dodání,
 - h) neplní pokyn Odesílatele dodat mu zásilku zpět,
 - i) originál dokladu o poskytnutí služby dopravy zásilky se neshoduje s jeho doručenou kopií,
 - j) neplatí minimální mzdu zejména dle Směrnice evropského parlamentu a rady č. 96/71/ES o vysílání pracovníků v rámci poskytování služeb,
 - k) opakovaně (tj. 2x) porušuje podmínky vjezdu do areálu Odesílatele (nerespektuje dopravní značením, nezastaví k zjištění hmotnosti vážením a pod).

Odesílatel neplní závazky z přepravní smlouvy pokud,

- l) nemá k dispozici službu Transporeon, poskytovanou elektronickými prostředky,

- m) neposkytuje ani na písemnou výzvu dohodnuté odstupné za zrušený Příkaz, který Odesílatel zrušil v době kratší, než 12 hodin od termínu nakládky,
 - n) neposkytuje ani na písemnou výzvu paušalizovanou náhradu za prodlení s nakládkou nebo vykládkou delší než 24 hodin, pokud prodlení vzniklo z důvodu na straně jiné osoby nežli Dopravce,
 - o) pokud opakovaně (tj. 2x) učiní pokyn k nakládání se zásilkou, který oproti pokynu dodat zásilku zpět Odesílateli bude představovat zvýšené náklady na jeho provedení a Odesílatel bude na uvedeném pokynu trvat i přes písemné upozornění Dopravce učiněné prostředky elektronické komunikace.
 - p) opakovaně (tj. 2x) nezajistí, aby bylo možné v pracovních dnech minimálně v čase od 07.00 hod do 15.00 hod komunikovat s některou z kontaktních osob v českém, německém nebo anglickém jazyce o nemožnosti plnění přepravní smlouvy, jak před dojitím zásilky na místo dodání, tak i po její dojití na místo dodání.
 - q) nevystavuje řádně a včas daňové doklady ve formě „selfbillingu“
2. Při podstatném porušení smlouvy je kterákoliv smluvní strana oprávněna od smlouvy odstoupit. Při odstoupení od části smlouvy (jednotlivého příkazu), dle ustanovení IV.1 písm. b), c), d) těchto VPP, není potřeba činit žádné právní jednání a v případě pochybnosti se má za to, že účinky smlouvy zanikají, v případě porušení závazku dle ustanovení IV.1 písm. b) uplynutím termínu (check-in), v případě porušení závazku dle ustanovení IV.1 písm. c) uplynutím termínu dle rezervace nakládky a v případě porušení závazku dle ustanovení IV.1 písm. d) uplynutím Ochranné lhůty.

V. Sankce za porušení závazku

1. Odesílatel je oprávněn požadovat od Dopravce uhrazení smluvní pokuty, v případě:
- a) odstoupení od dopravy zásilky dle jednotlivých Příkazů, v souladu s ustanovením IV.1 písm. b), c), d) ve výši:
 - 100,-EUR za každé vozidlo s místem vykládky na území České republiky,
 - 500,-EUR za každé vozidlo s místem vykládky mimo území České republiky.Smluvní pokuta slouží zpravidla ke kompenzaci nákladů k zajištění náhradní dopravy, kterou je nutné zajistit v extrémně krátkém čase.
 - b) nesplnění závazku oznamovat překročení dodací lhůty příjemci zásilky dle ustanovení I.11 těchto VPP. Smluvní pokuta je dohodnuta ve výši 100 EUR i opakovaně, za každý jednotlivý případ porušení závazku,
 - c) nesplnění závazku osvědčit, že ztráta nebo poškození zásilky mohla vzniknout z jednoho nebo z několika zvláštních nebezpečí, dle ustanovení I.12 těchto VPP. Smluvní pokuta je dohodnuta ve výši 100 EUR za každý den prodlení, maximálně však 500 EUR,
 - d) nedodržení podmínek vjezdu do areálu Odesílatele dle ustanovení III.1 VPP.
 - e) nedodržení závazku mlčenlivosti dle ustanovení III.4 těchto VPP. Smluvní pokuta je dohodnuta ve výši 10 000,-EUR i opakovaně za každé jednotlivé porušení závazku,
 - f) nedodržení závazku nepovoleného parkování na parkovišti Odesílatele a nepovoleného vjezdu a zdržování se v areálu Odesílatele. Smluvní pokuta za nepovolené parkování je dohodnuta ve výši dle parkovacího řádu nebo informací nacházejících se před vjezdem na parkoviště. Smluvní pokuta za nepovolený vjezd a zdržování se v areálu Odesílatele je dohodnuta ve výši 10,-EUR za každou započatou hodinu.
-

General Transport Conditions (hereinafter referred to as GTC)

of SILVA CZ, s.r.o. ID No. 26968649, with a registered office in Jihlava, 2361/6, registered in the Commercial Register of the Regional Court in Brno, section C, entry 48670, (hereinafter referred to as the Shipper)

Effective from 01/11/2017

The GTC constitute the content of a part of the transportation contract concluded exclusively under the CMR Convention (Decree No. 11/1975 Coll.), as provided for by Article 41 of the Convention.

The transportation contract is established on the Transporeon® web platform and is provided by a third party as a service provided by electronic means pursuant to Act No. 480/2004 Coll.

Individual shipments intended for transportation consist usually of agglomerated wood-based particleboards, see <http://cz.kronospan-express.com/cswwww>.

The best carrier® transportation contract is created by selecting the offer of individual shipment transportation.

If the carrier or another freight forwarder (hereinafter referred to as the Carrier) offers to the Shipper and accepts shipment transportation (within the Transporeon® platform), he agrees that the following GTC form part of the rights and obligations contained in the transportation contract. Any transportation contract concluded with the Shipper shall be governed solely by the organiser's GTC and the CMR Convention, although this fact is not stated in the contract or in the context of its conclusion.

The provisions of Act No. 89/2012 Coll. shall apply solely to the method of conclusion of the transportation contract, its amendment and termination.

I. Transportation implementation

12. The request for the transport of shipment may be marked as an "order", but it is not an order within the meaning of the Shipper's proposal for conclusion of the transportation contract, but an order to perform the agreed transport (hereinafter referred to as the Order or transport order).
13. The Shipper is entitled to cancel the shipment Order 12 hours before the loading term. In this case, the Shipper does not incur any debt toward the Carrier (futile delivery of the vehicle, loss, etc.). For later cancellation of the Order (less than 12 hours before the loading term), the contracting parties have agreed on compensation in the form of non-monetary performance (alternative transport of a minimum value of 80% of the freight according to the cancelled Order) or financial flat-rate payment of EUR 100/Order.
14. The check-in deadline for notification of the delivery of the vehicle for loading at the Shipper's place ends 10 minutes before the reserved loading term.
The reserved loading term in the format YYYY-MM-DD; HH: MM is listed at the bottom of the Order.
The Carrier is obliged to inform the Shipper before the check-in deadline about which vehicle will carry out the shipment according to the Order and who, if the actual carrier and the Carrier are different persons, will be the actual carrier of the shipment. This information must be communicated to the Shipper via Transporeon.
15. If the check-in deadline is expected to be exceeded for whatever reason, the Carrier is obliged to inform the Shipper before the check-in deadline and notify him by e-mail to logistika@kronospan.cz of a new possible check-in deadline.
16. The Shipper is obliged to load the vehicle within 24 hours from the check-in deadline. The loading of vehicles is carried out from Sunday 10.00 PM to Friday 10.00 PM. If the truck is loaded the next day later than 8:00 am due to the shipper's fault or for other reasons for which the shipper is liable, the shipper shall pay from that moment a contractual penalty of EUR 35 for each commenced hour, but not more than EUR 250 per calendar day. The said 24-hour time limit, hereinafter referred to as the "Time Limit", shall also apply to unloading if the shipment arrives at the place of delivery on the working day before the end of the working hours of the consignee. If the shipment arrives at the place of delivery after the end of the working hours of the consignee, the time limit shall start from 06.00 AM on the next working day. For each working day that exceeds the Time Limit for unloading, the Shipper shall pay the Carrier a flat-rate compensation for damage of EUR 100 for each working day, but not more than EUR 290.
Change of the date of loading due to non-compliance with the check-in deadline, failure to report the loading number or late delivery of the vehicle for loading and **change of the term of unloading due to the failure of the Carrier to check the delivery term according to provision I.8 of these GTC or failure to comply with the obligation specified in the Order when exceeding the delivery time limit according to provision I.10 of the GTC**, always constitutes exceeding the time limit of 24 hours for reasons on the Carrier's side.
17. **The notification of the delivery of the vehicle for loading at the Shipper's place must be carried out with the loading number.**
Carriers who report without a loading number will not be granted the transport. The right of the Carrier to loading according to the reserved loading term shall expire. The costs incurred for the delivery of the vehicle are borne in this case solely by the Carrier.
18. In the case of late loading of the vehicle due to reasons on the part of the Carrier or Shipper, the Carrier is obliged to check the term of delivery of the shipment, which is also listed at the bottom of the Order in the format YYYY-MM-DD; HH:MM, and notify of the need to change the term of delivery of the shipment accordingly. The required change in the term of delivery of the shipment should be reflected in a change of the Order (Transporeon) or CMR consignment note. If the Carrier does not notify the Shipper of the need to change the term of delivery of the shipment, it shall be deemed that, regardless of the change of the loading term, the delivery term will not be exceeded. This is without prejudice to reasons preventing the compliance with the delivery term arising during the shipment (after loading).

19. The Carrier is obliged to request the issuance of the transport document (CMR consignment note) or delivery note at the latest after loading the shipment for the purpose of inspection and acceptance of the shipment, ascertaining the contents of the transportation contract according to the Carrier's offer, or ascertaining a change of the transportation contract pursuant to provision I.7 of these GTC. In the case of issuance of the CMR consignment note by the Carrier and/or by the actual carrier, the data that are inconsistent with the information stated in the Order shall not be taken into account.
20. The Carrier is obliged to notify the Shipper and the consignee of the reasons preventing the compliance with the delivery term during the transport. **The Carrier shall notify the consignee of exceeding the delivery term (even possible imminence thereof), if this obligation is specified in the Order, in order to avoid excessive waiting for a new delivery term, which may be up to 5 working days.** However, the notification must always be made in writing (by electronic means of communication) and at least 10 minutes before the delivery term.
- It is necessary to inform the Shipper's contact persons specified in the Order, or any of the following persons: Martin Matoušek +420 567 124 264 email: m.matousek@silvacz.cz; Jana Krejčová, +420 567 124 220, Michal Kučera, +420 567 124 318, Lenka Olišarová, +420 567 124 269, email: l.olisarova@silvacz.cz (hereinafter referred to as Contact Persons).
- When notifying the consignee of the exceeding of the delivery term, the information must be communicated in writing (by electronic means of communication) in the manner and to the extent specified in the Order.**
- In the case of multiple unloading of the transported shipments, the Carrier's obligation to notify the Consignee of exceeding the delivery term according to the Order applies to all consignees of the transported shipments, even if it is not expressly stated in the Order. Compliance with the obligation of proper and timely performance of multiple unloading shall be assessed according to the conditions of proper and timely delivery of the shipment.**
- The Contact Persons must be informed even if the fulfilment of the transportation contract according to the Order or the terms of the CMR consignment note is for any reason endangered or becomes impossible already before the arrival of the shipment or even after the shipment has arrived at the place of delivery.
- The carrier is obliged to inform the Contact Persons even in the case of futile efforts to provide general information on the nature and loss or damage of the shipment in the CMR consignment note according to provision I.10 of these GTC or on the inability to make photo documentation about the extent of damage to the shipment, usually on unloading. The information obligation also applies to the rejection of the whole shipment, for which the Carrier is not obliged to try to make an entry in the CMR consignment note on the premises of the consignee of the shipment according to the Order, but on the premises of the consignee, who corresponds to the Carrier's instruction according to provision I.11 of these GTC.
21. Within the meaning of certification that the loss or damage of the shipment, pursuant to Article 17 (4) of the CMR Convention, may have arisen from one or more specific hazards, the Carrier is obliged to ensure appropriate photo documentation on receipt of the shipment and endeavour to record the status of the shipment in the CMR consignment note stating the general information on the nature and loss or damage of the shipment. The Carrier undertakes, regardless of whether he is responsible for the damage incurred, to fulfil all obligations of the policyholder (or the insured person) from its insurance contract regarding the carrier's responsibility for securing the documentation for the settlement of the insured event.
22. If the consignee refuses to accept the shipment due to damage to the shipment or its part, or exceeding the delivery term, unless otherwise agreed, the Shipper instructs the Carrier to deliver the shipment back to the Shipper.
23. The delivery of the shipment to the consignee is made on the delivery dates (unloading terms) specified in the Transporeon® system or, as appropriate, in the Order. The Shipper has a special interest in the delivery of the shipment (in case of exceeding the delivery term) within the planned time (agreed delivery term or unloading term) within the meaning of Article 26 of the CMR Convention, namely in the flat-rate amount of EUR 2,000 for each performance or, as appropriate, for each Separate Contract. The surcharge for this special interest in the delivery of the shipment at the agreed time is already included in the freight and amounts to 0.1% to 3% of the freight depending on the destination.

II. Conditions for the payment of freight

10. The price of transport of the shipment (hereinafter referred to as the Freight) will be paid on the basis of a summary tax document issued by the Shipper in the form of "self-billing" pursuant to the provisions of Sections 26 to 31b of Act No. 235/2004 Coll. The Carrier hereby authorises the Shipper to issue a tax document (bulk tax document) pursuant to Section 28 (5) of Act No. 235/2004 Coll. The summary tax documents will be numbered in ascending order with a separate continuous numerical series. The Carrier declares that he will accept all tax documents of the Shipper issued in this way.
11. The Carrier and the Shipper agree to the electronic sending of invoices – tax documents. **The e-mail address for sending tax documents is uctarna@kronospan.cz.** The Shipper undertakes to communicate the e-mail for sending tax documents or the contact person at the latest by the date of reservation of the first loading.
12. The performance (transport) itself shall be deemed to have been effected on the date of the provision of service. The provision of service means the delivery of transport documents, i.e. confirmed CMR consignment note, delivery note with stamp, date and signature of the consignee, in case of export (import) also the decision to release the goods to customs procedure (SAD form) to e-mail address pod@silvacz.cz. This shall not apply in the case of impaired legibility of a copy of the documents or ascertained ambiguities, in which case, the date of provision of service shall be deemed to be the date of submission of the original or a legible copy of those documents.
13. Separate summary tax documents will be issued for individual transactions performed from the 1st to the 15th day of the calendar month and from the 16th to the last day of the calendar month. Pursuant to Article 21 (4) of Act No. 235/2004 Coll., taxable transaction is considered to have been effected on the date of issue of the summary tax document.

14. A summary tax document issued for separate transactions from the 1st to the 15th day of the calendar month will be paid on the 15th day of the following calendar month. A summary tax document issued for separate transactions from the 16th to the last day of the calendar month will be paid on the last day of the following calendar month. Payment means debiting the funds for the payment of freight from the ordering party's account.
15. The Shipper shall be entitled to refuse payment of any claims for the payment of freight until the handover of the documents on the provision of service, referred to in particular in provision II.2 of these GTC.
16. The freight in a different currency is set according to the CZK/EUR exchange rate on the date of the provision of service. A change of this rate (CZK to EUR), in the period from the validity of the price of the freight until its payment, by more than 4% entitles the Shipper to a corresponding change in the amount of the freight.
17. Any counterclaims of the contracting parties may be offset. The right to compensation for damage and payment of the contractual penalty is exercised in the form of an invoice. The right to payment of a contractual penalty may also be exercised, if the transportation contract so permits, by the Shipper's written notice of a breach of obligation. The set-off, irrespective of the information stated in the invoice, shall be effected, without further legal action, on the date of delivery of the invoice to the Carrier. This is without prejudice to the right of the Carrier to prove the invalidity of the set-off due to the non-existence of the Shipper's claim.
18. Claims arising from the transportation contract may be assigned without restriction.

III. Other rights and obligations

10. The Carrier undertakes to comply with the conditions of entry to the Shipper's premises specified in the Safety Instructions and General Rules on the Shipper's premises, on information boards, traffic signs, etc. In order to determine the weight of vehicles by weighing, the Shipper shall maintain truck scales built into the access road to the premises. For ensuring the possibility of determining the weight of the vehicle by weighing, the Carrier undertakes to pay the Shipper EUR 10/CZK 270 per vehicle.
11. In connection with the Shipper's instruction pursuant to provisions I.11 of these GTC, the issued shipment will be stored with the Shipper free of charge for 45 days. Upon expiry of this period, the shipment will be ecologically disposed of. An internal document will be drawn up by the Shipper regarding the disposal of the shipment. If the shipment is used after processing as cladding, lintel material the value of such material is EUR 400/m³. The Shipper is not liable for any damage incurred by the Carrier in connection with his failure to act in dealing with an insured event or other claims including those of the actual carrier.
12. The contracting parties have agreed that the domestic transport of consignments is also governed solely by the CMR Convention pursuant to Decree No. 11/1975 Coll.
13. The contracting parties undertake to maintain, even after the termination of the contractual relationship, the confidentiality of information in the field of labour, organisational and business relations and intellectual property of which they become aware in connection with their contractual relationship. This concerns in particular information (including any part thereof) which none of them publishes or discloses in its own interest to third parties and which each of them protects against third parties. This information is subject to the trade secrets of the contracting parties within the meaning of Section 504 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").
14. The Carrier is entitled to use the Shipper's parking area in accordance with the parking rules and/or the conditions indicated on the information boards in the parking area. The Carrier is not allowed to enter, move or stay on the Shipper's premises outside of loading (or unloading). The Shipper is not liable for any damage to the property of the Carrier or the actual carrier, which arises during unauthorised entry and stay in the Shipper's premises (limitation of liability for the damage incurred).
15. Unless otherwise agreed by the parties, the commitment of the best carrier® product (according to the selected bid in the tender) cannot be fulfilled in the no-touch order® product. Time window, if the term "time window" appears in the contractual documentation relating to the transportation contract, is always intended to mean the time of loading or unloading specified in the Order or CMR consignment note.
16. The Carrier declares that in the provision of transit and transport services, including cabotage, outside the territory of the state in which he has its registered office, he pays his employees a minimum wage, according to the applicable legislation of the countries concerned, adopted in particular under Directive 96/71/EC of the European Parliament and of the Council on the posting of workers in the framework of the provision of services. (The payment of the minimum wage in Germany and Austria is regulated by the law Mindestlohngesetz – MiLoG, <https://www.gesetze-im-internet.de/milog/> a Lohn-und Sozialdumping-BekämpfungsgesetzLSD-BG. <https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=20009555>).
17. The Shipper and the Carrier undertake, in accordance with or on the basis of the contractual relationship, to take all necessary measures to prevent any breach of the applicable legislation, in particular not to do anything that restricts competition and allows corruption or the financing of illegal or terrorist activities. In this context, the contracting parties undertake to examine the relations and conduct of their employees in order to rule out violations of the competition law and the commission of criminal activities on their part. The contracting parties will also focus on the training of their employees and the monitoring of the obligations laid down in order for them not to offer to each other, provide or accept any performance, benefits, etc. in connection with the existing business relationship, its change or termination.

IV. Material breach of the transportation contract

3. A material breach of the transportation contract is the performance of transport of the shipment in violation of the CMR Convention, the Carrier's offer and these GTC. The Carrier does not fulfil the obligations under the transportation contract if the Carrier
 - r) does not have at his disposal the Transporeon service provided by electronic means,

- s) repeatedly (i.e. 2x) fails to notify the Shipper within 1 hour of displaying the order in Transporeon of the readiness to carry out the required transport of the shipment according to the Order, usually by reserving the loading term, delivers the vehicle within the check-in deadline without noticing the loading number,
- t) fails to notify of the contact person and e-mail for sending tax documents at the latest by the first reservation of the loading date,
- u) fails to deliver vehicles within the check-in deadline for loading,
- v) fails to notify the Shipper by the check-in deadline of which vehicle (according to the registration number) or which actual carrier will perform the transport according to the Order,
- w) fails to check the change of the Order, especially in the part about the delivery date of the shipment with respect to the actual date of performance of the loading and taking into account the time required to transport the shipment, which can be expected from a diligent carrier,
- x) fails to inform the Shipper that the fulfilment of the transportation contract according to the Order or the terms of the CMR consignment note is for any reason endangered or becomes impossible already before the arrival of the shipment or even after the shipment has arrived at the place of delivery,
- y) fails to comply with the Shipper's instruction to return the shipment back to him,
- z) the original document about the provision of the service of delivery of shipment does not match the delivered copy thereof,
- aa) does not pay the minimum wage in particular pursuant to Directive 96/71/EC of the European Parliament and of the Council on the posting of workers in the framework of the provision of services,
- bb) repeatedly (i.e. 2x) violates the conditions of entry to the Shipper's premises (does not respect traffic signs, does not stop to determine the weight by weighing, etc.).

The Shipper does not fulfil the obligations under the transportation contract if the Shipper

- cc) does not have at his disposal the Transporeon service provided by electronic means,
 - dd) does not provide, even upon written request, the agreed compensation for cancelled Orders, which the Shipper cancelled within less than 12 hours of the time of loading,
 - ee) does not provide, even upon written request, the flat-rate compensation for delays in loading or unloading of more than 24 hours, if the delay arose due to a reason on the part of a person other than the Carrier,
 - ff) repeatedly (i.e. 2x) gives instruction to handle the shipment, which compared to the order to send the shipment back to the Shipper, will incur additional costs of its performance and the Shipper insists on that instruction despite the written notice of the Carrier made by means of electronic communication,
 - gg) repeatedly (i.e. 2x) fails to ensure that on working days at least from 7.00 AM to 3.00 PM, it is possible to communicate with any of the contact persons in Czech, German or English about the impossibility of fulfilling the transportation contract both before the arrival of the shipment at the place of delivery and after the shipment has arrived at the place of delivery,
 - hh) fails to issue properly and timely tax documents in the form of "self-billing".
4. In the event of a material breach of the contract, either contracting party is entitled to withdraw from the contract. When withdrawing from a part of the contract (individual order), according to provision IV.1 (b), (c), (d) of these GTC, there is no need to take any legal action and in case of doubt, the effects of the contract shall be deemed to lapse, in the case of breach of the obligation under provision IV.1 (b) upon expiry of the check-in deadline; in the case of breach of the obligation under provision IV.1 (c) upon expiry of the deadline according to the loading reservation and in the case of breach of the obligation under provision IV.1 (d) upon failure to deliver the vehicle for loading within the check-in deadline.

V. Penalties for breach of obligation

2. The Shipper is entitled to request that the Carrier pays a contractual penalty, in the case of:
- g) withdrawal from the transport of the shipment according to individual Orders, in accordance with provision IV.1 (b), (c), (d) in the amount of:
 - EUR 100 for each vehicle with a place of unloading in the territory of the Czech Republic,
 - EUR 250 for each vehicle with a place of unloading outside the territory of the Czech Republic.The contractual penalty is usually used to compensate for the costs of providing alternative transport, which must be secured in an extremely short time.
 - h) failure to fulfil the obligation to notify the consignee of the shipment of exceeding the delivery term pursuant to provision I.11 of these GTC. The contractual penalty is agreed in the amount of EUR 100 even repeatedly, for each individual case of breach of the obligation,
 - i) failure to fulfil the obligation to certify that the loss or damage to the shipment may have arisen from one or more specific hazards, pursuant to provision I.10 of these GTC. The contractual penalty is agreed in the amount of EUR 100 for each day of delay, but not more than EUR 500,
 - j) non-compliance with the conditions of entry to the premises of the Shipper pursuant to provision III.1 of the GTC.
 - k) non-compliance with the obligation of confidentiality pursuant to provision III.4 of these GTC. The contractual penalty is agreed in the amount of EUR 100 even repeatedly, for each individual breach of the obligation,
 - l) breach of the obligation regarding unauthorised parking in the parking area of the Shipper and unauthorised entry or stay on the premises of the Shipper. The contractual penalty for unauthorised parking is agreed in the amount according to the parking rules or the information located in front of entry to the parking area. The contractual penalty for unauthorised entry and stay in the premises of the Shipper is agreed in the amount of EUR 10 for each commenced hour.

AGREEMENT BP 1

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

Client: Silva CZ , s r.o.
Registered office: Na Hranici 2361/ 6, 586 01 Jihlava
Represented by: Ing. Jiří Kavala, Ing. Vladislav Šarudi
Company ID No.: 26968649
Tax ID No.: CZ26968649
Registration:
Contact persons: Pavel Uher - head of machinery maintenance, phone 602 554 781
Ing. Petr Zemek - head of electrical maintenance, phone 606 766 624
Jiří Klíma - head of occupational and fire safety, phone 606 706 946
Ing. Jan Indra - construction technician, phone 606 680 495

Contractor/service provider
Registered office:
Represented by:
Company ID No.: Tax ID No.:
Registration:
Contact person:
Phone: E-mail:
(hereinafter referred to as the Contractor)

This Agreement is an integral part of the legal relationship established in connection with the performance of the work for the Client and regulates the conditions for the performance of the work, in particular in the scope of occupational health and safety, fire protection and environmental protection (hereinafter also referred to as OHS, FP and EP).

Name of the work/service:

Subject of the Agreement:

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

The rights and obligations of the parties not listed in this Agreement shall be governed by the applicable law. **If the Contractor does not have current or necessary knowledge in the field of occupational health and safety, fire protection and environmental protection, he is obliged to communicate this fact to the Client and to ensure a competent (professionally qualified) person for the fulfilment of the obligations in the field of occupational health and safety, fire protection and environmental protection at his own expense and responsibility.** Otherwise, he is obliged to refrain from performing the work / providing the service (hereinafter referred to as the Performance of Work). The Client does not have to ensure, implement and check the fulfilment of the Contractor's obligations imposed by the law in the field of OHS, FP and EP.

1. The Contractor undertakes, at his own expense and responsibility, to:

a) start the Performance of Work (any work or related activities) only after taking over the construction site / place of installation / workplace* (hereinafter referred to as the Construction Site), i.e. after making an entry in the construction or assembly log (hereinafter referred to as the Log), factual familiarisation with the Construction Site, adequate inspection and supplementation of the documentation for the Performance of Work according to paragraph e) of this provision, and provide training in a prescribed manner to the persons who, with the permission of the Contractor, regardless of the purpose, will be present on the Construction Site.

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

c) take over the Construction Site properly based on a record in the Log. Make the record jointly with the participation of the Client's contact or authorised person.

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

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

The obligations and policies in the field of OHS, FP and EP, relating in general to the place of Performance of Work, which the Client owns or uses, are contained in the internal regulation KRONO - 02/2002 as amended.

d) get acquainted in actual fact with the taken over Construction Site and notify the Client immediately of the facts which prevent him from carrying out the work in terms of OHS, FP and EP. The obligations regarding this part of the Contractor's liability are contained in particular, in the Labour Code No. 262/2006 Coll., the Act No. 309/2006 Coll., on ensuring other conditions of occupational health and safety, Government Regulation No. 591/2006 Coll., on more detailed minimum requirements for occupational health and safety on construction sites, and Government Regulation No. 362/2005 Coll., on more detailed requirements for occupational health and safety in workplaces with a risk of falling from a height or into a depth.

e) carry out

- inspection of the documentation intended for the Performance of Work and the actual condition of the Construction Site. Immediately draw attention in writing to the shortcomings of the documentation, in particular in terms of risks in the field of OHS, FP and EP.
- according to the documentation, the written characteristics (description) of working or technological procedures and establish safe conditions for the Performance of Work. Take into account the factual and temporal relations in the simultaneous or immediately consecutive parts of the Performance of Work. Agree the procedures with the Client, if necessary.
- ensuring the permanent presence of the documentation necessary for the Performance of Work on the Construction Site, the working or technological procedures and other documents relating to the work being performed or changes thereto. The documentation must contain information enabling the persons performing the work to choose the appropriate personal protective equipment, e.g., against falls, including the determination of the anchorage point,
- immediate permanent marking of risk places as evaluated by the Contractor. If the identified or evaluated risk does not allow continuing the Performance of Work, interrupt the Performance of Work and inform the Client's contact or authorised person about the risks.

The Contractor declares that he has understood the information obtained from the Client for the Performance of Work as well as the information relating to the Performance of Work communicated to him by the Client's contact or authorised person; he has no further questions and has assessed the provided information in the context of the performance of his obligations in the field of OHS, FP and EP. The Contractor confirms this declaration by commencing the Performance of Work.

In case of doubt, it is understood that by commencing the Performance of Work, the Contractor has confirmed that he has taken over the Construction Site without any comments. This does not affect the Contractor's obligation to notify the Client of decisive facts in the field of OHS, FP and EP arising during the Performance of Work.

f) manage and control OSH, FP and EP with regard to the information obtained from the Client, according to the content of the documentation for the Performance of Work, the written assignment or decision of the competent administrative authority.

g) perform the work (including the performance of preparatory work) only by persons qualified to do so, trained in legal and other regulations, especially in the field of OHS, FP and EP. Perform the work by persons who have undergone an occupational medical examination or examination related to the performance of their work to the extent specified by applicable legal regulations or by a decision of the competent public health authority.

h) in the course of the Performance of Work (including the performance of preparatory work)

- ensure the training of persons in the event of a change in the procedure for the Performance of Work, a change in technology, technological or work procedures and in all cases, which have or may have a material effect on occupational health and safety,
- supplement the professional prerequisites and requirements of the persons he used for the Performance of Work,
- require and control consistently the compliance with the obligations according to the content of the provided training,
- verify, to the legal extent, with the persons concerned whether they have understood and become aware of the information obtained through training and instruction,
- assess the risks of threat to life and health and eliminate or minimise them without delay.

This obligation shall also apply to persons whom the Contractor has allowed to entry the Construction Site and the space (surroundings of the Construction Site), which the Contractor or the Client has designated for access to the Construction Site or for placing or storing materials, machinery and equipment,

- inform the Client in writing about the identified risks and measures taken and cooperate in the provision of OHS,

FP and EP as part of the Performance of Work. Unless otherwise agreed, the Contractor shall inform the Client about the risks and the adopted measures by means of the assembly log,

- create conditions for checking the Performance of Work or the Construction Site, cooperate with the person carrying out technical supervision and author's supervision and with the OHS coordinator, or with other coordinators, if more than one contractor is operating simultaneously at the workplace.

i) permanently secure and maintain the designated Construction Site for the proper Performance of Work and keep it clean and tidy. Monitor the manner and procedure of the Performance of Work, in particular the safety of installation and operation of technical equipment, the suitability of storage and use of products, materials and structures, regardless of whether they are supplied by the Client or a third party. If necessary, provide the necessary training or tests.

j) invite the Client by making an entry in the Log to take over the Construction Site after the completion of the Performance of Work,

- after the (subsequent) proper clearing of the Construction Site,
- after checking that all persons present on the Construction Site have left the Construction Site safely and are not in danger due to the activities that will immediately follow in the areas of the Construction Site (e.g., operation of the Client's equipment)
- after checking that the assets of the Contractor, the Client and third parties will not be endangered as a result of unfinished activities, inactivity of the Contractor, etc.

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

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

l) inform natural persons that a camera system is operated on the premises of the Client, Na Hranici 6, Jihlava, and ensure the appropriate measures in accordance with the legislation on the protection of personal data.

1. The Client shall provide the necessary cooperation to fulfil the obligations of the Contractor pursuant to the provisions of paragraph 1 of this Agreement, in particular within the scope of the internal regulation KRONO-02/2002, as amended.

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

3. By signing this Agreement, the Contractor confirms that before signing it he received and became acquainted with the internal regulation KRONO-02/2002, as amended, which is an integral part of this Agreement, and the documentation for the Performance of Work. He understands the documents and agrees with their content.

4. This Agreement shall be concluded for a fixed period. The Contracting Parties agree that the rights and obligations set out in this Agreement shall constitute the content of their rights in the performance of the relevant work. In the event that the Performance of Work by the Contractor is repeated during 12 consecutive calendar months, the effects of this Agreement shall not expire until after that period (12 calendar months).

5. The Agreement is concluded on the basis of the free will of the Parties and it is valid and effective on the date of its signing by the Contracting Parties.

Client:
(name, signature of authorised person, stamp)

Contractor:
(name, signature of authorised person,

Jihlava, dated:

KRONO Internal Regulation - 2/2002
on the assurance of occupational health and safety (“Regulation”)

This regulation contains some of the duties of individuals related to occupational health and safety, fire protection and environmental protection, who are present in the premises of KRONOSPAN Jihlava (“Facility”).

Construction and assembly logs identify the specific risks third parties may be exposed to during their activities. Third parties are exclusively responsible for completing records (usually the contractor). The affected party (company specified in the heading, and referred to simply as “company”) demands the requested cooperation.

!!!Equipment (or part thereof) shall be considered in operation unless the opposite is confirmed!!!

Check to ensure the equipment is operated pursuant to the work and technical procedures. Request cooperation if there are any doubts.

Do not conduct any activities until all doubts have been resolved.

Apply the 4 basic principles: Stop and look around....

Determine...

Think about it... Ask if you don't know...

This regulation is an internal regulation in all the companies specified in the heading hereof.

Author:

Jiří Klíma, professionally qualified person for OHS and fire protection.

OHS certification number - ROVS/4490/PRE/2016

Fire protection certification - Z - TPO- 3/2017

David Partl, professionally qualified person for OHS

OHS certification number - ROVS/6167/PREV/2019

Approved by: Ing. Martin Dvořáček - Managing Director

Date of most recent update: 2020

A. Primary duties related to fire safety:

Information on the phone numbers and reporting points for fires and other emergencies, providing first aid and evacuation in KRONOSPAN:

The fire reporting point is at the gatehouse: permanently-manned fire dispatching in KRONOSPAN

Evacuation (assembly) point: outdoor area S1- courtyard in the middle of the Kronospan site

outdoor area S2 - at the OSB debarking machine outdoor area S3 - at the parking lot for passenger cars

Phone number (emergencies) 333 (using the internal phone system)
420 567 124 333 (from a mobile phone or fixed line phone)

1. Fire-fighting responsibilities applicable to everyone

- a) Take all actions necessary to rescue people at risk. Warn affected persons and properly store substances associated with a fire hazard. Provide first aid.
- b) Immediately report any fire that is discovered at the designated place or ensure the fire is extinguished. Call in emergency services and be sure to give your name, the location of the fire and specify what is burning!
- c) Extinguish the fire, if possible, or take all action necessary to prevent it from spreading. Use a fire extinguisher or wall hydrant and close the doors!
- d) Provide assistance to the fire protection unit if requested by the response commander.
- e) Evacuate to a safe place (to the designated evacuation assembly point) from any structures affected or threatened by fire. Use designated egress routes, do not use lifts, follow instructions, remain calm and act responsibly!
- f) Report any deficiencies or defects with an impact on fire safety and participate in their remediation if possible.

2) Prohibited activities

- a) **smoking** at the Facility (the ban on smoking is marked with a sign at the entrance to the Kronospan site, and applies also to drivers in vehicles). Designated smoking areas are signed with a blue sign and are equipped with metal ashtrays.
- b) conducting work without proper permits or professional qualifications required to conduct the work.
- c) burning any combustibles or other substances in open areas, burning brush, etc.
- d) restricting or preventing the use of access zones for firefighting equipment.
- e) damaging, misusing or otherwise preventing the use of fire extinguishers and other material means of fire protection and fire safety equipment.
- f) opening windows wide open, using items not specified for such purposes to assure fire protection, etc.
- g) unreasonably calling in the fire protection units or making false emergency calls.
- h) installing and using electrical and heating equipment and appliances not approved by KRONOSPAN.
- i) using the colour coding of fire protection vehicles.

3) Wood production and corresponding activities conducted at the Facility are categorised into the Elevated Fire Hazard category.

The occurrence of flammable or explosive concentrations of wood dust/material cannot be completely prevented during wood production and corresponding activities. A large quantity of flammable solids (sawdust, wood chips and boards) and liquids (e.g., oils) are also stored at the Facility.

- a) Secure and check the use and operation of all heating, electrical, gas and other appliances.
- b) Store and use flammable substances or materials posing a fire hazard and handle them in a fire-safe manner
- c) Do not use open flames or other sources of ignition without a hot work permit or taking appropriate precautions.
- d) **hot work** or work associated with a fire hazard, including welding, cutting, grinding, defrosting, brazing or other work involving thermal oils may **only be conducted after completing the required form** (a hot work permit or a permit for working with thermal oil systems - which form separate annexes). The permits may only be issued by authorised KRONOSPAN employees who likewise define fire protection measures before, during and after such hot work.

4) Other duties to be performed with respect to fire safety

- a) remove waste, especially flammables (e.g., rags soaked in oil) from work areas on a

daily basis, placing them into designated containers with covers (to prevent self-ignition). Comply with the rules for separating flammable wastes and use the defined containers.

- b) refrain from using unapproved thermal electrical appliances, including electric heating elements, cookers, and heaters with an open heating coil.
- c) keep approved heating appliances away from flammable substances. Appliances must be supervised at all times. Unplug devices from the mains after use!
- d) ensure the suitable and permanent deployment of fire safety equipment and material fire protection resources.
- e) notify KRONOSPAN dispatching (at the gatehouse) for the company's in-house firefighting unit without delay of any fire or other incident (accident, industrial accident, or environmental damage).
- f) comply with orders and respect prohibitions related to fire protection in designated areas, especially with respect to duties under fire codes, fire alarm guidelines, the fire evacuation plan and all warning signs and signals.
- g) Keep all access routes, access points for fire-fighting equipment, egress routes and access to emergency exits clear at all times. Keep access to switchboards and other power distribution equipment, and shut-off valves for gas, water and heating systems clear at all times. Keep access to all material fire protection resources and fire safety equipment clear at all times and maintain such fire safety equipment and material resources in good working order. At least 1,000 mm in open space to access switchboards and valves must be maintained.
- h) Comply with the conditions or instructions applicable to fire safety with respect to products or work/activities.

B. Primary duties and principles with respect to occupational health and safety:

Reporting emergencies and providing first aid:

KRONOSPAN dispatching: phone 567 124 333

1) Some of the primary duties with respect to occupational health and safety

- a) Inform parties used to conduct specific activities or provided with access to the Facility of the rules for accessing the site, and road and rail (railway siding) traffic. Inform these parties of the prohibition on using any vehicles or means of transport on-site without proper written approval (agreement). Respect all safety signs and signals, information or instructions on potential health and safety risks.
- b) The only individuals authorised to conduct work are those who meet the specific conditions for professional competence and medical fitness and who are trained with respect to maintaining work safety and the safety of technical equipment and with practical training in the scope necessary to conduct their work and who have completed testing to verify their knowledge at least once a year. Records must be maintained with respect to training activities, instruction, testing, professional qualifications and medical fitness and these must be provided for review upon request.
- c) Define specific work procedures before starting individual work activities and specify necessary measures to assure occupational health and safety. An authorised party may request approval of a procedure if there are any doubts.
- d) equip all personnel accessing the Facility to conduct work activities with suitable and fully functional tools and aids necessary to safely conduct their work and suitable and fully-functional personal protective equipment (PPE) and protective devices that correspond to the risks associated with conducting work and from the documentation and work procedures.

PPE shall be provided in the following minimum scope: steel-toe safety shoes that provide protection against falling items, work apparel with reflective elements or a reflective vest and with the name of the contractor, a safety helmet to provide protection

when workers are working below one another or to protect against falling loads (e.g., for loads suspended on a crane, etc.).

- e) Interrupt work and agree (define) subsequent work procedures or measures if there is an emergency or risk that work will take place in a hazardous environment, in a hazardous location, work on operating equipment and work in extreme climactic conditions. Notify all persons who are affected by such measures at the workplace of these and any other procedures
- f) Start work and activities after official acceptance of the workplace as recorded into the construction/assembly log.
- g) Comply with operational safety regulations (e.g., OBP03 permitting work on production equipment or in the immediate vicinity).

2) Other duties to be performed with respect to occupational health and safety

Everyone shall

- a) Participate in occupational health and safety training and complete related testing of knowledge and undergo medical exams.
- b) Comply with all legal and other regulations, work procedures and instructions during work to assure occupational health and safety, follow safe working principles at the workplace and other information.
- c) Comply with work discipline, refrain from using dangerous work processes and methods, refrain from acting without authority and against orders, prohibitions or instructions and refrain from remaining in hazardous areas, overestimating one's own ability and taking unnecessary risks.
- d) Care to the best of their ability for their own health and safety and the health and safety of others immediately affected by their actions or omissions.
- e) Respect the prohibition on smoking and refrain from using alcoholic beverages or other inebriating substances at the workplace or during working hours, including off the workplace, and refrain from entering the workplace under their influence. Complete a test to check for the use of alcoholic beverages or other inebriating substances upon request.
- f) Comply with the principles for the safe operation of electrical equipment, i.e., refrain from interfering with and conducting repairs on the electrical equipment, refrain from damaging or using damaged electrical equipment and power cords, refrain from approaching or touching exposed parts of electrical equipment, and refrain from operating electrical equipment in violation of the manual and instructions. Immediately shut off electrical machinery/equipment if a fault occurs and report such defect to professional staff (electricians).
- g) Do not use machinery, devices, tools, hazardous substances, vehicles or other equipment without the required authorisation and permits. Do not intentionally use defective, damaged or unsuitable tools, equipment and work aids.
- h) Do not use machinery or equipment in violation of the manufacturer's technical documentation, work and technical procedures or safety principles for the operation of machinery; do not leave machinery or vehicles idling without supervision.
- i) Report all work-related injuries, if your health permits, and work-related injuries suffered by others you have witnessed and collaborate on the investigation into their root cause. Do not alter or move items at the site of an accident.
- j) Notify your supervisor (or client) of deficiencies and defects that may pose a threat to occupational health and safety and participate in their remediation to the best of your ability.
- k) Do not deactivate safety devices on machinery, equipment, instruments, tools and buildings or otherwise modify or adjust such devices and use all safety devices as designed.
- l) Do not repair, clean or otherwise interfere into machinery and equipment while running or if they are not properly stopped and locked out. Only those with proper qualifications

- may operate machinery or equipment.
- m) Comply with the specified limits for lifting and carrying loads: up to 15 kg for juveniles and women, and up to 40 kg for men.
- n) Enter, move about and leave the facility using specified access routes (pavement, horizontally marked corridor for pedestrians), use the edges of routes for crossing purposes, maintain safe distances around machinery and equipment or in areas where vehicles are moving and loads are being handled. Unauthorised access to shipping and storage halls, railway crossings and between wagons themselves is prohibited. Do not cross within 5 metres in front of or behind stopped wagons and vehicles.

3) Other duties and principles upon handover of a site or place of installation

- a) Procedure for handover of a site or place of installation:
- complete an entry certifying the handover of the site or place of installation into the construction or assembly log. If activities are performed on technical or technological equipment, a corresponding entry is required in the operating log or shift report. The entry made in the operating log or shift report shall be completed in collaboration with the equipment operator or an authorised member of the maintenance team. Entries are completed before any work begins. The parties used (by the contractor) to conduct specific activities are entered into the construction or assembly log before they are permitted to enter and move about the site or place of installation.
 - information, especially in the context of this guideline, is provided to individuals (information is provided by the contractor in the case of third parties) as to the start of work, the completion of the specified activities, their scope and manner of execution.
 - entries are made to record changes into the construction or assembly log (completed by the contractor in the case of third parties). Changes primarily involve the number and names of persons on-site, newly identified risks, e.g., activities conducted at the site by two or more companies, work underneath persons, the start of operation on parts of equipment and crane operation.
- b) Place - definition of the site and place of installation and its security
- Establish and secure the site and place of installation in the scope of the submitted and reviewed documentation. The site or place of installation is defined in the construction or assembly log with a reference to the specific documentation. Such documentation or blueprint must be specified, in particular with a date, number and name of the person who completed the documentation.
 - Establish and secure the site or place of installation under the conditions specified for endangered areas, see Part C (2) herein.
 - Under the conditions for endangered areas, the site or place of installation must be defined for the following types of activities: work at heights and above free depths and load handling activities involving a crane.
 - Create photo documentation of protection measures for the site and changes thereto.
- c) Scope of the activities performed
- Conduct activities in the scope of the submitted and reviewed documentation. In this case, the work is performed and corresponding entries are made thereto in the construction or assembly log with a reference to the specific documentation. Such documentation or blueprint must be specified, in particular with a date, number and name of the person who completed the documentation.
 - Conduct activities (especially partial installation/disassembly) per the specific description provided in the construction or assembly log (completed by a contractor in the case of third parties).
- d) Method for completing the work (procedures)
- Define the procedure for conducting activities (completed by the contractor in the case of third parties) with changes resulting in interruption and an entry into the construction and

- assembly log.
- Define the conditions for conducting activities on equipment and technology (e.g., before removing the final part of a hopper) after completing a corresponding entry into the shift report with the required collaboration of an authorised member of the maintenance team.
- Indicate the location and method of use of safety switches, detectors, etc. Familiarisation with the locations of switches must be physically conducted with the required collaboration of production equipment operators or an authorised member of the maintenance team.

C. Specific duties for mitigating primary risks, potential sources and causes of hazardous factors causing property damage and injury at the Facility and mitigation measures:

1. Operation of road transport vehicles, transport trucks and conveyor work machines

Risk: Collision between a vehicle and other means of transport, impact with an impediment, collision with a train at a railway crossing, pinning of a person, vehicle going off the road, material falling on a vehicle or load falling on a person.

Measures: Comply with the defined 30 km/h speed limit, or the reduced 15 km/h speed limit in storage structures. Travel on the right side and at the edge of the road, follow all traffic signs, give the right of way to trains and vehicles in the marked wood storage zone and the preparation of material for production. Drivers of motor vehicles and handling equipment are **obliged to respect pedestrians who move on the specified designated roads. The drivers of vehicles and handling equipment shall not restrict these pedestrians and may not endanger them in any way.** The pedestrians who move within the facility outside the specified designated roads must not be endangered by the operation of vehicles and handling equipment.

Use an instructed person as a guide when driving in reverse or forward when using a transport truck to move a load that restricts visibility. Do not stop or park on railway track or crossings. Comply with the defined limits for transport trucks and the principles for the safe storage of handling units.

2. Person falling from heights / into depths - from scaffolding, a roof, a gangway, ramp, stairs, walkway, skylight, ladder, unprotected opening/pit or well, from the cargo space of a vehicle

Risk: There is the greatest risk of serious/fatal injury in the event of a fall. Falling from a ladder, shelf or handling unit is hazardous as well.

Measures:

- a) Do not conduct work at heights in unfavourable weather conditions (e.g., high winds, snowing, frost) with respect to the fall protection devices in use, it may pose a health or safety risk to employees.
- b) Be alert when moving about access routes and over surfaces that are used to operate machinery, equipment or on other structures. Give priority to the use of collective fall protection and personal fall protection, which includes personal fall protection equipment (specific conditions for conducting work associated with fall hazards, i.e., when working at an elevation of 1.5 m above the surrounding area or if a free depth exceeds 1.5 m (more detailed conditions for conducting work associated with fall hazards are covered in Addendum 1 hereto).

Collective fall protection devices include in particular undamaged and complete technical structures, e.g., railings and enclosures, hatches, catch scaffolds, fencing or netting, and temporary construction structures such as scaffolding or work platforms.

Personal fall protection devices are in particular work positioning systems and fall protection systems, such as safety lines, safety harnesses, etc. Personal fall protection devices are used when the nature of the work performed prevents the use of collective

fall protection or collective fall protection cannot be used given the nature, expected scope and duration of work or its use would be ineffective given the number of affected persons or sufficient with regards to their safety.

- c) Comply with the requirements laid down in Government Regulation No. 362/2005 Coll. The annex to the Government Regulation specifies the organisation of work and work procedures, requirements for the safe operation and use of technical equipment required to secure work at heights and where there is a free-fall hazard.
- d) Adopt technical and organisational measures to prevent falls from heights or to free depth, free-falls or slippage and to ensure safe catching ("fall protection") as a result of burns, acid burning, acute poisoning, asphyxia, etc.
- e) Do not step onto a roof if there is any risk of the breakage or release of the roofing material underneath the person, a fall through an opening in the roof or into a shaft. Do not climb on railings, work platforms, fencing or scaffolding. Do not walk over exposed edges on roofs at a distance of less than 1.5 m from its edge. Do not climb or walk on shelving or rooftop windows.
- f) Use ladders from approved manufacturers, only use ladders to conduct short-term work activities, do not use hazardous machinery or tools on them, such as chainsaws and hand-held pneumatic tools. Do not carry up (down) loads of more than 15 kg onto ladders. Ensure that portable ladders used for ascending (descending) are secured to prevent them from slipping at the base, either by securing their rails at the point of support at the top or at the feet at the bottom. Depending on the nature of the flooring material, ladders must have anti-slip rubber feet or steel spikes and must be attached to a fixed structure at the top. The angle of a simple ladder may not exceed 3.1, while the upper end of the ladder must extend at least 1.1 m above the top surface. When working on a ladder, any person stepping above a height of 5 m must wear personal fall protection equipment. Always position a ladder or stairs to ensure their stability over the duration of their use, i.e., place them on a stable, strong, sufficiently large and stable base to ensure the rungs remain level.
- g) Position or store materials, tools and aids at heights to ensure they are not in danger of falling, slipping or otherwise dropping during work and after its completion. A suitable belt or specially adapted work apparel must be used to secure tools and to store small materials (nails, screws, etc.). Do not overload shelving with materials.
- h) Only allow overhead work to be conducted in extraordinary circumstances and if such work cannot be conducted otherwise.
Employees in lower positioned workplaces are obliged to wear safety helmets.
- i) Familiarise persons conducting activities at heights and above free depths alone or separately with the rules for communication between persons conducting activities above (or below) themselves. Instruct persons as to the duty to interrupt work if it cannot be performed in a safe manner.
- j) Safely secure premises beneath workplaces at heights and their immediate vicinity to protect against the potential fall of a person or other item ("endangered area") as follows:
 - Exclude traffic,
 - Use protective structures to protect against falling persons or other items at the level of the workplace at heights or below such workplace at heights,
 - Use barriers to block off the endangered area,
 - Provide supervision for the endangered area using a competent and designated person over the duration of such threat,
 - Ensure the endangered area remains at the required distance from any open edge based on the height at which work is performed.
- k) Secure:
 - Any openings in floors exceeding 0.25 m in diameter immediately after they are created. Cover openings with covers of a corresponding load bearing capacity and secure to prevent slipping, they must not protrude from the surrounding floors.
 - Protect exposed edges with fall protection technical means including railings or other barriers.
 - Secure all surfaces on which safety cannot be guaranteed to support the loading of

- people, including tools, aids and materials, to prevent collapse and deformation.
- Do not use unstable items or items intended for other uses (barrels, drums, chairs, tables, etc.) to elevate a workspace or to ascend to such a workspace.

3. Materials or items falling on person

Risk: Falling machinery, falling material/item from heights - object/structure/stack on a person, material falling into an excavation.

Measures: Keep out of the danger zone where an item or machinery may fall (e.g., for cranes and other operating machinery, anywhere near the materials being moved by crane, truck or loader. Store materials at a safe distance from the open edges of roofs, scaffolding, platforms, shafts, etc. and ensure they are not thrown off. Do not overload shelving with materials.

4. Collisions between people and moving machinery (including loads and other cargo on loads, etc.)

Risk:

Danger of collision, running over, crushing or pulling of a person by a moving machine and falls on roads.

Measures:

- (a) Use pavements, horizontally marked designated pedestrian roads, or walk as close as possible to the left edge of the road. Before stepping onto a roadway, ensure that such action is safe, including with regard to vehicles with the right of way (cars, trains, fork lifts, loaders). Access to shipping and product storage areas in which vehicles are moving and loads are being handled is strictly prohibited. Vehicle traffic is continuous on outdoor and indoor routes - do not walk on the track used by on-site rail traffic, do not remain between machinery and its components, do not linger outside the cabs of trucks to ensure that no one falls out of a truck.
- l) Do not enter the operations buildings and the storage areas for products and raw materials in the Facility without reason. Persons must wear safety apparel with reflective elements or a reflective vest in these areas.

5. Cargo falling off a transporting machine and onto a person

Risk: Material falling on a person from lifting equipment.

Measures:

- a) Do not stay in the vicinity or under suspended loads, do not attempt to direct the movement of a load using part of the load itself. Do not move around a loaded cargo or in close proximity to operations involving the unloading or loading of material. Wear a safety helmet when a crane is working with a load.

6. Collisions, contusions, abrasions and crushing of a person against parts of machinery, pulling into dangerous parts of machinery

Risk:

Collision involving a person and moving parts of machinery/equipment. Pinning between moving parts of equipment.

Measures:

- a) Do not perform any inspection, set-up, repair or cleaning of equipment if the equipment is not completely shut-down and locked out to prevent accidental start-up. Do not enter or otherwise interfere with dangerous parts of equipment (especially handling equipment, trucks and containers) when running. Exercise proper caution when moving in close proximity to equipment and with awareness of potential hazards with regards to pinning or falls.
- b) Work may only be performed on unprotected equipment while in operation with consent (after receipt of a signed and completed form) and with the protection of a competent individual near the shut-down switch to supervise the working individual and to ensure their safety.
- c) Do not enter the danger zone around machinery and vehicles. Do not interfere with cutting parts of machines or inspection ports while running. Do not enter and step over

transport equipment outside of designated areas. Do not stay at uncovered parts of the silos, under the conveyor installations, their outlets and the outlets of the storage silos.

7. Electric shock, electric arc burn

Risk: Danger of electric shock from energised components in unprotected electrical devices and instruments.

Measures:

- a) Do not work or make contact with exposed, energised components of electrical devices without the required electro-technical qualifications. Keep a safe distance (buffer zone) from electrical equipment when working on such installations. Define safe distances from electrical equipment.
- b) Define safe distances from electrical lines (especially outdoor high voltage lines) when operating mobile cranes, hydraulic booms, etc.

8. Person falling off a machine (including footbridges integrated into machines)

Risk: Person falling from a platform resulting in injury.

Measures: Do not stand (remain) outside the cab of a vehicle, do not ride on step boards while moving, do not jump out of a moving vehicle or from a vehicle's cargo compartment, do not stand on a load during handling or balancing.

9. Explosion involving a machine, aids, overpressure burst Risk: Accident resulting in burns to a person.

Measures: Do not open covers on equipment where there is a burn or explosion hazard. Do not open the covers on containers for fuels using tools that generate sparks, do not pour flammable liquids that generate vapours and initiate arcing.

10. Inhalation of toxic gases, vapours, and the products of combustion and explosions

Risk: Suffocation caused by a lack of oxygen in an enclosed space or the inhalation of toxic fumes and products of combustion. Explosion resulting in the potential for people to be struck by flying objects. **Measures:** Keep out of areas endangered by these effects, do not open the covers on containers for fuels using tools that generate sparks, do not pour flammable liquids that generate vapours and initiate arcing.

11. Unsuitable storage of substances and components thereof

Do not conduct activities in dangerous areas without first reviewing the properties of the substances stored in the area (identification, hazards and other precautions are presented in material safety data sheets). Do not conduct work in enclosed spaces alone, such as cisterns, pits, bunkers, drums, etc.

12. Instances caused by the fault of others (other persons)

Risk: Injury resulting from mutual assault, sudden interruption of work (shouts, calling, etc.), distraction during work (inappropriate jokes, arguments, betting, music, watching mobile display and communication equipment, etc.), a lack of awareness, sudden nausea, inebriation, the use of a hazardous work procedure, violations of traffic and safety rules and regulations, etc.

Measures: Do not give rise to these conditions. Conduct activities per the defined procedures and comply with the duties laid down in this guideline.

13. Violation of duties in the definition of the site and place of installation and its security

- a) Only conduct work on operating equipment (or parts thereof) after ensuring that the device is shut down. If the equipment cannot be shut down or the equipment is being set up or cleaned per the written confirmed entry in the operating log or in the construction and assembly log, shut down may only be performed after a new assessment of the risks under the assumption that the equipment itself could be shut down instantaneously using an emergency switch.
- b) Conduct activities on equipment (or part thereof) after a new assessment of risks in relation to the expected (concurrent) performance of work on part or the entire defined workplace. This primarily involves work at heights, work overhead or below one's self and when work with a crane is performed in the defined area. Warn of the risk of falling items.

D. Duties with respect to environmental protection:

Reporting incidents:

KRONOSPAN dispatching: phone: 567 124 333

1) Protection of water quality

- a) Act No. 254/2001 Coll., on water, lays down the specific scope of protection and other duties applicable thereto. Anyone who comes into contact with hazardous or harmful substances (e.g., petroleum substances and chemicals) is obliged to take appropriate measures to prevent these hazardous substances from entering the soil, surface water and groundwater or sewers and posing a threat to the environment. Reporting obligations apply to anyone who discovers an accident.
- b) the originator of an accident shall provide cooperation in taking action to remedy the causes and consequences of the accident. They shall provide relevant details and information concerning the accident.

2. Waste management

- a) keep order and tidy up after work on a daily basis; conduct thorough cleaning once a week. All wastes must be separated into the specified containers.
- b) the thinning or mixing of wastes together or with other wastes is prohibited.
- c) the scope of obligations for waste generation and disposal is laid down in Act No. 185/2001 Coll. and related regulations. Everyone is obliged within their work or the scope of their responsibilities to prevent the generation of wastes and to limit their quantities and hazardous properties.
- d) the waste originator shall ensure that the waste will be preferably used rather than removed. If the originator itself cannot use or remove the waste according to the law, it is obliged to hand over the waste to an authorised party.
- e) the waste originator shall handle wastes based on their actual properties. Waste shall be sorted and accumulated separately by type and category. Wastes must be protected to prevent undesirable degradation, theft or leakage.
- f) all damaged or contaminated roads, surfaces, etc. must be restored to their original condition.

E. Final provisions:

Persons violating the specified duties or failing to comply with the defined rules and regulations may be ordered out of the Facility immediately. Performed activities may be interrupted or stopped. During such interruption, a contractor is not considered in delay with the performance of its contractual commitments or in violation hereof. Violation of commitments or failure to respect the provisions hereof may be subject to a contractual fine **of up to CZK 40,000**. The client's personnel responsible for OHS and fire protection define the amount of any such contractual fine.

F. Annexes

Operational safety regulation No. 03, permitting work on production equipment or in the immediate vicinity.

ADDENDUM No. 1a) to KRONO Internal Regulation - No. 2/2002

To point C (2) of KRONO Regulation - No. 2/2002

- conditions for work involving a fall hazard, from heights or free-fall

The contractor for construction and assembly work shall comply with the requirements laid down in **Government Regulation No. 362/2005 Coll.**, with respect to the assurance of operational safety and the use of technical equipment in the preparation and execution of construction, assembly and maintenance work and related work activities, especially:

- During work on workplaces where employees are exposed to a fall hazard from heights or to free depths, defined at workspaces and access routes more than 1.5 m above the surrounding level or a free depth exceeding 1.5 m in any amount over water or other substances posing a health or safety hazard in the event of a fall e.g. as a result of burns by fire or acid, acute poisoning, asphyxia, the employer shall adopt technical and organisational measures to prevent falls from heights and free-falls, slippage and to ensure safe catching ("fall protection") and ensure their implementation.

The employer shall give priority within fall protection efforts to **collective fall protection**, which includes ensuring that technical structures are undamaged and complete, e.g., railings and enclosures, hatches, catch scaffolds, fencing or netting, and temporary construction structures such as scaffolding or work platforms.

Personal fall protection, which includes personal fall protection devices including work positioning systems and fall protection systems, such as safety ropes, harnesses, etc., is used when the nature of the work performed prevents the use of collective fall protection or collective fall protection cannot be used given the nature, expected scope and duration of work or its use would be ineffective given the number of affected persons or sufficient with regards to their safety.

The employer shall ensure:

- any openings in floors exceeding 0.25 m in diameter are covered immediately after they are created with a cover providing sufficient load bearing capacity and secured to prevent slippage, covers may not protrude above the level of the surrounding floor.
- exposed edges are protected with fall protection technical means including railings or other barriers,
- fall protection is conducted on all surfaces on which safety cannot be guaranteed to support the loading of people, including tools, aids and materials, to prevent collapse and deformation,
- the use of unstable items or items intended for other uses (barrels, drums, chairs, tables, etc.) to elevate the workspace or to ascend to such workspace is prohibited.

To ensure protection against falling items and materials, all materials, tools and aids must be positioned or stored at heights to ensure they are not in danger of falling, slipping or otherwise dropping during work and after its completion.

A suitable belt or specially adapted work apparel must be used to secure tools and to store small materials (nails, screws, etc.).

Securing areas below work at heights and their immediate vicinity

Premises above which work is performed and where there is a fall risk involving persons or materials (**endangered area**) must be always secured, especially:

- by excluding traffic,
- by using protective structures to protect against falling persons or other items at the level of the workplace at heights or below such workplace at heights,
- by enclosing the endangered area with railings at least 1.1 m tall,
- by supervising the endangered area using a competent employee over the duration of such threat.
- the endangered area must remain at the required distance from any open edge based on the height at which work is performed.

Overhead work may only be conducted in extraordinary circumstances and if such work cannot be conducted otherwise,

Employees in lower positioned workplaces are obliged to wear safety helmets.

Work at heights must be interrupted in unfavourable weather conditions (elevated fall or slip hazard):

- storms, rain, snowing or the formation of rime,
- winds at speeds exceeding 8 m/s during work on suspended work platforms, mobile scaffolding, work on ladders above 5 m in height and the use of a harness and rope on work positioning systems. In other cases, high winds at speeds in excess of 11 m/s,
- visibility in the workspace of less than 30 m,
- temperatures while conducting work of less than -10°C.

Employees conducting activities at heights and above free depths alone or separately must be familiarised with the rules for communication between employees at the workspace or with a supervising employee and instructed of the need to interrupt work if it cannot be performed in a safe manner.

Other requirements on the organisation of work activities and work procedures that the employer shall secure during work at heights and over free depths and on the safe operation and use of technical equipment provided to employees for work at heights and over free depths are laid down **in the annex to the above Government Regulation.**