

Slovenské elektrárne, a.s.

General Technical Terms of Performance

Headquarters
version 16.03.2026



1. General provisions

- 1.1. These General Technical Terms of Performance in Slovenské elektrárne, a.s. (hereinafter as “GTT”) form inseparable part of the Contract in case of contractual performance executed in the premises of plants of the company Slovenské elektrárne, a.s. Pribinova 40, Bratislava (hereinafter „R-SE”).
- 1.2. For the purposes of the GTT herein, the „Workplace” shall mean a place of work constructing, Performance of works, site, place to perform repair, maintenance or modification of the subject, provision of service pursuant to the Contract or the other written request of SE, which is taken over by the Supplier in the form of minutes from SE (hereinafter referred to as the „Workplace”).

2. Trainings

- 2.1. The Supplier is obliged to ensure that the Supplier’s personnel attends the entry clearance training on site before their first access on SE’s workplace, an instruction on current work and safety risks, specific to respective type of work and workplace including a briefing on the electronic attendance system used at SE’s premises. The training is organised by SE. SE shall make a record on the training carrying out. The training is focused on specific conditions of Performance in SE Headquarters. The Supplier is obliged to ensure that the Supplier’s personnel attends the entry clearance course periodically at least once every 24 months, unless these GTT contain other requirements. It does not substitute a periodical training of personnel from the topics: Occupational Health and Safety (hereinafter referred to as „OHS”) and Fire Protection (hereinafter referred to as „FP”) that are mandatory by law passing of which the Supplier is obliged to ensure.
- 2.2. The Supplier is obliged to ensure the participation in the training of all the Supplier’s personnel who execute the Performance on the premises of SE Headquarters.

3. Terms and Conditions for Allowing Entry and Drive-in to SE Headquarters, Physical Protection and Contractual Penalties for Its Breaching

- 3.1. The system of physical protection (hereinafter referred to as “PP”) in SE Headquarters is formed of a combination of technical means of PP, regime measures of PP and activity of the components of PP, whose execution is ensured mainly by the Private Security Service (hereinafter referred to as “PSS”) on a contractual basis and by own SE’s employees.

For the violation of duties specified in Article 3.2 SE may claim a contractual penalty from the Supplier amounting to EUR 300 for each violation of duty.

- 3.2. At least 10 working days before the start of the Performance, the Supplier shall submit the following:
- 3.2.1. The list of identification data of the personnel who will carry out Performance in accordance with the Contract. The list, in electronic form, will have the requested structure according to the predefined template available on the following web-site of SE:
<https://www.seas.sk/en/suppliers/authorizing-entry-of-workers-vehicles-transfer-of-materials>.
- 3.2.2. The originals of the signed forms “Provision of/notice of changes in personal data for the purpose of registering the entry into non-nuclear facilities” of all the entering personnel in writing.
- 3.2.3. Document on integrity - original of the excerpt from the Register of Criminal Records, which may not be older than 3 months before the first assumed accession of Supplier’s personnel to provision of Performance and it is required to be submitted every two years thereafter. Each original of the document proving the presence at the entry clearance course or at the training to maintain general ability for entry and safe movement, stay and Performance to the SE’s Contract Manager, before the commencement of Performance in accordance with the Contract.
- 3.3. The Supplier’s personnel enter the premises of SE Headquarters through controlled entrance using the identification card (hereinafter as “Entry IDC”) which will be assigned to them by SE.
- 3.4. The Supplier is obliged to ensure that the Supplier’s personnel prevents entry to another person to the premises of SE Headquarters by provision of the Entry IDC, by misuse of somebody else’s Entry IDC and by unjustified use of emergency exits without registration.



Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Supplier amounting to EUR 800 for such a violation of duty. Supplier's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.

- 3.5. The Supplier is obliged to ensure that the Supplier's personnel protects the assigned Entry IDC or pass against loss, destruction, damage or theft. The Supplier is also obliged to ensure that the Supplier's personnel returns the Entry IDC or pass after completion of the Performance or duration of the Contract.

A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Supplier amounting to EUR 30 for each loss, damage or theft of the Entry IDC or pass. This contractual penalty includes the costs of issuance of an Entry IDC or pass.

In the case that the Supplier fails to return the Entry IDC or pass to SE after completion of the Performance or at the expiration of the Contract, the contractual penalty shall be applied to the Supplier anyway.

- 3.6. The Supplier is obliged to report any loss or theft of Entry IDC of any Supplier's personnel to Contract Manager of SE or person authorized by Contract Manager, without any delay. A failure to report such loss or theft will cause Supplier's responsibility for all consequences of misuse of Entry IDC or pass, especially he bears responsibility for possible damage and Supplier's personnel may be banned from entry into SE's premises.

Unless the suffered damage is compensated, the respective Supplier's personnel shall be banned from entry to the premises of SE.

- 3.7. The Supplier is obliged to observe and also to ensure that the Supplier's personnel will observe a ban on taking photos, filming or other recording in the SE structures.

Violation of this duty will entitle SE to claim a contractual penalty from the Supplier amounting to EUR 1,700 for each violation of duty.

- 3.8. The Supplier is obliged to ensure that no theft or attempted theft of SE's property or property of other suppliers is committed by the Supplier's personnel at SE's premises or equipment.

Supplier's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.

Violation of this duty will entitle SE to claim a contractual penalty from the Supplier amounting to EUR 1,700 for individual violation case. Violation of the obligation according to this provision by the Supplier will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.

- 3.9. The Supplier is obliged to ensure that any proven disassembly of or interference in the technological equipment or for manipulation of technological equipment occurs that would be made by the Supplier's personnel without authorization.

Violation of the above mentioned duties shall be considered as a substantial breach of the Contract with a possibility of immediate withdrawal from the Contract by SE. The Supplier's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum. At the same time SE may claim a contractual penalty from the Supplier amounting to EUR 1,700 for each and every violation. Violation of the obligation according to this provision by the Supplier will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.

- 3.10. The Supplier is obliged to ensure in a reasonable extent of protection of their property and stored items in the premises of SE; in case of observed disruption of the building, theft or attempted theft of SE's or Supplier's property, the Supplier shall be responsible for reporting of such event to the Contract Manager of SE or person authorized by Contract Manager, without any delay.

Every next breaching of the mentioned duties will entitle SE to claim a contractual penalty from the Supplier amounting to EUR 400 for each and every violation.

- 3.11. The Supplier is required to promptly notify SE if the Supplier's employee, who has been allowed to enter the SE's premises for the purpose of the Performance of the Contract, has ceased to meet the conditions for allowing the entry, in particular the integrity condition.

If the Supplier fails to comply with the mentioned obligation, this shall be considered to constitute a material breach of the Contract with the possibility of immediate withdrawal from the Contract and concurrently SE may apply a contractual penalty against the Supplier amounting to EUR 1 700.00 per individual violation case.



4. Conditions of Performance implementation and Technical Equipment of the Supplier

Common Provisions

- 4.1. The Supplier shall hold respective valid authorizations relevant to the subject of Contract Performance pursuant to legal requirements of the Slovak Republic (hereinafter referred to as „SR“) and internal rules of SE, which were made available to the Supplier. Performance may be carried out by professionally and medically capable personnel only. All the Supplier's authorisations and certificates of professional competence of their personnel shall remain valid for the entire duration of the contractual relation. The Supplier is obliged to ensure that the Supplier's personnel have the respective documents available on the workplace and to prove their health capability and professional competence upon request of SE.

Failure to have valid authorizations and certificates of general, mental, health capability or professional competency by Supplier or their personnel during execution of the contractual Performance will be considered as material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be also entitled to claim contractual penalty from the Supplier amounting to EUR 800 for each detected case of duty violation.

- 4.2. The Supplier shall notify SE of each change – starting of works by a new person, termination of Performance by a personnel, temporary or permanent change of Supplier personnel's general, mental, health or professional capability of any Supplier's personnel, as well as a transfer of the employee to perform another contract concluded between the Contract and SE, or transfer of the employee to perform a contract of another Supplier - in the form of a record in Log pursuant to clause 4.114.10 or by a separate letter.

In case of failure to report the changes specified in the article herein, SE will be entitled to claim the contractual penalty from the Supplier amounting to EUR 800 for each detected case of duty violation.

- 4.3. SE has reserved the right of unlimited inspection of validity of authorizations, certificates of professional capability, instructing of individual Supplier's personnel set out in the Contract and/or in applicable legislation in order to determine the professional and medical competence of Supplier employees in relation to the type of work performed, at any time during the contract execution. The Supplier has agreed with this inspection.

- 4.4. If necessary, the Supplier shall provide for own illumination sources to illuminate workplace, which will be connected to the electrical power connection points designated by SE.
- 4.5. Supplier's Contract Manager shall keep SE informed about the situation of Performance at inspection meetings and operative meetings of management organised by SE.
- 4.6. The Supplier shall provide Performance at the Workplace in a way preventing damaging of underground infrastructure and installations.
- 4.7. If the Supplier provides for the spare parts according to running requests of SE, they shall be specified in the Log pursuant to clause 4.10.
- 4.8. The Supplier's personnel are obliged to acquaint themselves with the task prior to the execution of Performance and to participate in the meeting delivered by SE's Contract Manager before the start of the Performance.

- 4.9. The Supplier shall invite SE in writing for inspection of the Performance which will be covered, or will become inaccessible not later than 2 work days in advance or in agreed terms.

Assembly / Construction Logbook/ Service Book / Service Account

- 4.10. The Supplier is obliged to keep shall keep a Log according to the type of provided Performance. Where the Supplier fails to keep properly the Log from the day of the Workplace takeover, this fact will be considered as a substantial breach of the Contract.
- 4.11. The Supplier shall bring the Log on the workplace at the beginning of Performance, the same shall also organise its registration by SE's Contract Manager. The pages in the Log shall be numbered, any impaired page shall remain in the Log – it cannot be pulled out. The Log shall be permanently accessible on the workplace during the working hours and constantly available for SE.
- 4.12. The Supplier shall submit the records in the Log for signing to SE on daily basis.
- 4.13. Supplier's Contract Manager shall record the following facts to the Log from the date of Workplace overtaking:
- Daily statement of the nominal list of its personnel present in the Performance on the Workplace;
 - Daily statement of the Performances completed that is required in accordance with the Contract; The record must include the unit of measurement and the number of units according to the Contract with clear identification of the Performances;



- Daily information about any problem with Performance and decisive circumstances related to Performance and on occurrence of any event preventing or hindering execution of Performance due to a delay or prolongation of the Performance period;
 - Opinions and statements to SE's requirements, namely within 3 work days after recording a requirement; otherwise, it will be considered as their approval with SE's record;
 - Opinions on SE's requirements beyond the scope of Performance agreed in the Contract;
 - Takeover of the special fixtures borrowed (binding fixtures, special tools, etc. - date and scope);
- 4.14. SE's Contract Manager shall record the following in the Log:
- The record on initial training of Supplier's personnel on the workplace containing the signatures of both contracting parties;
 - Record on Workplace handover to the Supplier for the purposes of Performance;
 - The scope of Performance required from the Supplier or a reference to other record defining the scope/Performance in accordance with the subject of the Contract; any change of the scope shall be recorded in writing in accordance with the Contract.
 - SE's opinions to the Supplier's requirements within 3 work days after recording a requirement; otherwise, it will be considered as its approval with Supplier's record;
 - The check of Performance and of the compliance with the provisions of the Contract at least once in two days;
 - Confirmation with a signature about borrowing of special fixtures (binding fixtures, special tools, etc.);
 - Confirmation with signature about material fulfilment of the Performance.
- 4.15. Records entered in the Log may be performed on behalf of SE also by other persons authorised or mandated by SE and workers of SE expert units, performing control activities within OHS and FP authorised or mandated by SE provided that such activity doesn't result directly from their scope of employment. If SE records a detected shortage into the Log, the Supplier shall eliminate the shortage in the term defined therein. If the Supplier fails to do so, SE is entitled to order an interruption of the Performance until the remedy of the shortcoming. Consequences and damages following from the interruption of Performance are born by the Supplier in full extent.
- 4.16. The duty to keep the Log ends upon acceptance of the Performance under the Contract or on the day when all defects are eliminated. The duty to keep the Log in the place of Performance shall not apply to the design works.
- Common Provisions on General Requirements for Documentation.
- 4.17. Providing that elaboration of the design and technical documentation and/or contractual technical documentation is the subject matter or a part of the Performance, in accordance with the Contract, the Supplier shall follow the requirements defined in the technical assignment to be received from SE when preparing documentation.
- 4.18. The Supplier shall prepare the design, technical and/or contractual technical documentation in compliance with generally binding valid legal regulations and valid standards (STN 01 31 60 – Technical drawings – modifications of drawings, etc.). The Supplier shall base preparation of their design, technical and/or contractual technical documentation on the existing code list structures (SO), elementary system (PS), elementary subsystem (DPS) provided by SE.
- 4.19. The Supplier shall submit the design, technical and/or contractual technical documentation in written form together with list of drawings divided into individual packets in the contractually agreed number of counterparts. A list of documentation prepared in the form of a protocol with documentation check list shall be a part of the project. It is a list where every document shall be defined as a separate item. A document shall mean any textual or drawing part of the design documentation with its own stamp in the corner. SE shall provide the form and template for filling in the protocol.
- 4.20. The Supplier shall submit an elaborated design, technical documentation and/or contractual as-built documentation after completion of the Performance. Each document shall contain:
- the as-built stamp,
 - legible name and signature of the authorised person responsible for the documentation submitted, proving that it is in accordance with contractual Performance,
 - the date and stamp of the organisation which carried out the Performance.
- The as-built documentation (DSV) shall state the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-built-documentation drawings in the archives. Drawings from the as-built documentation shall specify whet-



her the drawing changes or supplements or replaces the original drawings or whether it is a new one.

- 4.21. Supplier shall submit the hard-copy and its electronic form in formats used by SE. Graphic files in formats *.DWG, *.DXF, *.DGN, text portable documents in formats *.DOC, *.XLS, *.MDB and *.PDF or other agreed form. If the Supplier hands over documentation in *.pdf format, it is obliged to also hand over the source files from which the *.pdf files were created. All the documentation delivered by the Supplier in electronic form will be stored on a non-erasable medium. Each medium will be accompanied by a Hand-over protocol signed by the contractual parties confirming the compliance of the hard-copy with the digital copy.
- 4.22. Providing that there is a digital form of the design and technical documentation in SE, it will be provided to the Supplier according to the contractual provisions. The original digitalisation principles have to be followed when carrying out Performance.
- 4.23. In the case of online updating of as-is documentation and accompanying technical documentation, the Supplier shall receive SE's requirements, according to which the Supplier is obliged to proceed after acceptance of the capital investment project.

5. Participation of SE

Common provisions

- 5.1. If owned by SE, SE shall provide the Supplier with the available as-is documentation as well as any other documentation pertaining to the subject-matter of the Contract, if it owns it. Within 2 weeks from the date of the meeting, SE shall provide the available documentation specified at the bilateral meeting between the Supplier and SE, which is held upon the appeal of the SE made within 5 days from delivery of the call to the Supplier.
- 5.2. SE shall provide the Supplier with technical cooperation in the necessary scope which includes delivery of supplementary data and specification of documents needed during the Performance according to the contract.
- 5.3. If necessary, SE shall mark up the entire underground network and infrastructure on the workplace when handing over workplace and, (SE) shall deliver the consent of administrators of the underground and elevated infrastructures to the Supplier, for provision of the Performance and conditions of administrators under which the Supplier may provide Performance.

6. Labour law, OHS and FP

6.1. Supplier's obligations regarding OHS and FP

- 6.1.1. Throughout the duration of the Contract, the Supplier is obliged to:
 - a) identify among its personnel sufficient number of persons which will be responsible for supervising the work activity and will ensure the implementation of directives received and check the correct execution by personnel (hereinafter referred to as the **"Works Manager"**) and their presence at the SE workplaces in accordance with the requirements of SE and of the technical specification;
 - b) by the 10th day of each month, report the number of hours (regular and overtime) worked under the Contract during the previous month, with a separate indication of hours worked by self-employed persons, if any (in case a Log is not kept).
- 6.1.2. Before entering the SE Workplace, upon taking over the Workplace from SE (the Contract Manager for SE in cooperation with the facility administrator), the Supplier shall record the status of OHS and FP, which shall be recorded in the Log or in a separate record of handover and takeover of the workplace or in another demonstrable manner, and shall submit all data necessary for SE's reporting/notification obligation to the relevant state and supervisory authorities.
- 6.1.3. The Supplier is obliged to determine and is responsible for the use of safe working and technological procedures, the marking and spatial demarcation of the workplace, and the safe condition of workplaces, premises, communications and social areas taken over from SE.
- 6.1.4. When carrying out activities associated with increased fire risk, the Supplier is obliged to establish a fire assistance patrol at its own expense and to equip the workers carrying out this activity with an orange warning waistcoat with the inscription "Fire Assistance Patrol" conforming to the standard EN ISO 14116 or EN ISO 11612. The Supplier is obliged to inform SE in sufficient advance about activities with an increased risk of fire.
- 6.1.5. The Supplier shall ensure that the name of the Supplier or SubSupplier is marked on the work clothes of all its employees in a visible, clear and permanent manner. Unless otherwise agreed in the Contract, the Supplier shall ensure, at its own expense, safety and fire protection measures for activities carried out by the Supplier with an increased risk of fire.



- 6.1.6. The Supplier shall ensure a sufficient number of first-aid kits during the Performance of its activities at its workplaces in SE premises and ensure a sufficient number (at minimum, though, 10%) of professional persons trained for providing first aid.
- 6.1.7. The Supplier is obliged to fulfil duties connected with occurrence of incidents (accidents, fire, emergencies, near misses, first aid, etc.) toward competent public authorities and to report to them, as well as to SE, the occurrence of all incidents immediately (within 30 minutes) for the purposes of objective investigation and adopting preventive measures. The Supplier is obliged to notify SE of any injury occurring during the execution of activities under the Contract, whatever the outcome of the accident, and subsequently to provide SE with information, including a detailed description of the incident. The Supplier is obliged to investigate these accidents, and provide the results of the investigation to SE, together with measures adopted on the side of the Supplier, and this no later than 10 days from the accident occurring.
- 6.1.8. In the case of an injury, if the injured worker could not be tested for alcohol, the Supplier is obliged to carry out such test at the earliest opportunity (breath test, blood test for the purpose of ascertaining the presence of alcohol). A record of the test shall be immediately submitted to SE.
- 6.1.9. The Supplier is obliged, at the request of SE, to process and submit to SE technological procedures, safe work procedures, a risk assessment document for the work activities performed, and work schedules, depending on the nature of the Performance.
- 6.1.10. The Supplier is obliged to inform SE in advance of changes in the technology for performing the Performance and of changes in the documentation referred to in the previous point.
- 6.1.11. The Supplier undertakes not to use any materials and articles containing asbestos in the course of Performance under this Contract. If asbestos is found in the assigned work area or if there are grounds to suspect its presence, the Supplier shall be obliged to stop work and notify the competent supervisor, so as to ensure compliance with the correct procedure.
- 6.1.12. The Supplier shall equip its personnel with the necessary PPE and ensure it is used. The minimum equipment of the personnel with PPE comprises (i) protective helmet with fixing strap

pursuant to EN 397, (ii) protective glasses pursuant to EN 166, EN 170, (iii) safety shoes pursuant to STN EN ISO 20345 in version at least S3, or S1P and (iv) working clothes (on external construction site equipped with reflective components, or also a reflective vest), in technological areas in antistatic version complying with the requirements of EN 1149-5. If it is necessary to comply with requirements for other prescribed PPE in order to perform the working activities, the Supplier shall ensure such PPE is assigned and used beyond the minimum requirements from SE. The obligation to use the minimum PPE applies to technological areas and construction sites of SE.

6.2. Safety management system

- 6.2.1. This clause applies to a Supplier in the event that the requirements for the Supplier or a part of the Supplier's qualification contained a requirement for a health & safety management system that functionally covers the principles and requirements in compliance with the ISO 45001 or equivalent standard/guideline.
- 6.2.2. Depending on the nature of the Performance and related activities, the Supplier is obliged to have a functional health & safety management system in place corresponding to the ISO 45001 requirements or equivalent standard/guideline, which shall be demonstrated upon SE's request during the effective period of the Contract by:
- a) a valid confirmation on the Performance of an audit of its health and safety management system by SE (pursuant to clause below) or it shall ask SE for an audit, or
 - b) valid certificate issued by an accredited certification company, or
 - c) a documented description of its safety management system.
- 6.2.3. SE is authorized to carry out an audit of a safety management system at the Supplier during the term of the Contract.
- 6.2.4. In such case, the Supplier is obliged to allow the technically competent SE staff or technical competent staff of another organisation to carry out an audit of the safety management system.
- 6.2.5. If the Supplier is a natural person who personally implements the subject of the Contract, the obligation to have a safety management system in place during the Performance of the Contract does not apply to them.



6.3. Contractual penalties and sanctions

6.3.1. Za For demonstrable breach of contractual obligations or legal regulations and rules in the field of OHS and FP by the Supplier, SE may apply a contractual penalty to the Supplier. For each breach of obligation, a rate will be applied according to the number of breaches that occurred during the 12 months prior to the given breach.

- a) contractual penalty at Rate A for each individual case, if the violation **is not** classified as category I., II. or III. within the meaning of the Indicative List forming Annex No. 1,
- b) contractual penalty at Rate B for each individual case if the violation is classified as **Category I** (serious) within the meaning of the Indicative List forming Annex No.1,
- c) contractual penalty at Rate C for each individual case if the violation is classified as **Category II.** (very serious) or **Category III.** (extremely serious) within the meaning of the Indicative List forming Annex No. 1.

When counting the number of violations, more serious violations of a higher category are counted in the number of violations when determining the rate for a less serious violation of a lower category.

Number of violations	1x	2x	3x and more
Rate A	500 €	1 000 €	1 500 €
Rate B	1 000 €	1 500 €	2 000 €
Rate C	1 500 €	2 500 €	5 000 €

6.3.2. In the case of repeated breach of OHS and FP rules by the same person of the Supplier's Personnel or in case of occurrence of a very serious violation or an extremely serious violation present in the Indicative List included, which forms Annex No. 1 SE is entitled to remove this person from SE premises and this person will be included in the database of undesirable persons with entry banned for the whole Contract term, at maximum for the period of 12 months.

6.3.3. In the case that the Supplier breaches contractual obligations or legal regulations and rules in the field of OHS and FP, resulting in:

- a) an registered accident at work of a member of SE's personnel, the Supplier's Personnel or of a third party, SE may claim a contractual penalty from the Supplier in the amount of **1% of the Price**, though not less than

EUR 5 000 per each case,

- b) an fatal accident at work of SE's personnel, the Supplier's Personnel or a third party's Personnel, or a serious accident at work of SE's personnel, the Supplier's Personnel or a third party, SE may claim a contractual penalty from the Supplier in the amount of **2% of the Price**, though not less than **EUR 33 000** per each case.

7. Environmental Protection

7.1. Handling Chemical Substances and Chemical Mixtures

7.1.1. Sufficiently in advance of commencing Performance of the subject matter of the Contract (min. 14 days before the start of Performance), the Supplier is obliged to submit to the SE Contract Manager, or to a person authorised by him, a list of CS and CM to be used in its activity on SE premises under this Contract. Along with the CS and CM to be used, the Supplier is obliged to submit the Safety Data Sheet („SDS”), the presence of which must also be ensured at the Supplier's workplace. The SDS must be in Slovak. At SE's request, the Supplier is also obliged to submit the technical certificate of the CS and CM, user manual and technological process for working with the respective CS and CM.

7.1.2. The Supplier may only use the CS and CM found in the list of CS and CM approved for use at SE. The list of CS and CM approved for use at SE shall be provided on request to the Supplier by the SE's Contract Manager, or a person authorised by him. The Supplier is entitled to ask for approval and addition of the CS and CM used in the aforementioned list only via the SE technical supervisor or the SE Contract Manager, who shall proceed pursuant to the internal managing regulation for chemicals management. For this purpose, the Supplier is obliged, in addition to the SDS, to provide SE with further additional data in order to document the selected critical CS and CM parameters.

7.1.3. SE is entitled not to approve the use of the Supplier's CS and CM, if there is a suitable equivalent exists or if there is a risk that its use may endanger the environment or technology.

7.1.4. The packaging of all CS and CM used by the Supplier must be marked with a label pursuant to Contract in Slovak in compliance with applicable legislation.



- 7.1.5. If the Supplier uses CS and CM other than agreed, or the packaging thereof does not contain a label pursuant to Contract, SE shall be entitled to interrupt or completely suspend the Supplier's contractual Performance.

7.2. Waste management and other treatment

- 7.2.1. The Supplier is obliged to:

- (i) When executing Performances related to waste generation, follow the instructions of the relevant SE technical supervision in accordance with the internal management regulations applicable to the waste area at the relevant SE plant, which were made available to the Supplier;
- (ii) use the waste collection areas allocated to it by SE (relevant technical supervision of SE);

- 7.2.2. In connection with the implementation of the Performance, the Supplier is obliged to allow qualified SE personnel (SE's environmental department and technical supervision) to inspect waste management in order to verify the correctness of the procedures used.

7.3. Environmental management system

- 7.3.1. This clause applies to the Supplier in case that the requirements for the Supplier or a part of the Supplier's qualification contained a requirement for a functional environmental management system according to ISO 14001 or equivalent standard/guideline.

- 7.3.2. Depending on the nature of the Performance and related activities, the Supplier is obliged to have a functional environmental management system corresponding to the ISO 14001 requirements or equivalent standard/guideline, which shall be demonstrated at SE's request during the effective period of the Contract by:

- a) a valid confirmation of the Performance of an audit of its environmental management system by SE (pursuant to clause below) or it shall request SE for an audit, or
- b) a valid certificate issued by an accredited certification company, or
- c) a documented description of its environmental management system.

- 7.3.3. SE is authorized to conduct an audit of the Supplier's environmental management system during the term of the Contract.

- 7.3.4. In such a case, the Supplier is obliged to allow the professionally qualified personnel of SE or professionally qualified personnel of another

organization to conduct an audit of the environmental management system on its behalf.

- 7.3.5. If the Supplier is a natural person who personally implements the subject of the Contract, the obligation to have an environmental management system in place during the Performance of the Contract does not apply to them.

7.4. Contractual penalties and sanctions

- 7.4.1. For a failure to report a fire, accident or an extraordinary event with an environmental impact SE may claim The contractual penalty from the Supplier in the amount of **EUR 2 000** per each case.

- 7.4.2. V In the case of a breach of applicable legal environmental regulations at the SE's premises by the Supplier's Personnel, SE may claim a contractual penalty from the Supplier in the amount of **EUR 2 000** per each case.

- 7.4.3. In the case of a breach of waste management obligations as set out in clause 7.2, SE shall be entitled to claim from the Supplier a contractual penalty of **EUR 1 500** per each case.

ANNEX 1

Indicative list of serious, very serious and extremely serious breaches of occupational safety

Category	Breach	Severity
Accident and inci-dent reporting	Failure to notify SE (within 3 hours from the event) of an accident resulting in death or grievous bodily harm, or any injuries relating to electrical accidents or accidents due to a fall from height, or into depth irrespective of the prognosis.	III.
	Failure to notify SE (within 3 hours from the event) of registered accidents or recorded accidents.	II.
	Failure to notify SE without any delay (at latest within 30 minutes) of the occurrence of an accident or dangerous incident.	I.
General provisions	Failure to attend coordination meetings (if mandatory according to OHS regulations or SE procedures).	I.
	Failure to appoint/identify a Works Manager.	II.
	Failure to appoint or perform the activity of the safety safety technician in accordance with the requirements of SE	II.
	Insufficient or absent control or supervision of the performed work.	II.
	Failure to perform "Pre-work check" (if applicable).	II.
	Employment or use of personnel not notified to SE or not approved by SE.	III.
	Employment or use of personnel without professional profiles / qualification / training required for performing the activities or without required health capacity in compliance with OHS and FP regulations and SE rules and requirements (such as works on electrical installations, works in confined spaces, works at height, underwater works).	III.
	Start of activities before obtaining authorisation from SE.	III.
	Use of special vehicles/machinery/equipment not in compliance with applicable regulations and technical standards.	II.
	Use of special vehicles/machineries/equipment not previously declared to SE (e.g. loads hoisting/lifting equipment, bucket truck).	II.
	Unauthorised use of special vehicles/machinery/equipment owned by SE.	II.
	Lack of relevant documentation to certify controls/tests on the Supplier's special vehicles/machinery/equipment, used during works for SE, according to OHS regulations.	II.
	Failure to respect regulations relevant to Traffic Code.	II.
	Use of tools, equipment, machines, and chemical substances whose use has not been approved by SE or is non-compliant with technical standards and legislative requirements.	III.
	Handling of scaffolding / temporary structures / protective measures belonging to SE or other Suppliers.	III.

	Failure to use temporary equipment and fencing on construction site and insufficient maintenance thereof.	I.
	Lack of Suppliers' procedures related to activities important for safety to be executed (e.g. absent safe work procedures, technological procedures).	II.
	Insufficient or absent documentation necessary for OHS and FP inspections as prescribed by SE or legislation.	I.
	Failure to comply with and observe SE emergency plans and procedures	II.
	Failure to use PPE or the use of PPE that are non-compliant with OHS standards or damaged (e.g. CE conformity marking relevant to European Community).	I.
	Failure to mark out the workplace with signage or to place adequate barriers to fence/enclose the area where necessary.	II.
	Deficiencies in arrangements for work at the open reactor or other open technology and in foreign material exclusion (FME).	I.
	Failure to respect the safety and health labelling, instructions, and prohibitions.	I.
	Missing/incorrect/incomplete safety signage.	I.
	Use of working equipment, the technical condition or version of which does not comply with safety regulations.	II.
	Inadequate arrangement / storage of materials at the construction/workplace of maintenance sites and power plant.	I.
	Failure to keep order and cleanness at the construction/workplace and other SE premises used.	I.
	Lack of adequate measures concerning emergency management.	II.
	Damage to SE property.	II.
Electrical risks	In case of live working, failure to apply / incorrect application / incomplete application of relevant OHS procedures.	III.
	Failure to use PPE and Collective Protective Equipment for electrical risks.	III.
	Use of PPE and Collective Protective Equipment for electrical risks not compliant with OHS regulations.	III.
	In case of works on live electric equipment, the use of equipment owned by the Supplier that is unchecked and uninspected (by the persons responsible for the given field).	III.
	In case of works with live electric equipment, insufficient checking (by the persons responsible for the area in question) of work equipment owned by the Supplier and non-existence of valid certificates.	III.
	Non-compliance / incomplete compliance with other OHS regulations and SE regulations regarding prevention of electrical hazards.	II.
	Insufficient earthing and protection of manual tools used at the workplace.	III.
Work at heights and above free depth	Failure to use PPE and Collective Protection against falls from height and into free depth.	III.
	Use of PPE and Collective Protection against falls from height and into free depth not in accordance with OHS regulations.	III.
	Non-compliance / incomplete compliance with other OHS regulations relevant to work at heights.	III.

Mechanical load lifting	Incorrect use of load-lifting equipment / use of incorrect procedures for load lifting.	II.
	Lack of procedures for load-lifting operations by mechanical equipment.	II.
Works with exposure to chemical risks	<i>CARCINOGENIC – MUTAGENIC – ACUTE TOXIC SUBSTANCES</i>	
	Failure to notify SE of bringing such chemicals into SE sites.	III.
	Non-compliance / incomplete compliance with OHS regulations and SE regulations regarding labelling and safety data sheet in handling, transporting, using, and storing chemicals.	II.
	Deficiencies and breaches of rules regarding works with a risk of exposure to dust from asbestos or from materials containing asbestos.	II.
	<i>OTHER CHEMICALS</i>	
	Failure to notify SE of bringing such chemicals into SE sites.	II.
	Non-compliance / incomplete compliance with OHS regulations and SE provisions regarding labelling and safety data sheet in handling, transporting, using, and storing chemicals.	I.
Physical factors	Failure to implement protective measures at works with exposure to physical factors.	II.
Fire protection and works with increased danger of fire / explosion	Deficiencies and breaches of rules regarding fire protection (legal regulations and SE internal regulations).	II.
	Non-compliance / incomplete compliance with FP regulations and SE regulations on protection measures in explosive atmosphere (ATEX).	III.
	Works performed not in compliance with OHS regulations and SE regulations regarding works with increased danger of fire.	II.
Excavations	Absent / insufficient measures for ensuring OHS related to excavations.	II.
Work in confined places	Absent / insufficient measures for ensuring OHS at works in confined spaces.	III.
Works above water/with hydraulic risk	Works performed not in compliance with OHS regulations and SE provisions concerning risks related to works above water.	II.
	Works performed not in compliance with OHS regulations and SE provisions concerning hydraulic risk.	III.
Underwater work	Works performed not in compliance with OHS regulations and SE provisions concerning works under water.	III.

Explanatory notes:

III.	Extremely serious violation
II.	Very serious violation
I.	Serious violation