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## HEALTH AND SAFETY PROTOCOL

Signed today ..... between **ROMCIM S.A., Elpreco S.A., Ferrobeton Romania S.R.L., Bauelemente S.R.L., SAPPHIRE ENERGY S.R.L.**, represented by ..... – Director, as the beneficiary and ..... represented by ..... – Administrator, as the contractor, regarding the obligations and responsibilities of both parties, for the activities performed at the beneficiary's location.

Considering the provisions of Law No 319/2006 on health and safety at work, as well as the "Methodological rules for the application of the provisions of Law No 319/2006 on safety and health at work", *as modified and supplemented subsequently*, the following shall be established:

### A. OBLIGATIONS OF THE CONTRACTOR

#### 1. Execution of works

- a) The contractor is obliged to report to the health and safety department / location manager together with all the participants in the work, and / or with any other newly added person to the team (either own staff or subcontracted), in order to inform them about the general and specific rules of health and safety at work within the plant / site / location.
- b) Before starting the works, the contractor is obliged to notify the the beneficiary in writing if during the works he will use subcontractor personnel and must have the beneficiary's consent in this regard.
- c) Throughout the works, the contractor will be fully responsible for the work carried out by the subcontractor.
- d) Before starting the works, the contractor has the obligation to communicate to the HS department/location manager, in writing, the name of the person designated as responsible for the safety and health at work of all the contractor and/or subcontractor personnel (RSC), who will have the obligation to be present on the beneficiary's website throughout the works. The name RSC must also appear in the work methodology/ own prevention plan and on the risk analysis.
- e) Prior to starting the works, the contractor will contact the person responsible for the work and the work will start only with his written approval in the form of – **Risk analysis**.

- f) The contractor must review the Task Specification provided by the beneficiary, analyze the technical documentation and to draw up its own working methodology (as the executor) adapted to the specific nature of the work to be performed, from a work health and safety perspective and, if necessary, to object in accordance with the legal provisions.
- g) The contractor must comply with the provisions contained in the occupational health and safety legislation, as well as the requirements outlined in the technical documentation, in the Task Specification document and in the working methodology, regarding the execution of the main and auxiliary works.
- h) The contractor must execute all works provided in the technical documentation, the Task Specification document, to ensure that the subsequent operation of the installations will be done in proper health and safety conditions, and to notify the beneficiary and/or the designer, in writing when he finds that the proposed measures are insufficient or inappropriate, to make proposals for resolution and to ask them for the necessary approvals, before their implementation.
- i) The contractor must ask the beneficiary that the architect would provide technical assistance in addressing work safety issues, in special cases that would appear in the execution of works.
- j) The contractor must rectify any deficiencies found during the inspection of the work performed.
- k) The contractor's personnel is prohibited to intervene in the beneficiary's operational machinery and installations, both the working area and outside it.
- l) The contractor's personnel are prohibited from accessing other areas of the beneficiary's premises and / or areas of other companies, that have no direct connection with the execution of the contracted works.
- m) The contractor must provide adequate technical assistance with regards to the occupational health and safety and Fire Protection, controls and compels subordinated personnel to apply the provisions of **THE PROTOCOL** and all the other instructions that were reviewed in occupational safety and health trainings.
- n) Ensure adequate protective equipment in a timely manner, depending on the risks of the activity, to the personnel participating in the work, in accordance with **the provisions of GD no. 1048/2006. The protective equipment shall be visible and reflective**, with the contractor's logo.
- o) The contractor undertakes that, when handing over the works, to dismantle the temporary construction site installations that were used during the work, including to hand over clean the area where he worked. Responsible for all work safety measures within the perimeter of temporary construction sites.
- p) Material waste resulting during and at the end of the work will be stored in specially designated places indicated by the beneficiary. If hazardous waste results from the execution of the works, they will be managed by the contractor.
- q) Not to connect to (electricity, drinking water, heat, compressed air, etc.) except with the written approval of the beneficiary, by validating the working technology. The connection will be made by the beneficiary at the request of the contractor.
- r) Any excavations in the perimeter of the beneficiary will be made only after consultation with him and only after obtaining his written approval.
- s) The contractor has the obligation to remove, from the area where he works, the beneficiary's staff that has no connection with the works he performs.
- t) The contractor assumes full responsibility for situations where parts of the metal and construction structure he works on (executing works) may give up and could cause accidents, damage or fires.

- u) The contractor shall take measures to enclose the working area and to warn of the dangers existing in that area, by means of safety signs.
- v) It shall comply with the occupational safety and health instructions relating to the machinery it operates.
- w) The contractor is not allowed to use the beneficiary's staff for the works he performs, even occasionally or temporarily. The contractor is not allowed to use machine tools, SDVs or other installations of the beneficiary without his written approval, by validating the work methodology / handover protocol.
- x) For situations of malfunctions for large-sized / heavy equipment, when their towing is difficult to achieve, site interventions are carried out only with the approval of the location management and taking preventive measures on the HS / ES / environment line.
- y) The contractor will instruct his own staff that in the necessary of travels through the beneficiary's areas not to use his means of transport (cars, electro cars, trains, etc.), not to cause accidents, damages, fires or other events.
- z) Lifting installations' maneuvers shall be carried out by ISCIR authorized personnel, in accordance with the ISCIR Prescriptions, and **with the contractor's own Instructions**, with maximum care in order to avoid damage to machinery in the area where these maneuvers are being carried out or to lead to injury to personnel in the area. In order to use the lifting installations belonging to the beneficiary, RSVTI must take into account the operators.
- aa) To ensure compliance with the provisions of **Law 307/2006**; Order on NG 163/2007 and Order 712/2005 throughout the plant, by its own staff.
- bb) To request the issuance of a **Fire Work Permit** for works and places with imminent fire danger, endorsed by the authorized person on behalf of the beneficiary.
- cc) The contractor is obliged to additionally train the personnel performing activities at height in accordance with **their own instructions**, in order to avoid falls from height. To use only staff able to work at height, with occupational health medical visa. The equipment used by the contractor for working at height must comply with the legal requirements for safe working. It will also comply with the beneficiary's requirements, communicated through the tender specifications.
- dd) The contractor is obliged to train the personnel carrying out work on electrical installations and / or welding in accordance with **the provisions of its own instructions - the use of electricity and its own instructions - for welding, oxygen and acetylene use**.
- ee) The contractor shall take measures to enclose the working area in which he/she carries out his/her activity (and/or works) and to warn of the dangers existing in that area by: warning boards and signs, complying with the minimum requirements for safety and/or health signs at the workplace in accordance with **GD No 971/2006**.
- ff) The contractor will keep in constant contact with the staff who are responsible from the beneficiary of the work. If the beneficiary's staff travels to the work area of the contractor in the interest of the service, they will be warned of the dangers specific to the area.

## 2. Training / Personal Authorization

- a) The contractor has the obligation to execute the works contracted with qualified personnel for the job performed and to have an employment contract registered with the Territorial Labor Inspectorate.

- b) The contractor will keep at the workstation an attendance book in which the names of the persons working on the construction site on that day will be entered daily. The register will be made available to the beneficiary, upon request, for consultation.
- c) The contractor is responsible for training in the field of occupational safety and health of his own staff, acquiring and complying with the rules of Occupational Safety and Health and the provisions of this Protocol by the staff participating in the works, to prove the training of his own staff. He/she is responsible for training his/her staff for the risks specific to the contracted activity.
- d) The contractor is responsible for the authorization of its own machinery and machinery drivers, as well as other functions provided for in R2/2010 (lifts) and R1/2010 (lifting equipment), R3/2010 (movement transmission elements and load-binding elements), CR8/2009 (personnel authorization) and other specific regulations.
- e) The contractor is responsible and has the obligation to use personnel that is medically fit for the professions practiced in the contracted work - provided by the occupational medicine doctor: works at height, works in enclosed spaces, night work / work in isolation, etc.
- f) The contractor undertakes to provide, by written declaration, proof of active health surveillance of the personnel participating in the contracted work (annual periodic medical check-up, medical examination specific to work at height, work in isolation) the declaration will be submitted to the beneficiary upon signing the protocol. To present in writing to the beneficiary, its occupational safety and health policy and a history of its performance in the field of occupational safety and health.
- g) If the contractor uses other subcontractors for the contracted work, he has the obligation to declare them, and to assume responsibilities in the field of occupational safety and health as well as for his own staff.
- h) The contractor will ensure the knowledge and compliance with this PROTOCOL by the possible companies contracted by him to carry out the works provided for in the contract – by concluding a similar protocol.
- i) The contractor will train his staff to respect the meaning of security signs and signs in the working area.
- j) The contractor will process the security information received from the beneficiary for its own staff.

### 3. Special Events Reporting

- a) The contractor will immediately inform the beneficiary of any technical or safety events (incidents, near accidents, accidents) that have occurred in its working area – on the beneficiary's territory.

### 4. Protective equipment / Means of protection

- a) Ensure adequate and timely protective equipment, depending on the risks of the activity, to the personnel participating in the work in accordance with the provisions of **GD no. 1048 / 2006. The protective equipment will be visible and reflective with the company's insignia.**
- b) The contractor will provide personal protective equipment to all staff, minimum mandatory: **protective helmet, visible and reflective overalls/suit or reflective vest over overalls, protective footwear with metal/composite toecap, of S3 category according to EN ISO**

**20345:2011 standard, which also protects the ankles (boots, not shoes), protective glasses.**  
***The permanent use of four-point helmet straps is mandatory for all personnel in the location.***

- c) All mobile equipment belonging to the contractor will be equipped with safety belts and use will be mandatory throughout the beneficiary's territory. If the contractor uses cars of higher weight (over 3.5 tons) the driver will necessarily wear the reflective vest.
- d) The contractor will provide individual means of protection corresponding to the risks identified for the works he performs (acoustic insulation, respirator, protective gloves, harness safety belts, specific equipment for welding works, etc.).
- e) Workers of permanent contractors with less than 1 year of experience at the site will use **blue (Cement) / green (Prefabricated, Aggregates, Concrete) helmets**.
- f) The contractor shall prohibit his own personnel from wearing personal protective equipment (helmet, overalls) inscribed with the logo of the beneficiary or of a company other than that of the contractor.

## **5. Work tools and devices**

- a) The contractor is not allowed to use unapproved tools and devices.
- b) The maneuvers with the lifting installations will be made according to the ISCIR Prescriptions (R2/2010, R1/2010, R3/2010, CR8/2009), by authorized ISCIR personnel with maximum care so that the load existing in the crane hook does not damage the machines in the area where these maneuvers are performed or lead to the injury of the personnel in the area.
- c) The contractor is not allowed to use machine tools, SDVs or other installations of the beneficiary without his prior written approval.

## **6. Electro security**

- a) Electrical installations used by the contractor for various own utilities will be executed and provided in accordance with the rules and energy prescriptions in force so as to prevent electrocution by direct and indirect touch.
- b) If necessary, for the interruption of the electricity supply and its subsequent restarting, the contractor will request this from the beneficiary – the person responsible for the work on behalf of the beneficiary – the start of the work will be made only after obtaining the written agreement from the beneficiary on the interruption of the electricity supply and its subsequent restarting.
- c) The contractor is not allowed to connect to electricity sources without notifying the beneficiary. The connection will be made by the beneficiary.

## **7. Insulation of energies**

"Insulation of energies" refers to preventive measures to eliminate/reduce the dangers posed by the uncontrolled release of different types of energies: kinetic (generated by motion) and potential (stored, which can become kinetic).

**The basic rule is: a person – an energy source – a lock.**

The contractor has the following obligations related to the insurance of preventive measures:

- a) Each employee of the contractor must have two personal and personalized padlocks (the padlock will be labeled with the company name, employee name and phone number) with one key. The employee will always have the locks on him.
- b) The contractor will train his/her staff, in addition to the training carried out in the factory/workstation (regularly, whenever necessary), on how to achieve 'energy insulation'.
- c) The physical insulation of the energies (with the application of the padlock) by the contractor's personnel will be done in compliance with the beneficiary's rules, the contractor being responsible for their correct implementation.

The person responsible for the work/activity on the part of the contractor or the person in charge of coordinating the work/activity must be nominated in writing, by managerial decision, and be professionally fit to understand, train, and coordinate the work/activity in compliance with the requirements of "energy insulation".

## **8. Emergency situations**

- a) The contractor undertakes to comply with the Emergency Situations Norms regarding the use of materials with fire and explosion hazards they use (oxygen tubes, etc.), so that they do not hinder the movement on the territory of the factory / location, intervention in case of accidents, fires and natural disasters and do not cause or endanger human lives and installations. It will require the beneficiary to indicate the places where the storage of materials with fire and explosion hazard can be made.
- b) The contractor is obliged to train his own staff in relation to the use of fire-fighting means and devices.
- c) Ensure appropriate working conditions in terms of Fire Protection.
- d) The contractor is obliged not to perform works with open fire, in areas with fire or explosion hazard, without a fire work permit issued by the beneficiary.
- e) The contractor is obliged to immediately notify any fire or any situation that could generate a fire to the Responsible for the work. In case of fire, the contractor is obliged to take the first measures to alarm, evacuate, extinguish and remove the materials in the area.
- f) The contractor is obliged to keep free the access and evacuation routes from buildings and industrial constructions.

## **9. Movement in the factory/workstation**

- a) The access of the contractor's personnel and equipment will be made according to the beneficiary's access procedure, made available through the Procurement Department / HS / Location Manager.
- b) It is forbidden to move the contractor's personnel to other areas of the beneficiary, areas that have no direct connection with the execution of the contracted works.
- c) Also, during the execution of the works, it is obliged not to hinder the movement of other means of transport or equipment of the beneficiary or other contractors or to make it difficult to carry out other works.
- d) The movement of the means of transport in the factory / working point will be done according to the existing road signs. It is forbidden to use means of transport and equipment that are not technically suitable (defects in braking, signaling, lighting, etc.) and/or without authorized technical verification; or their use by unauthorized persons. The provider is responsible for the

authorization of machinery and machinery drivers, as well as other functions provided in R1/2010 and CR8/2009 and other specific regulations.

- e) The contractor will instruct his own staff that in the necessary travels through the beneficiary's areas not to use his means of transport (cars, electro cars, trains, etc.), not to cause accidents, damages, fires or other events.
- f) The movement of the contractor's motor vehicles or other means of transport and lifting shall respect the established route. The worker personnel belonging to the contractor will respect exactly the routes to the workstations and from the workstations.
- g) If the beneficiary's staff travels to the contractor's work area, in the interest of the service, they will be warned of possible dangers.
- h) The contractor is obliged to provide means of transport to and from the workplace for his own staff.

It is mandatory to wear a seatbelt while moving vehicles on site, it is forbidden to talk on the mobile phone.

## **10. Collaboration**

- a) The contractor will keep in permanent contact with the Responsible for the work on behalf of beneficiary and will have a person designated to coordinate works / activities.

## **B.BENEFICIARY'S OBLIGATIONS**

### **1. Execution of works**

- a) The beneficiary undertakes to make the plans for the hidden works (pipes, electrical cables, etc.) available to the contractor in order not to be damaged and not to cause accidents during the execution of the works.
- b) The beneficiary is obligated to accept the works with consideration for work safety, by informing the contractor, in due time, of all the deficiencies found, in order to remedy them by the contractor.

### **2. Training**

- a) The beneficiary shall inform the newly introduced persons to the location, regarding the general rules of health and safety at work / Fire Protection within the location, the general risks of the location and specific to the work, the contracted activity.
- b) The beneficiary shall inform the contractor of the dangers in the working areas.
- c) The beneficiary, through the Occupational Safety and Health Representative, may request evidence of training of the contractor's personnel.
- d) At the request of the contractor, the beneficiary may make available for information its own safety instructions, working procedures, norms and normative acts on safety and health at work.

### **3. Protective equipment / Means of protection**

- a) The beneficiary may temporarily interrupt the activity of the contractor when it finds the improper use of equipment and protective means, or their non-use.

- b) The beneficiary draws up Inspection notes (Annex 10 for HSALL01 procedure Management consequences) for deficiencies in safety and health at work, found by the contractor during the activity in the area of responsibility (perimeter, premises) of the beneficiary.

#### **4. Tools, tools, working devices**

- a) The beneficiary may make available to the contractor, at his request, tools, devices, working tools, based on a handover protocol and only with the written approval of the maintenance manager or his/her replacement / the person responsible for the work.
- b) The beneficiary, through the ISCIR manager, may verify compliance with the correct operation of the lifting installations used by the contractor and belonging to the beneficiary.

#### **5. Electro security**

- a) The beneficiary, at the request of the contractor, will perform the the interruption and restarting of the electricity supply maneuvers after recording in the maneuver register (removing and re-energizing).
- b) The beneficiary is obliged, at the request of the contractor, to provide the connection points of the contractor's electrical tools and devices to the energy sources.

#### **6. Fire protection**

- a) At the request of the contractor, the beneficiary shall indicate the places where materials with fire and explosion hazards can be stored, so that human lives and installations will not be endangered.
- b) The beneficiary issues the Fire Work Permit for works in areas posing a fire and / or explosion hazard.

#### **7. Movement in factory/workstation**

- a) The beneficiary will mark the exact area allowed for car and pedestrian traffic within the company.
- b) It is prohibited for the beneficiary's personnel to move and enter in the work areas of the contractor (enclosed and signaled) unless such personnel have duties in these areas.

#### **8. Collaboration**

- a) The beneficiary, through the HS representative, Site manager, the designated work responsible officer and through all services, will follow up on compliance with this Protocol.
- b) The contact person, through which the collaboration with the contractor is ensured, is the Responsible for the work.

### **C. COMMUNICATION, RESEARCH, EVENT RECORDING**

- a) Communication of events – is the procedure by which the employer communicates the occurrence of an event, immediately, but no later than 24 hours after the occurrence of the event, to the authorities referred to in Article 27(1) of Law 319/2006 to the TLI on whose territory it occurred.
- b) If workers of other employers are among the victims of the event, the event shall also be communicated to their employers by the employer in whose territory the event occurred."
- c) Accidents at work, which may occur during the execution of the contracted works, will be investigated in accordance with the provisions of the "CAP. VII Methodological Norm for the application of Law No 319/2006 and subsequent amendments".
- d) The investigation of events that cause temporary incapacity for work shall be carried out by the employer with which the victim is employed.
- e) If victims with different employers are involved in the event, the investigation commission, appointed by the employer on whose territory the event occurred, will be made up of representatives of all employers of the victims of the event.
- f) Registration of accidents will be done as follows:
  - to the Beneficiary, if the accident was caused by deficiencies attributable to him, regardless of the affiliation of the injured person;
  - at the Supplier, if the accident was caused by deficiencies attributable to him, regardless of the affiliation of the injured person;
  - to the employer of the person responsible for the accident, if it was caused by other causes than those above;
  - the accident at work is recorded by the employer where the victim is employed or, as the case may be, by the employer responsible for the management and/or organization of the activity that resulted in the accident, according to the conclusions of the research;
  - the work accident occurred in the area of responsibility of one of the parties, in case of joint works, shall be registered by the party responsible for the management and / or organization of the activity in the area where the accident occurred;
  - the work accident produced as a result of the entry of the employee of one party, without having work tasks in this respect at the workplaces / work equipment of the other party, shall be registered by the unit where the employee is employed;
  - the traffic accident is registered by the employer with which the victim is employed or, as the case may be, by the employer responsible for the management and/or organization of the activity that resulted in the accident, according to the conclusions of the research.
  - In situations where the parties do not agree with the conditions set out in the accident investigation report or its registration measure, in accordance with the provisions of Article 137 of the Methodological Norms for the application of the Occupational Safety and Health Law no. 319/2006, the Territorial Labor Inspectorate of the county where the accident occurred will be called for resolution.

In the event of an accident, regardless of where the injured person is employed, first aid and transportation to the first sanitary point will be provided from both units.

#### **D. THE GREEN/YELLOW/RED CARD SYSTEM**

a) The green/yellow/red card system establishes the rules and the formal framework by which the Company encourages and recognizes positive behaviors and transparently treats the consequences of non-compliance with HS rules by both its own employees and contractors.

b) The scoring system:

**Green Card - Awarding Report**

- Generating Ideas for Improvement in OSH
- Implementation of the action plans in advance of the set deadline
- Degree of safety in the working area
- Feedback received from teammates / from the area and / or from the rest of the factory on initiatives, OSH behavior.

**Yellow card 1 point – Minimum risk** – those which may generate: incidents without injuries (almost accidents), light accidents (bone displacements, bumps, slips, mild eye or airways irritation, airways, ENT, abrasions / injuries in the limbs, etc.). The following examples **are non-exhaustive**:

- Not wearing mandatory PPE according to CRH standards, (helmet with a 4-point securing system, goggles, reflective protective clothing, reinforced toe boots).
- Failure to wear specialized PPE in areas appropriately marked with OSH signs for additional risks (sound insulation, protective mask, protective gloves, goggle glasses, etc.).
- Use of damaged PPE (frosted goggles, complex safety belt with damaged elements, torn protective boots, etc.).
- Failure to use the hand on the handrails on stairways equipped with handrails.
- Failure to comply with the speed of movement of vehicles when moving inside the factory / workstation.
- Failure to use the car's safety belt when moving inside the factory / workstation.
- Failure to provide appropriate PPE by the person responsible.
- Non-compliance with marked/signaled traffic routes.
- Unauthorized entry into designated and marked work areas (other than those regulated by the Cardinal Rules).
- Smoking in prohibited and/or non-designated areas that present a reduced risk of fire.
- Detection of alcohol/drug consumption according to the thresholds established by the Alcohol and Drugs Procedure.

**Yellow card 2 points – Medium risk** – those that may give rise to: accidents that will stop the work, create a temporary inability to work (sprains, fractures, burns, etc.). The following examples **are non-exhaustive**:

- Failure to comply with the risk analysis procedure (responsible for the work, team leader Company / contractor).
- Failure to implement the measures stipulated in the fire work permit.
- Use of tools and work equipment without protective guards.
- Use of technically unsuitable appliances, tools and devices.
- Failure to comply with the provisions of the Road Code (speed, compliance with road signs, use of seat belts, use of mobile phones, etc.)
- Failure to comply with the transport rules for persons/materials (other than those regulated by the Cardinal Rules).
- Failure to abide by/ use the acoustic signals of work equipment equipped with such warning systems while in operation.

- Not using protective goggles for activities involving work (equipment cleaning, sampling, etc.) with powder products (cement, ash, lime, etc.).
- Cutting with angle grinder without using protective visor.
- Failure to use the handbrake when parking or stopping motor vehicles and mobile equipment.
- Non-securing of work fronts/work stations at the end of the activity.
- Detection of alcohol/drug consumption according to the thresholds established by the Alcohol and Drugs Procedure.

**Yellow card 3 points – Major risk** – those that may give rise to: Accidents with disability or fatalities.

The following examples **are non-exhaustive**:

- Failure to return the safety devices to correct positions after the intervention has been completed and/or the electrical protection elements have been stamped.
- Non-use of safety sling or safety collar for additional securing of a hose when unloading a bulk cement truck or wagon.
- Failure to use the handbrake when parking or stopping motor vehicles and mobile equipment.
- Failure to inform management immediately (according to the procedure) in the event of a work event (incident, accident, first aid, etc.).
- Use of road or rail vehicles or mobile equipment with serious technical problems jeopardizing traffic safety.
- Physical, verbal aggression (except for drivers/carriers where the offense is classified as a violation of the Cardinal Rule).
- Theft
- Failure to comply with working procedures for enclosed spaces (silos, bunkers, ducts, etc.).
- Improper use and handling of pressure tubes (O<sub>2</sub>; acetylene, etc.);
- Failure to comply with the working procedures in the CF area (handling and traffic safety);
- Failure to comply with working procedures when loading, storing, transporting, handling explosives.
- Failure to comply with the working procedures in the blasting activity with explosives in the quarry perimeter;
- Failure to use the acoustic signal when reversing (mobile equipment);
- Failure to comply with the working at height procedure (other violations than those mentioned as Cardinal Rules).
- Failure to comply with the procedure for insulating hazardous energies: mechanical, electrical, pneumatic, thermal, hydraulic, residual (infringements other than those mentioned as Cardinal Rules).
- Failure to comply with the procedure regarding the management of contractors (responsible for the work Company/Contractor).
- Failure to comply with procedures for working with lifting installations or devices.
- Carrying out activities for tensioning / de-tensioning the equipment by unauthorized persons and without the use of warning systems.
- Failure to comply with the procedure for cleaning, inspecting, and removing the tanks and couplings used in the tensioning process.
- Failure to comply with procedures regarding the storage and loading of products.
- Working under load/handling weights over other people.
- Use of mobile phone while maneuvering the overhead crane (when it is in motion) and other mobile equipment.

- Execution of uncoiling / finishing maneuvers, by positioning under load, without the product being properly secured.
- Knowingly bypassing or avoiding the safety elements of moving installations and equipment (inter-block gates, photocells, optical barriers, emergency stop devices, isolation devices, etc.).
- Use of car safety belt alarm neutralizing devices.
- Handling of mobile equipment by persons not qualified in this respect.
- Smoking in prohibited and/or non-designated areas with a high risk of fire.
- Detection of alcohol/drug consumption according to the thresholds established by the Alcohol and Drugs Procedure.

**Red card** – The following examples ***are non-exhaustive***:

- For violations of the Cardinal Rules of the Company.
- Procedural infringements with significant consequences, causing personal injury or damage to property.

**!NOTE-** The tolerant attitude (lack of response towards a violation when present) towards the violation of OSH rules may be penalized with the same number of points as the identified violation.

c) Disciplinary sanctions towards suppliers, for the deviations mentioned above, are:

No POINTS	PENALIZATION
1/2 points	No penalty, but with follow-up for the next 6 months
3 points	1000 lei penalty, but no more than 10% of the value of the contract & banning the worker's access to the CRH locations for 1 week.
Cumulation 2 – 3 points / employee	Awareness discussion (beneficiary management, contractor management, worker)
Cumulation 4-11 points / supplier	2000 lei penalty, but no more than 10% of the contract value.
Red card	6000 lei penalty, but no more than 10% of the contract value & permanent ban on worker access to CRH locations.

\* Penalty points are valid for 6 (six) months.

d) Scorekeeping/monitoring:

- the points are accounted for by the HS Department;

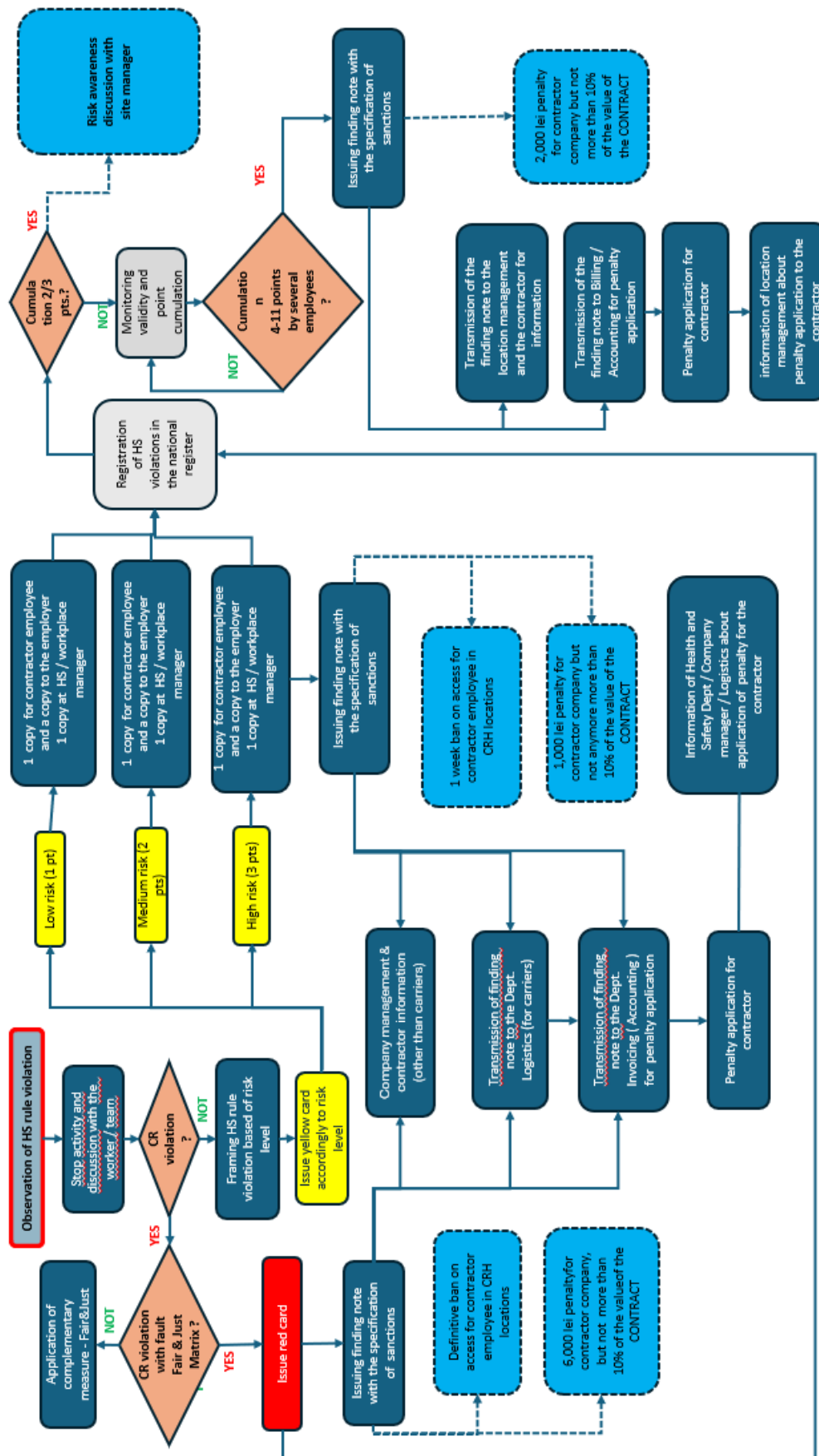
e) In case of contesting the sanction imposed as a result of the accumulation of penalty points, the investigation commission will consist in (when suppliers are involved):

- Supplier responsible;
- Beneficiary department manager that manages managing the supplier;
- HS manager;
- the direct head of the objector;
- In carrying out the research participates also: the person at fault, witness (if applicable).

f) The cards are edited in two self-copying, numbered tabs. The two copies are directed as follows (for an employee of a supplier):

- copy 1 to the person to whom the card was issued;

- copy to the supplier;
- copy 2 at the HS Department;
- if the accumulated score is prescribed, the cards are destroyed;
- If the company receives a penalty following the score accumulated by its own employees, the cards are kept in the file from the HS Department.



## THE CARDINAL RULES

- a) The cardinal rules on occupational safety and health (CR) are defined and applied in order to correct and penalize behaviors that generate risks of serious accidents or major technical problems.
- b) The cardinal rules (CR) should not be interpreted. That is why they will be defined very simply and unequivocally.
- c) Failure to comply with a cardinal rule (CR) entails the immediate cessation of the worker's activity and his prohibition to enter the beneficiary's locations.
- d) **The cardinal rules are the following:**

### **ROMCIM, ELPRECO, SAPPHIRE**

Lockout – failure to apply a personal lock in the process of isolating hazardous energies;

Working at height – failure to comply with the rule of permanent anchoring of the safety belt if there is a risk of falling into the void from a height greater than 1.8 m;

Alcohol consumption at work, working while intoxicated or under the influence of drugs;

Falsification and fictitious completion of occupational safety and health documents;

Use of mobile equipment for transporting people in buckets, ladders and walkways.

### **FERROBETON, BAUELEMENTE**

Lockout – failure to apply a personal lock in the process of isolating hazardous energies;

Working at height – failure to comply with the rule of permanent anchoring of the safety belt if there is a risk of falling into the void from a height greater than 1.8 m;

Operation of overhead cranes by unauthorized personnel;

Consumption of alcohol at work, entering the workplace / working while intoxicated or under the influence of drugs;

Access of persons to the dangerous area of the strands that are in the process of tensioning.

#### **e) Recording of scores/monitoring**

Points are accounted by the HS representative of the location / site.

- f) **The communication with the contracting companies**, the drawing up and transmission of the information documents on the identification of the HS irregularity and the indication of the related penalty shall be carried out in accordance with the provisions of procedure HSALL01\_Consequences Management.

## E. COMMON OBLIGATIONS FOR BOTH PARTIES

- a) Throughout the execution of the works, both the beneficiary and the contractor are required to inform each other about the non-compliance with the provisions of this PROTOCOL, which could cause accidents, fires or damage.
- b) For situations when two or more teams belonging to different contractors work simultaneously in an activity sector, a communication code will be established daily before the start of the activity / works. The communication must be clear and not open to interpretation (see "Risk Analysis" form).
- c) If the beneficiary has to use the access routes inside the work area of the contractor, the responsible for the work on behalf of the beneficiary and the contractor will take all the organizational measures to avoid the disruption of the ongoing activities as well as the necessary measures to prevent the occurrence of work accidents.
- d) It is strictly forbidden to enter the factory / working point under the influence of alcoholic beverages, or to consume them on the premises of the beneficiary, any deviation constitutes a prohibition in the factory / working point.
- e) If the contractor does not comply with the provisions of this PROTOCOL, leading to the emergence of imminent dangers, the beneficiary will stop the activity until the state of danger is eliminated.
- f) Also during the works, the beneficiary has the right to perform safety audits in the contractor's area of activity (VFL-F2F audits) whenever it deems necessary without asking the contractor's consent.
- g) This PROTOCOL will be processed by the staff of both parties with responsibilities in the execution of the works.
- h) This Protocol shall be supplemented with the amendment of the legislation in the field.
- i) This Protocol has been signed in two copies, one for each Party.

BENEFICIARY

.....

MANAGER

.....

CONTRACTOR

.....

MANAGER

.....

- To be signed at site level

## ANNEX: HEALTH AND SAFETY PROTOCOL

For the execution of works of ....., by ..... on the premises of **ROMCIM S.A., Elpreco S.A., Ferrobeton Romania S.R.L., Bauelemente S.R.L, SAPPHIRE ENERGY S.R.L.**

### LOCATION AND DELIMITATION OF SPACE (PLACE) WHERE ACTIVITY WILL BE PROVIDED

(to be filled out with: department, section, working area – specifying the location in the hall, outside the hall, between pillars, etc.)

.....

.

The works will be executed between ..... (including/excluding Saturdays, Sundays, or legal holidays) and the daily work schedule is the following .....

### SPECIAL CONDITIONS IMPOSED BY THE LOCATION FOR THE EXECUTION OF SERVICES

(To be filled out if: the work is carried out in the vicinity of installations, machines operating under pressure, under tension, indicating the distances in the vicinity.

To be filled out if there are operating machinery and installations in the work area, along with the person responsible for turning them on and off.) .....

***The routes of movement for the executing personnel will be specified, if necessary a sketch with them will be attached.***

Location Manager

.....

.....

CONTRACTOR

.....

.....

Responsible for the work / activity

.....

Responsible for the work / activity

.....

HS MANAGER

.....