

GENERAL SAFETY, FIRE AND ENVIRONMENT PROTECTION CONDITIONS OF DUNA-DRÁVA CEMENT KFT. FOR CARRIERS

1. Scope, Application of Conditions

The provisions of this general safety, fire and environment protection conditions (hereinafter referred to as Conditions) refer to the work performance of external enterprises realizing transportation or freight tasks (hereinafter referred to as Carrier) in the territory of the plants of the Duna-Dráva Cement Kft. During its work performance, the Carrier shall comply with the provisions of these Conditions, and make its Carriers or other partners also comply with. In case the Carrier being in a legal relation with the Duna-Dráva Cement Kft. (hereinafter referred to as Consigner) involves another person for the performance of its work in any capacity, the Carrier is responsible for the behavior of such involved person – including the compliance with the provisions of this Conditions, as well – as the work would be performed by itself.

2. General Conditions

The personal and material conditions required for the performance of the tasks undertaken in Shipping Contract shall be fully provided by the Carrier. It is the task of the Carrier to provide the individual protective tools to its own employees (security helmet, safety glasses, visibility tools, closed shoes being mandatory to wear, and depending on the work process to maintain available other protective devices, as well, like safety gloves, dust mask) and technical protection on its own vehicles for the reduction or elimination of the fall from a height risk (such as railing).

Before entering the Vác or Beremend plant premises, Carrier shall receive an industrial safety training in the Security station at the freight entrance. Carrier is required to read, understand and follow the instructions of the training material posted on the site. For evidence, the representative of the Consigner (the Security) shall hand over a so-called “Industrial safety licence” card (including the name of the representative of the Carrier (driver), the company name and the date of the training) which is a condition for entry. The licence card is issued for a definite period of time and the driver is obliged to carry this card and present it to the representatives of the Consigner.

As the Consigner carries out activities at the Vác or Beremend plant premises with an increased risk factor, Consigner is maintaining an electronic monitoring system in order to protect property, the lives and health, to prevent accidents and to protect the business interests.

In order to avoid accidents, Consigner is using such electronic monitoring system for permanent control purposes to check on compliance with the safety measures, and the use of the protection devices. Accordingly, records will be made of the Carrier and its employee / persons employed by the Carrier within the framework of other

employment relationship / subcontractor (hereinafter: Carrier's representatives) when they are entering the plant premises. Such records may be used for evidence in case of violation of any rules of labour safety, fire prevention and environmental protection.

You can learn more about the Consigner's Privacy Policy on www.duna-drava.hu.

As the Consigner carries out activities at the Vác or Beremend plant premises with an increased risk factor, the Consigner may use a verified and regularly calibrated breathalyser to monitor Carrier's representatives (driver) by carrying out regular checks on all truck drivers at fixed times before entering the plant premises at the freight port barrier. In accordance with the zero tolerance principle, the driver may drive into the territory of the plant only if the breathalyser test is negative. Should the driver refuse to make the breathalyser test, he/she will not be allowed to enter the plant territory neither by foot nor by driving. Consigner shall inform the Carrier immediately if the breathalyser test is positive and request that another driver be sent to return the vehicle to the Carrier's premises in accordance with the road traffic regulations. It is strictly forbidden for drivers to enter the premises in a drunken or illuminated state!

Carrier and Carrier's representatives are obliged to use the devices properly, in accordance with the applicable law, technical specification and instructions, to obtain the documents and the official licences necessary for the operation, respectively, ensure the continuing validity of such documents. Carrier is furthermore obliged to keep the devices and vehicles in a secure status, with special regards to the railings on the cement transport vehicles. The railings are always to be used when somebody is on the roof of the vehicle!

Consigner is entitled to control at any time Carrier's compliance with the rules of protection of labour safety, fire prevention and environment protection on site. Consigner is also entitled to seek the assistance of third-party experts for such controls.

The Carrier shall ensure that its representatives comply with the following rules, under threat of the sanctions listed below:

1. In cooperation with the employee or third-party employee (security guard) of Consigner, Carrier's representative charged with violating the rules must credibly prove his/her identity when controlled at the plant premises. In case if Carrier's representative is not able, or willing, to prove his/her identity without doubts, Consigner shall refuse to let him/her enter the plant and at the same time inform Carrier that this person must not enter the plant in future.
2. In case if Carrier's representative (driver) charged with violating the rules can credibly prove his/her identity, and it is his/her first-time violation of the rules, he/she will be warned. At the same time, Consigner shall inform Carrier's representative about the sanctions applicable for the next violation (i.e., participation in occupational health and safety training) and record the violator's name and the degree of violation (first violation).
3. Should Carrier's representative (driver) violate the rules again (second violation),

he/she must not leave the plant after de-loading before receiving occupational health and safety training (via hearing and reading the rules) and must evidence by his/her signature that he/she understood the training material and will violate such rules no more. Occupational health and safety training take approximately 15 minutes.

4. Should Carrier's representative (driver) violate the rules again after the second violation (third violation), he/she must not leave the plant after de-loading before participating in occupational health and safety training (via hearing and reading the rules) again. Occupational health and safety training take approximately 15 minutes. After his/her third violation of the rules, Carrier's representative is prohibited from entering the plant for the period of 3 months after the third violation.

3. During its work performance, the Carrier must comply with provisions included in the policy of Duna-Dráva Cement Kft. referring to entry and exit, and the factory traffic rules with special regard to the traffic signs according to road traffic rules (KRESZ) and the mandatory speed limits in the territory of the factory.

4. Safety, Fire and Environment Protection Conditions

The Carrier shall comply with general and local special safety, fire and environment protection rules being effective at the seat and plants of the Consigner.

The Consigner ensures the following without any special agreement:

4.1.in case of accident, the phone call possibility in the interest of taking the injured person to a doctor or hospital quickly

4.2.in case of fire or damage the cooperation in the elimination and the information of the competent local fire fighters

5. In case the Consigner repeatedly finds that the employees/sub-contractors of the Carrier violate the safety, fire and environment protection provisions, or detects an employee/sub-contractor in an unfit to work condition at the plant, it is entitled to prohibit the further work performance.

In case of activity or failure directly endangering life or property safety, the Consigner is entitled to prohibit the Carrier's work performance with immediate effect. In this case the termination of the transportation contract with immediate effect is justified.

6. The Carrier shall complete the periodical revision of the work tools specified in Enclosure 1/a and 1/b of the regulation no. 5/1993. (XII.26.) MüM at the frequency and in the manner specified in the decree, and shall present to the Consigner's representative the document certifying the completion of the revision.

7. In case during the work performance the workers of the Carrier or of the Consigner contribute to the occurrence of a workplace accident, or the responsibility of the other party can be suspected, after the accident the following shall be done according to the relevant laws:

7.1. taking of the accident report, investigation of the accident shall be carried out by both parties jointly,

7.2. in case of difference in opinions, the safety experts of the contracting parties shall try to conciliate the opinions, and in case of further difference in opinions shall ask for the opinion of the competent Safety Inspectorate and to take a decision taking that into account. If required, a court expert can be also involved in the investigation.

8. In case the Carrier's employee suffers such an accident, which must be reported, it is the Carrier's responsibility to make the report to the safety authority according to the rules. In this case the inspection shall be carried out according to the aspects specified by the authority.

In addition to the obligations specified in the Safety Act, the Carrier shall inform the Safety Technical Organization of the Consigner or the safety advisor on the occurred workplace accident verbally immediately at the occurrence of the case, and as soon as possible in writing, as well.

9. The Carrier is obliged to report immediately to the Consigner's representative the fire occurred during its work on the plant, and then to participate in the fire investigation. Carrier is allowed to use the extinguisher available on the territory of the plants of Consigner in justified cases; he is obliged to replace them or Consigner can invoice the replacement cost.
10. The Carrier has full compensation obligation referring to the damage caused to the Consigner due to missing or being late with any notification.
11. Referring to the safety related issues not detailed in the transportation contract concluded by the Parties, the provisions of the Act no. 93 of 1993, the decrees issued referring to its execution, the safety policies and the effective laws, standards, regulations shall be the governing ones.
12. the Carrier is obliged to organize and perform its work in a manner reducing to the minimum the adverse effects to the working and natural environment, and it is obliged to comply with all the environment protection laws, rules and regulations being relevant to the Consigner's plant.
13. In case the Carrier causes an environment contamination due to its own fault, it has to report that to the Consigner immediately, and to eliminate the reason for the contamination and the caused environment contamination without delay. In case the Carrier is not able to eliminate the caused environment contamination by its own means (e.g. decontamination, soil replacement, etc.), it shall bear the total cost of the elimination.
14. The Carrier is obliged to store or use during the work the dangerous materials used during its work performance (e.g. chemicals) in such a manner, that they could not get in the environment, and could not cause damage in the environmental elements. Additionally, it shall also take care of the delivery away and disposal of the non-dangerous and dangerous wastes produced during its work and being its property according to the relevant effective laws.

- 15.** In the concrete and aggregates plants, the Carrier is not allowed to carry out maintenance, repair on its transporting vehicle or external washing of it. In cases being absolutely required for the performance of the service (e.g. flat tire, battery problem, etc.) such activities can be performed under the special permit of the area leader, that means after documented working area handing over, acquiring full knowledge referring to the local special provisions, conditions and compliance with them.

Dated in Vác, on 01 September, 2019