



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

1. Scope and application of these Rules of Conduct

These general rules of workers' protection, of fire prevention, and of protecting the environment (hereinafter referred to as Rules of Conduct) are applicable to outsider businesses (hereinafter referred to as Contractors) performing works in facilities and on sites of Duna-Dráva Cement Kft. under work contracts, assignment agreements or any other legal relationship. The Contractor is required to comply, and to make its subcontractors and other vicarious agents comply, with these Rules of Conduct while conducting any working activities. If a Contractor employed by Duna-Dráva Cement Kft. (hereinafter referred to as Customer) requires the cooperation of a subcontractor or of any third person under any legal framework in performing its contractual duties, then it shall be held responsible for their acts and behaviour - also with regard to compliance with the stipulations of these Rules of Conduct - as if such acts and behaviour would have occurred during its own activities.

The Customer and the Company may agree mutually and in writing if any stipulations of these Rules of Conduct are to be varied. All stipulations of these Rules of Conduct not affected by such variation agreement shall remain applicable and binding.

The stipulations of these Rules of Conduct shall be applied to all legal relationships based on works (assignment or other) contracts or amendments to contracts established after January 1, 2012.

2. General conditions

- 2.1. The Contractor assumes responsibility for executing the works in accordance with all applicable legal regulations, the Directives of Heidelberg Materials, and the relevant statutory standards. The Contractor is required - prior to entering into contract - to review all aspects of the works to be accomplished and to become familiar with the related documentation, and to inspect the worksite to see that conditions of work are satisfactory. Prior to commencement of works the Contractor shall - if requested by the Customer - prepare a schedule of contractual works and to finalize the same in consultations with the Customer.
- 2.2. The Contractor is required to organize - if necessary, in consultations with the Customer - the performance of works by ensuring that the timing of its activities shall be harmonized with the operational practice in use at its worksite.



- 2.3. Subcontractor(s) may be employed only if approved previously in writing by the Customer. The Contractor is required to always keep the worksite clean and fit for the purposed use and shall return the same to the Customer upon finishing its activities in the state as originally taken over.
- 2.4. The Contractor is required to employ for the performance of works sufficient staff with the necessary qualifications and professional experience, and to designate a worksite manager, and to communicate in writing the name and phone number of its designated worksite manager to the Customer's named contact person. The documents showing the qualifications of the Contractor's staff shall be presented to the Customer if requested. Any change in the person of the worksite manager shall be reported in due time to the Customer.
- 2.5. The staff employed shall be present at the worksite and shall maintain their ability to work during the entire period of works conducted on the premises of the Customer. If justified by the situation the Customer has the right to request removal/replacement of persons and in such case the Contractor is required to provide replacement for such persons at its own costs. By entering the work contract the Contractor warrants to employ its staff in accordance with applicable law and the requirements of authorities. Any costs incurred due to illness, work accidents, or any other cause lying outside the responsibility of the Customer shall be covered by the Contractor.
- 2.6. Confinement in time and space of mobilization areas/facilities necessary during the performance of works for construction, storage or erection purposes shall be accomplished by the Contractor. Appropriate spaces, rooms, cabins for materials delivered, for tools and equipment and auxiliary materials as well as for use as office shall be provided by the Contractor. The Contractor may use Customer's changing rooms and showers if previously permitted in writing by the Customer and only if requirements imposed by such permit are being met.
- 2.7. The Customer shall in each case deliver to the Contractor undamaged tools and equipment that are fit for their intended use and not harmful to health and that shall be handed over with all necessary documents. If the Contractor has any complaints with regard to the tools and equipment so received, it shall submit such complaints in writing to the Customer. The Contractor is required to preserve the condition of tools and equipment received from the Customer and to return the same in the condition as received.
- 2.8. If the Contractor finds defects or deficiency in materials supplied by the Customer, it is required to report such findings to the Customer without delay and in writing.
- 2.9. The personal and material prerequisites of performing the tasks assumed in the works contract shall be provided by the Contractor. In particular, it shall supply the materials, the auxiliary materials, the parts and components, the tools and hoisting equipment including cranes, the working and safety platforms and stands, the transport equipment, the consumables (welding



- electrodes, welding gases, etc.), the personal and commonly used safety appliances, as well as provide an adequately qualified staff and perform the tasks of transportation and erection/installation.
- 2.10. Unless not agreed otherwise, the contract fee written in the contract shall be treated as a lump sum that includes all costs of materials and (direct and indirect) costs of services necessary for the contract's performance.
 - 2.11. In accordance with conditions set forth in the works contract, the Customer shall - in situations and against payment as specified in the contract - provide to the Contractor certain tools, ropes etc. for hoisting, hoisting equipment, vehicles, energy supply points, a telephone line and a telefax set, as well as an Internet connection, plus auxiliary materials as well as labour to help out, etc.
 - 2.12. If in the employment of Contractor other entities or workers are to come to the worksite to perform any work, the Contractor is required to report such events to the Customer in due time.
 - 2.13. The Contractor is required to keep a worksite diary in which it shall on a daily regular basis record items of information related to the progress and circumstances of works or related to any problems that may cause delay of works. Said diary shall be presented to the Customer daily. Any delay under which the progress of works may suffer shall be duly documented in said diary by giving precise details concerning the causes. Delay claims shall not be accepted by the Customer if not reported immediately.
 - 2.14. The Contractor shall be fully liable for damages caused by it. (For this reason, the valid liability insurance policy covering the entire period of works shall be presented to the Customer prior to the commencement of works.) This is applied also to stealing or misuse of customers property (e.g.: fire extinguisher)
 - 2.15. After the completion of works a technical commissioning procedure shall take place which shall be recorded in a minutes. If significant deficiencies are found, the commissioning procedure shall be declared as partially or fully failed. In the case of large-volume contracts special stipulations shall be included in the works contracts to regulate matters of starting operations.
 - 2.16. The Contractor warrants that its services shall have the properties assumed under the contract, and shall follow the legal, administrative and other (technical) requirements, and that they are free from defects/deficiencies that would impair their value. The Contractor warrants that the completed works are fit for their intended use as provided by the contract. The warranty period covers 12 months after commissioning unless applicable law or the works contract does not impose a longer period. Any defects, deficiencies occurring during the warranty period must be repaired by the Contractor at its own costs. If the Contractor fails to provide remedy for the defects/deficiencies notified to it within the specified deadline, the Customer shall have the right to employ another



contractor at the charge of Contractor to provide repair or replacement of such defects/deficiencies.

- 2.17. The completion date specified in the works contract is strictly binding. In case of delay the Contractor shall pay to the Customer delay penalty amounting to three thousandths daily. Delay penalty amounts shall be calculated based on the contract fee. A different rate of delay penalty may be agreed upon in the individual works contract.
- 2.18. For settling their legal disputes arising in connection with the works contract existing between the Contractor and the Customer, the parties agree to subject themselves to the sole jurisdiction of Pécs Municipal Court or of Baranya County Court, depending on the value in dispute.
- 2.19. Concerning the contents of its contract made with the Customer and any facts, data, information, business or technical ideas learned or acquired during the performance of the contract in connection with the contract's subject matter, with the Customer or its other business partners, the Contractor assumes the obligation of maintaining confidentiality. Said confidentiality obligations are binding for the Contractor also after the completion of the contract.
- 2.20. Any matters not dealt with in the works contract shall be regulated in accordance with Hungarian law, in particular by the applicable provisions of the Hungarian Civil Code ("Ptk.").

3. Rules concerning workers' safety, prevention of fire and of harms to the environment

3.1 Preliminary qualification:

If reasonable, the aspects of workers' safety shall be dominantly taken into consideration when selecting a contractor. The Customer shall maintain a list of approved suppliers/contractors and in assessments preceding the compilation of such list the records and capabilities of the contractor in workers' safety matters shall be deemed as a substantial factor. The performance of contractors in the area of workers' safety shall be checked by the Customer during assessments for the list's compilation and in inspections made during the execution of works by safety inspectors of the Customer, while the accomplishment of such checks and inspections shall be aided by the Contractor.

The Contractor is required to comply on the premises of the Customer and at its worksite with all general and locally specific rules applicable to workers' safety, prevention of fire and of harms to the environment, with rules of entry and exit to and from the premises of Duna-Dráva Cement Kft. and with the rules of traffic within the plant premises, as well as with instructions given by the different safety and health protection signs and symbols.



- 3.2. If any of the Contractor's applicable instructions concerning workers' safety, prevention of fire and of harms to the environment in any given case are more stringent than those of the Customer, then the more stringent requirements are to be applied.
- 3.3. The employee designated as the Customer's contact person (technical supervisor) is required to inform - based on relevant documentation - the Contractor concerning the Customer's locally applicable rules (code of conduct, danger zones, storage of materials, modes of giving fire alarm, etc.), and to hand over the worksite to the Contractor in a documented manner. Prior to receiving such information and taking documented possession of the worksite the Contractor must not commence the works.
- 3.4. The Contractor is responsible for holding training session(s) for its own staff and all of its subcontractors/agents concerning workers' safety and the prevention of fire as relevant in the case of the specific job. One copy of the document evidencing the above shall be submitted by the Contractor to the Customer if specifically requested by same.
- 3.5. Prior to starting a specific job, the Contractor is required to compile a risk analysis by duly considering the local conditions and situation. The holding of training session(s) for the Contractor's own staff concerning such risk analysis (risks to be encountered during work, and measures to avoid such risks) shall be documented and such document shall be submitted to the Customer if so requested.
- 3.6. The organization and rendering of first aid lie in the responsibility of the Contractor, while using the services of the Occupational Health Service, when reasonable, lies outside of said responsibility.
- 3.7. Without the need for a separate agreement the Customer shall provide access to using the services of the Occupational Health Service in cases of emergency or of need for professional care, on workdays in Vác between 6.00 and 14.00 hours and in Beremend between 7.00 and 15.00 hours. In case of accident the facilities for phoning for ambulance help are freely available to ensure rapid forwarding of damaged persons to a physician or to the hospital. The Customer shall cooperate in fighting fires or mitigating damages, as well as in alarming the state-run professional fire-fighting service.
- 3.8. The Customer is entitled to check compliance with requirements applicable to workers' safety and protection of the environment. Employees of the Customer entitled to conduct such checks are: the chairman-general director, the plant's director, the plant's production manager, members of the safety enforcement organ, the technical supervisor, the dispatching staff, the heads of maintenance and investment projects, and any persons assigned by these. The Customer is entitled to employ third parties for such checks if professional competence matters.



3.9. The representative of Duna-Dráva Cement Ltd. shall, in advance, inform the contractor or its employees—if they are working on the premises of Duna-Dráva Cement Ltd.—about the site-specific rules and shall document this. If, during its occupational safety inspections, Duna-Dráva Cement Ltd. detects any irregularities related to the contractor’s work, it may suspend the work and require the contractor to rectify the identified deficiencies. At the same time, Duna-Dráva Cement Ltd. shall apply adverse legal consequences against the contractor’s employee who has breached the rules, as follows:

The columns numbered 1–4 in the table indicate the number of violations
A, B, C, D sanctions: penalties of increasing severity

“A” Sanction

The contractor shall receive a verbal warning. It may be applied in case of minor or first-time violations. During the warning, it must be clearly stated that repeat violations may lead to more severe penalties.

“B” Sanction

The incident is recorded in the same way as in case of an “A” sanction, however in the case of a contractor, the management of the company is formally notified (warning letter issued).

“C” Sanction

Applied in case of serious violations, or repeated minor violations. In addition, the contractor’s management is notified, HUF 40,000 is deducted from the contractor’s next invoice (or an equivalent financial penalty is applied). Additionally, HUF 20,000 must be paid by contractor’s employee via postal check or bank transfer. The payment may be directed to a foundation designated by DDC. The payment deadline is 1 week and must be documented. Failure to pay or late payment results in the sanction being upgraded by one category.

“D” Sanction

Applied in case of repeated serious violations, or gross negligence or intentional misconduct. Contractor management is notified, and HUF 60,000 is deducted from the next invoice. The person involved is banned from the site for 3 months. After 3 months, DDC will reassess the contractor or partner.

General rules for sanctions

For A, B and C sanctions, the DDC representative will inform the offender about the violation and explain possible consequences, clearly communicate the expected correct behavior



In case of a serious violation, the contractor’s employee may be suspended until the issue is corrected, especially if there is a risk of repetition.

Violations are recorded by Duna-Dráva Cement Ltd.

Health & Safety Violations and Sanctions

If a violation is not listed, the penalty must be determined based on similar cases.

| Occupational Safety Violation categories | | 1. | 2. | 3. | 4. |
|--|--|----|----|----|----|
| MINOR VIOLATIONS | | | | | |
| 1 | Failure to wear prescribed protective clothing or personal protective equipment required for the task | A | B | C | D |
| 2 | Intentionally not attending mandatory occupational safety training | A | B | C | D |
| 3 | Failure to comply with safety rules included in issued or trained work instructions or regulations | A | B | C | D |
| 4 | Unsafe operation of equipment or tools | A | B | C | D |
| 5 | Failure to perform shift inspection of mobile machinery | A | B | C | D |
| 6 | Unsafe operation of vehicles (including forklifts), e.g. ignoring acceleration, deceleration, or traffic rules | A | B | C | D |
| 7 | Driving a vehicle without a fitted seat belt | A | B | C | D |
| 8 | Unauthorized use of equipment without proper qualification or knowledge (except item 23) | A | B | C | D |
| 9 | Failure to comply with housekeeping and cleanliness rules; failure to perform assigned cleaning tasks | A | B | C | D |
| 10 | Blocking emergency exits, fire brigade access routes, firefighting equipment, utility shut-offs, or electrical switchgear. Safety signs must not be covered. | A | B | C | D |
| 11 | Smoking outside designated areas | A | B | C | D |
| 12 | Violation of fire or explosion protection rules resulting in fire or explosion | A | B | C | D |



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| 13 | Failure to perform dynamic risk assessment (e.g. “10 questions for safe work”, or ignoring “Stop, Think, Act” principle) | A | B | C | D |
| SERIOUS VIOLATIONS | | | | | |
| 14 | A supervisor authorizes a subordinate to operate equipment without proper qualification or expertise | B | C | D | |
| 15 | A supervisor tolerates observed unsafe behaviour of a subordinate | B | C | D | |
| 16 | Ignoring occupational safety commissioning procedures and required documentation | B | C | D | |
| 17 | Improper handling of hazardous substances (toxic, carcinogenic, teratogenic, mutagenic, containing RCS) | B | C | D | |
| 18 | Use of a handheld mobile phone while driving | B | C | D | |
| 19 | Violation of rules related to scaffolding assembly and use | B | C | D | |
| 20 | Failure to use proper fall protection or other life-saving PPE when required | C | D | | |
| 21 | Violation of rules for working at height | C | D | | |
| 22 | Violation of rules for entry into confined spaces | C | D | | |
| 23 | Failure to report significant damage or accidents involving company vehicles or equipment | C | D | | |
| 24 | Improper personnel lifting equipment or method | C | D | | |
| 25 | Unauthorized removal, tampering, temporary or permanent disabling of safety devices. Includes removal of guards while equipment remains in operation or failure to reinstall them after maintenance | C | D | | |
| 26 | Driving without a license or operating machinery without required qualification | C | D | | |
| 27 | Failure to comply with energy isolation (LOTOTO) rules | C | D | | |
| 28 | Unauthorized removal of a lock from a locked operational switch | C | D | | |



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|----|---|---|---|--|--|
| 29 | Unauthorized removal of another person's personal lock | C | D | | |
| 30 | Failure to report a work-related injury or accident | C | D | | |
| 31 | Performing work without required permit where such permit is mandatory | C | D | | |
| 32 | Supervisor fails to properly prepare, authorize, and document work tasks, including issuing instructions and archiving permits, thus seriously endangering safety | C | D | | |
| 33 | Supervisor starts work without proper LOTOTO application | C | D | | |
| 34 | False testimony or concealment of information during accident investigation | D | | | |
| 35 | Working under the influence of alcohol or drugs (endangering self or others). Includes confirmed positive alcohol tests (>0.2%) or admission of alcohol consumption | D | | | |
| 36 | Possession, sale, or consumption of alcohol or drugs on company premises | D | | | |
| 37 | Unauthorized possession of explosives, firearms, or other weapons on company premises (including company vehicles) | D | | | |
| 38 | Any form of sabotage: intentional disruption, obstruction of work processes, refusal or deliberate delay of instructions, covert destructive actions | D | | | |

DDC will have a register of the sanctioned workers.

3.10. The Contractor is required to use the production and transport equipment in his possession for their original purpose and in accordance with applicable legal regulations, technical standards, and other instructions. Maintaining a safe condition of tools, equipment and vehicles lies in the Contractor's responsibility. Personal protective equipment (In operational sites – red zone – it is obligatory to use safety helmet with chin strap, safety boots, safety goggles and if the task requires than gloves, ear protection and respirator as well) necessary for the job handled and high visibility (EN ISO 20471 class 3 clothing where for the trousers minimum class 2 is obligatory) work clothing showing (on a label or in printed letters) the name or identification symbol of the Contractor shall be provided by the Contractor; its duties include the care and



- cleaning of such garment and clothing and its replacement when necessary. Deviation from these regulations is subject to a separate written agreement.
- 3.11. While erecting structures or of putting into operation of facilities after the works contract has been established the Contractor is required to comply with all applicable legal regulations, to inform in advance the Customer concerning the erection of such structures or to procure permission for such erection. The Contractor is required to submit to the Customer one set of the documentation covering the so permitted facilities, machinery, and equipment use by it during the works.
 - 3.12. Prior to starting any work in an environment involving risks of fire or explosion the Customer is in each case required to warn the Contractor about the dangers that may occur, and to confirm such warning also by making an entry in the worksite diary.
 - 3.13. Working in ATEX zones can be done only with the necessary competency (training certificates – if necessary OKJ certificate or equivalent special training course). Contractor may enter such zones with a completed training provided by the customer and have valid health check document for this task.
 - 3.14. Parallel to the earned competency to enter in ATEX zones the contractor provides the necessary (ATEX) working tools for its workers. The contractor shall carefully select the used tools to prevent fire or explosion.
 - 3.15. Smoking is permitted only at locations designated for such purpose!
 - 3.16. If on a worksite given into its sole use the Contractor is engaged in works involving risks of a fire hazard, such works shall be performed in accordance with the applicable legal regulations and the instructions set forth in the Rules of Fire Prevention. The written permission necessary for occasional works involving fire hazard shall be issued by a member of management assigned to direct the works and entitled to issue such permissions, after consulting the competent member of the Customer's management.
 - 3.17. The Contractor is required to report without delay all cases of fire occurring during the works or on the site taken over for use by the Contractor to the Customer's representative and later to take part in investigating the fire accident.
 - 3.18. Employees of the Contractor and its subcontractor(s) may move about only on the worksite and may only use ways and paved areas belonging to the worksite.
 - 3.19. The Contractor is required to promptly stop working - and to inform the Customer immediately - if circumstances occur that may endanger the life, health, or body of the Contractor's employees. If such circumstances are not the consequence of the Contractor's blameable



behaviour, then the suspending of works must not have any adverse legal effects for the Contractor.

- 3.20. The General traffic rules of Hungary are valid for all the Customer's sites, including plants, quarries. Because of this it is forbidden to enter to the sites under the influence of alcohol neither as a pedestrian nor by driving vehicles.

Considering that a minor violation can cause serious situation, endangering multiple lives, health, valuables, and property it is forbidden to work under the influence of alcohol which can influence the decision-making capabilities of the drivers at any sites.

Due to the high working risk at the Customer's plants, the Customer may control the agents (drivers) of the Contractor or Subcontractor with a certified and regularly calibrated alcohol breathalyser. On the day designated by the Customer, every worker performing tasks and entering the site shall be checked at the barrier at the freight gate, and in the concrete and gravel plants, before entering the factory premises. The testing can be conducted by using fixed (automatic) or manual alcohol tester. The Customer is entitled to carry out an individual check in the case of reasonable suspicion that the driver is under the influence of alcohol. Pursuant to the zero-tolerance principle, the worker performing transportation tasks shall be allowed to enter into the premises only with a negative alcohol test result.

1. If the probe shows negative result, data saving will not be performed. In this case data-handling is not done at all. The worker may enter to the site.
2. If the contractor refuses to blow the analyser, he shall not be allowed to enter the premises either on foot or driving.
3. If the probe shows a positive result, the contractor's worker has to leave the site and may not enter any more. The Customer immediately notifies the Contractor.

The worker with a positive test will receive 5 penalty points and will be banned from the Customer's sites.

If influence of alcohol is detected by a driver than data handling in this regard will be done according to the Data Management Policy: <https://www.duna-drava.hu/hu/adatkezeles-tajekoztato>

- 3.21. Upon the completion of works - in accordance with applicable legal regulations - the Contractor is required to issue a written statement with certifications concerning the quality, suitability, and conformity to standards of the works performed and the materials used.
- 3.22. The regular safety-oriented revision testing of dangerous tools and equipment in accordance with Annex 1 of Ordinance No. 5/1993. (XII.26.) MüM shall be arranged for by the Contractor or



- shall be accomplished by it if in possession of relevant licenses. The documents showing the completion of such revisions testing shall be presented to the Customer's officer assigned to check them.
- 3.23. The Contractor is under obligation to deliver to the Customer upon commissioning the operation-related documentation in Hungarian language and as specified by applicable law/ordinances, as well as the reports showing test measurements (noise level measurements, illumination measurements, air pollution measurements, etc.) as they are necessary for operation.
- 3.24. If works are conducted at locations where workers employed by different Customers are doing work at the same place at the same time, coordination is the responsibility of the main contractor (pursuant to the Hungarian Civil Code, Ptk.), or - if no main contractor is involved - of the entity in whose interest the works are being conducted.
- 3.25. If in the course of works employees of Contractor or of the Customer are causing a works accident, or if the responsibility of the other party is suspected, then recording the circumstances in a minutes and investigating the causes shall be done jointly by the two parties, and if opinions differ the occupational safety officers of the contracting parties shall attempt to settle any discrepancies. A licensed court expert may be invited to participate in the investigation of works accidents if necessary.
- 3.26. If an employee of the Contractor suffers a works accident that - by statute - must be reported to the authorities, then the Contractor required to submit the report in the required form to the competent occupational safety authority. In such case the accident's investigation shall be conducted in accordance with directives determined by such authority.
- 3.27. In the case of works accidents, the Contractor is required - in addition to duties listed by the Occupational Safety Act - to inform verbally the occupational safety officer/technical supervisor of the Customer immediately after such accident occurs. One copy of the minutes recorded on the accident's investigation must be forwarded by the Contractor to the Customer without delay.
- 3.28. Any questions not dealt with in the works contract of the parties shall be governed by the provisions of Act of Parliament No. XCIII of 1993 and its implementation ordinances, of the occupational safety regulations, and of the other applicable legal regulations, standards, and rulings.
- 3.29. The Contractor is required to organize and execute the works in a way that involves minimum harmful effects on the environment; it is obliged to comply with any and all applicable environmental regulatory measures, ordinances and rulings that have relevance to the site of the Customer's facilities.



- 3.30. If the Contractor happens to cause an environmental hazard during the execution of works, it is obliged to report the case to the Customer without delay, and to promptly take measures for eliminating the cause of contamination and the contamination so caused. If the Contractor is unable to eliminate the environmental contamination (e.g, removal and disposal, soil exchange, etc.) due to lack of resources, it shall bear all costs of such elimination.
- 3.31. The Contractor is required to make efforts in selecting techniques for the execution of the works that produce a minimum of waste.
- 3.32. The Contractor is required to store any dangerous materials used during the execution of works, and to use them, in a way which prevents their entering/emission into the environment so that they shall not induce harm to the elements of the environment.
- 3.33. The Contractor is required to haul away all of its own non-dangerous and dangerous waste produced during the works, and to ensure their disposal in accordance with the applicable legal regulations.
- 3.34. The Customer is required to hand over the worksite to the Contractor in a state that is fit for a safe conduction of the works.
- 3.35. In the plant area handed over for the sole use of the Contractor or on its actual worksite no persons other than the Contractor's own staff may stay or perform any work unless the Contractor has previously granted permission. Any such areas shall be adequately and clearly marked by the Contractor.

Vác, 01.08.2026