



## **AGREEMENT FOR WORK/FIRE/ENVIRONMENT PROTECTION**

Project name:

Contractor:

Contractor's representative with phone number:

Contact person with phone number of Magyar Cukor Zrt.:

- 1./ This agreement was created in addition to the contract for the referred contractual construction works between the contractor (commissioning party) and the principal (commissioned party) relating the project, which makes as integrated part of this agreement.
- 2./ The period of validity of this agreement begins with the concluding to the finalized successful technical taking-over of the above mentioned project.
- 3./ By signing this agreement the contractor takes over the working area and it ensures – with the preliminary arrangement between it and the principal - the circumstances of the working area so as it will be in line with the regarding working operations and legal prescriptions as well as the preservation of the so arranged conditions at the workplace till the final technical taking-over of the completed project.
- 4./ The contractor shall comply – fully and exclusively – with the work/fire/environmental protection regarding the workplace from the datum of the taking over of the workplace regarding the workplace itself and the implemented work there, including legal standards and all the regarding rules; the contractor will be responsible for all legal consequences originating in the non-fulfilment of the mentioned regulations.
- 5./ The contractor shall ensure that the general theoretical training - before the beginning of the training - (according to the locally applied circumstances) will be given to all employees, sub-contractors and the contributors of the contractor. This all-round theoretical training will be discussed by the contractor and the principal prior to the training and it will be held by the principal.



6./ The presentation of the professional theoretical and practical education and training regarding the given operation makes the exclusive task of the contractor.

7./ Determination and placing at disposal of the use of the personal protective equipment makes the exclusive responsibility of the contractor.

8./ In case of a work-related injury the regarding duties given on in the regarding legal acts makes the responsibility of the contractor (e.g. notification).

Contractor acknowledges that it is obliged in all cases of work-related and other injuries at the workplace during the implementation of the project to inform accordingly the principal as soon as possible, so as the accident would be investigated in timely manner jointly by the contractor and the principal.

9./ In case of a work-related injury the principal ensures at its own plant a first-aid facility to give a first aid service to the injured person(s), but also the contractor is obliged to have its own first aid kit to be used in case of necessity.

10./ The termination of the risk and injury related situation at the workplace during the work execution, makes the responsibility of the contractor.

11./ If and when the work-related accident's origin, which has been initiated and not eliminated by the contractor, endangers also the employees of the principal, the experts of the principal responsible for the labour protection and the fire protection can stop till these irregular conditions will be eliminated and the contractor will fully be responsible for the injuries, damages and other kind of legal consequences.

12./ The contractor shall be fully and solely responsible for all legal consequences, which originate in labour, fire and environmental as well as other kind protection's irregularities at the work place (e.g. fines), irrespective of whether one intends to enforce the legal consequences against the contractor or the principal.



- 13./ The contractor have to comply with the fire protection regulations at the workplace during working occasionally with fire hazardous materials (e.g. welding etc.) with special care.

The terms of fire hazardous activity have to be determined by the contractor in writing. This document must be countersigned by the expert of the principal responsible for fire and labour protection. Making this document countersigned is the responsibility of the contractor.

- 14./ In case of works in close places/spaces (e.g. in containers, pits, trenches and so on): the contractor has to issue a safety work permit to execute the kind of operation, which is suitable and secure, also the prescriptions to this regard must be taking into consideration by it.

The contractor will issue this special permit for working in close spaces with prior consultation with the principal taking into consideration the content of the operational objectives/content of work, so as regarding conditions could be taken accordingly into consideration (e.g. what kind of material was recently stored in the container)

- 15./ Contractor is obliged to know and to have all of its employees, sub-contractors and other representatives known the legally binding prescriptions/regulation at the workplace of the principal (labour protection code of external companies, rules of entering the plant, smoking rules etc.).

Contractor is responsible to comply with the relevant rules – given on in the regulations listed in this point – and it must take care that also its staff will comply with them. It takes full responsibility through the signature of this Agreement for the legal consequences originating in it, too.

- 16./ The regulations fixed in this agreement are binding for all employees, sub-contractors and other participants of the contractor, too, and the contractor takes responsibility for the observation of all prescriptions by the persons listed and affected in this agreement, fully and exclusively.

- 17./ Contractor acknowledges, that it shall be liable for its employees, sub-contractors and other participants in the same way, as it itself. The principal is entitled to reclaim fully and directly all



such claims and payments from the contractor, which have been made by its sub-contractors resp. other contributors.

18./ The contractor is obliged to ensure that any person, who have received a personal entry card regarding the participation in connection with the above mentioned project activity, will give back these cards at the last day of the successful technical taking over of the project at the reception of the principal.

Regarding accounting with these personal entry permits the contractor is fully and completely responsible. The contractor has to reimburse the value of these cards, if and when they will not be given over to the reception of the principal accordingly (net 1.000 HUF/piece plus VAT).

The principal can the value/price of the cards not given back to set off against its debt against the contractor's debt, which corresponds to the payment obligation connected to the project.

Kaposvár, ... .., 2016

Principal

\_\_\_\_\_  
Operative Production Manager  
(Signature)

\_\_\_\_\_  
Responsible for Labour/Fire Protection  
(Signature)

\_\_\_\_\_  
Contractor  
Firm-like signature