

## Occupational health and safety requirements for the contractual partners of Eesti Energia

<b>Category</b>	Decision of the Management Board of the Eesti Energia AS
<b>Scope</b>	Eesti Energia AS and group companies that have been founded based on the legislation of the Republic of Estonia (except Elektrilevi OÜ and Enefit Outotec Technology OÜ)
<b>Valid from</b>	From approval
<b>Related Documents</b>	Procurement procedure of Eesti Energia AS and companies of the group
<b>Forms and information system solutions</b>	
<b>Owner</b>	Risk management department
<b>Documents losing validity</b>	Occupational health and safety requirements for the contractual partners of Eesti Energia. Approved by the Management Board of the Eesti Energia AS decision no 4, dated 23.01.2017

### 1. Purpose

- 1.1 The purpose of the document is to stipulate the requirements related to occupational health and safety (hereafter "OHS"), which partners (hereafter "contractual partners") that are in a contractual relationship with companies that belong to the Eesti Energia group (hereafter "Eesti Energia", are obliged to be guided by.
- 1.2 Eesti Energia informs the contractual partner of the OHS requirements, established within Eesti Energia and demands from the contractual partner the observance of the requirements, on the territory of Eesti Energia, as well as on sites outside the territory of Eesti Energia, acting on which the contractual partner has the obligation to fulfill the obligations arising from the contract signed with Eesti Energia.
- 1.3 Eesti Energia performs cooperative work, in the field of occupational safety, with the contractual partner, in the framework of which care is taken of the safety of employees and whatever kind of third parties (hereafter jointly "persons").
- 1.4 The way of thinking must be approached from, when fulfilling the contract signed with Eesti Energia, according to which it is possible to prevent all accidents. The purpose of applying the current requirements is to ensure persons an as safe as possible work environment, work without accidents at work and without occupational diseases, as well as avoid causing whatsoever kind of damage to third parties.

### 2. OHS requirements

- 2.1 The contractual partner obligates to plan its activities, such that their realisation does not endanger the life, health and environment of persons, as well as does not create material damage.
- 2.2 The contractual partner is obligated to evaluate the need to compile a risk analysis of the site and the works to be executed. The contractual partner, if it decides not to compile a risk analysis, then it is obligated to inform Eesti Energia

- thereof. The contractual partner, in case it compiles a risk analysis of the site and the works to be executed, is obligated to present it to Eesti Energia, if needed.
- 2.3 The contractual partner is obligated to take into use, occupational safety measures that are in correspondence with the nature of the work and the legislation valid in the Republic of Estonia.
  - 2.4 The contractual partner is obligated to fulfill all requirements arising from legislation, applicable relative to its contractual activities (among others the Occupational Health and Safety Act, Product Safety Act, Building Code, Fire Safety Act, Chemicals Act, as well as other legislation, including the requirements established in the safety guidelines of local municipal government units).
  - 2.5 The contractual partner, if it uses in fulfilling its contractual obligations a subcontractor, then it is obligated to inform Eesti Energia thereof immediately. The contractual partner obligates to ensure that the subcontractor approaches from the current requirements on the territory of Eesti Energia and/or work site and is responsible for whatsoever damages arising from the nonfulfilment of the requirements. The contractual partner is also obligated to ensure that the employees of the subcontractor and other persons the subcontractor uses in fulfilling the contract possess the required qualification for performing the corresponding work. The contractual partner is responsible for the activities and/or lack of activity of its subcontractors or other persons included by the contractor, regardless of the approval of the client;
  - 2.6 Electrical work, fire work, lifting work and other works requiring the fulfilment of specific requirements may only be organised and executed by personnel with the corresponding competency and qualification. Eesti Energia has the right to demand from the contractual partner and its subcontractors, for the persons used in the fulfilment of the contract, material proving their qualification.
  - 2.7 The contractual partner is obligated to immediately inform the representative of Eesti Energia and the security centre of Eesti Energia, tel. 59 151 112 of accidents having taken place in the fulfilment of its contractual obligations (incl. accidents almost having taken place) and incidents, incl. situations which could cause an accident.
  - 2.8 The representatives of Eesti Energia have the right to check the work organisation of the contractual partner and its subcontractors in the field of OHS.
  - 2.9 The contractual partner is responsible for the conformity and control of the quality and safety requirements of work, material and services related to the contract.
  - 2.10 Eesti Energia may at its discretion, if needed, establish additional requirements in the field of OHS, in the contract to be signed with the contractual partner or with a separate procedure. Eesti Energia obligates to inform the contractual partner within 5 work days of the additionally established requirements.
  - 2.11 It is strictly prohibited to be active on the site of Eesti Energia or with the client, with signs of fatigue, in an unsober state, intoxicated with narcotics or toxins, as well as with their residual effects. The contractual partner obligates to remove such a person immediately from the fulfilment of job duties. The access to the territory of Eesti Energia will be permanently closed to the employee of the contractual partner that is intoxicated or with residual effects.
  - 2.12 The contractual partner is obligated to ensure safety in the work zone, as well as if required, restrict access to the work area.
  - 2.13 The contractual partner is responsible, when active on the site of Eesti Energia, for the general maintenance and condition of the work environment. The contractual partner is obligated throughout work to clean up all waste and waste materials after itself, as well as upon leaving, to leave the work area at least in a condition of equal value, as to which it was in prior to starting work, unless not agreed otherwise.

- 2.14 The person in charge of work, in the case of an emergency, accident or a danger thereof, obligates him/herself to utilise all reasonably necessary measures to avoid the emergency situation or accident or liquidating its consequences, as well as to inform the representative of Eesti Energia, at the first possible opportunity of the measures taken, as well as to follow the orders of the Eesti Energia representative.
- 2.15 All persons used by the contractual partner and the subcontractor, in the execution of works, must be guided according to requirements for executing their work, they must also fulfil requirements of occupational safety, ensuring the safety of themselves, coworkers and bystanders.
- 2.16 All persons used by the contractual partner and the subcontractor, in the execution of works, must have undergone a medical examination and their health condition must be suitable for the fulfilment of the contractual duties.
- 2.17 Eesti Energia has the right, in the case of violations of the requirements of OHS, to close the rights of access of the employee of the contractual partner, to the sites of Eesti Energia as follows:
- on the occasion of the initial violation to close the access rights for up to 3 months;
  - on the second occasion of violation to close the access rights for up to 6 months;
  - on the third occasion of violation to permanently close the access rights.
- 2.18 Eesti Energia has the unilateral right to terminate the contract, signed between the parties, in the case of a significant violation of the OHS requirements, incl. by the subcontractor. A significant violation is considered to be a violation of safety requirements that causes an accident at work to an employee of Eesti Energia or a third party, causing of significant material damage or if there was danger thereof on the territory of the Client.
- 2.19 Eesti Energia has the right to demand a contractual penalty of one thousand (1000) Euros from the contractual party, in the case of a violation of the OHS requirements.
- 2.20 All causes of accidents must be investigated by the contractual partner, as well as the results presented to the representative of Eesti Energia. Eesti Energia may demand the inclusion of an independent external partner for performing an independent expertise of the accident.
- 2.21 The parties will inform each other, in the case of whatsoever questions in the field of OHS, as well as a meeting with the corresponding content will be agreed upon, if needed.
- 2.22 The employers, if at the same time on the work site, are working the employees of at least two employers and the employer that organises work is lacking, the employers sign a written agreement on the joint activities in the field of occupational health and safety, as well as on the responsibilities of the employers. The employers are solidarily responsible, if no agreement has been signed, in the case of damage.
- 2.23 The legislation of the Republic of Estonia will be approached from, in cases not regulated by the current or additional OHS requirements.
- 2.24 The contractual partner or any of its representatives, if they find some rule or requirement for ensuring safety as ununderstandable, he/she is obligated to address the representative of Eesti Energia for receiving clarifications.
- 2.25 The contractual partner obligates to be guided from the current OHS requirements as minimum requirements.