



HEALTH, SAFETY AND ENVIRONMENT (HSE) TERMS AND CONDITIONS relating to the temporary hiring of equipment and personnel and to supplies and subcontracting.

Summary

These Terms and Conditions form an integral part of the contract and are divided into four sections, namely the Health, Safety and Environment (HSE) Terms and Conditions relating to:

1. the temporary hiring of equipment;
2. the temporary hiring of personnel;
3. product supplies;
4. subcontracting;
5. specific terms and conditions.

General

Visser & Smit Hanab b.v., based at Rietgorsweg 6, 3356 LJ, Papendrecht, The Netherlands registered with the Chamber of Commerce under number: 23079181, including its subsidiaries, hereinafter referred to as: "Visser & Smit Hanab", attaches great value to the individual aspects of health, safety and the environment when work is being undertaken. In general, maximum effort must be made to prevent accidents and damage to health and the environment. A Visser & Smit Hanab HSE (Health, Safety & Environment) Plan and the associated Environmental Aspects Register usually apply. The activities of subcontractors and suppliers form part of the aforementioned plan. If an HSE Plan is not mandatory for a project, the Visser & Smit Hanab Operational Management System will be in full force. The relevant procedures will be discussed in depth prior to the execution of the work and will be made available as necessary. Various procedures are in force for each activity and the Project leader decide which procedures and/or instructions apply. The basis for an HSE Plan and the associated Risk Assessment and Evaluation (RA&E) is set forth in the Working Conditions (Building Sites) Decree [*Arbobesluit Bouwplaatsen*], Chapter 2, Section 5 and Article 5 of the Working Conditions Act [*Arbowet*].

1. HSE Terms and Conditions relating to the temporary hiring of equipment

The contractor guarantees and is responsible for ensuring that material and equipment that is hired temporarily, including lifting equipment and tools, is in good condition and that the relevant material complies with the current statutory Health, Safety and Environmental legislation applicable in the country in which the work is to be carried out. As proof of this a recent test report issued by an independent body is to be handed over prior to the start of the hire period. If earthmoving equipment is to be used and this equipment has a limited lifting capability, a fully completed crane log and a lifting table must be present. Hand tools must be tested, identified and registered.

2. HSE Terms and Conditions relating to the temporary hiring of personnel

Personnel set to work or hired by the contractor have the same rights and obligations as Visser & Smit Hanab's own personnel in respect of health, safety and the environment. The personnel set to work or hired by the contractor have a certain degree of autonomy with regard to the execution of the work; however, they are subject to Visser & Smit Hanab's supervision in respect of health, safety and environmental matters.

Temporary personnel have the right – for safety and/or health reasons – to consult with the relevant officials within Visser & Smit Hanab. In addition, there is also the possibility of consulting the Visser & Smit Hanab Prevention Officer.

The following rules of conduct apply:

- Temporary personnel must participate in information and instruction sessions organised by Visser & Smit Hanab;
- The (project-specific) rules regarding health, safety and the environment must be adhered to;
- (Near) accidents, unsafe situations and (environmental) incidents must be reported immediately to the Project Leader;
- Personnel must possess a valid form of identification (passport or ID card) and must comply with that which is stipulated in the Compulsory Identification Act (*WID*) and the Foreign nationals (Employment) Act (*Wav*);



The following rules apply if personnel are deployed on Visser & Smit Hanab projects:

- The relevant persons must possess a valid basic VCA or VOL VCA safety certificate (SCC);
- If work is to be undertaken in contaminated soil / water then the persons involved must possess a medical examination certificate in accordance with CROW 132;
- Waste must be deposited in the designated waste containers – if possible immediately but no later than at the end of the working day;
- The persons involved must possess at least the following Personal Protective Equipment:
 - safety helmet made of polyethylene or better, manufactured in accordance with EN 379 (compulsory);
 - fire-resistant, anti-static overalls with 'Visser & Smit Hanab' logo (compulsory);
 - high safety shoes or boots, class S3 (compulsory);
 - hearing protection (depending on the work);
 - eye protection (depending on the work);
 - hand protection (depending on the work).

Additional specific Personal Protective Equipment may be necessary for individual activities. Unless agreed otherwise, these will be issued on the basis of the RA&E or advice from the Safety Officer. This situation can arise for example if welding work is to be carried out or if work is to be undertaken in contaminated soil.

3. HSE Terms and Conditions relating to product supplies

For environmentally hazardous substances the contractor will provide Visser & Smit Hanab with a Safety Data Sheet according to REACH, Directive 67/548/ EEC or Directive 1999/45/EC at the moment that the substance is delivered. Insofar as applicable, the products supplied must carry the CE mark in accordance with Dutch legislation.

The following provisions apply if this contract concerns the supply of materials that are subject to the Netherlands Soil Quality Decree:

- 1 The contractor guarantees that the building materials to be supplied comply with the requirements set for those building materials pursuant to the Netherlands Soil Quality Decree;
- 2 No later than on the agreed delivery date the contractor must provide proof acceptable to the competent authority that the building materials comply with the requirements referred to in paragraph 1;
- 3 If the contractor fails to meet the obligations referred to in paragraph 1 and paragraph 2 they will be liable towards Visser & Smit Hanab for all damage suffered by Visser & Smit Hanab as a result of this and they indemnify Visser & Smit Hanab against all claims by third parties as a result of these failures.

4. HSE Terms and Conditions relating to subcontracting

The contractor must incorporate the applicable HSE Plan in their work and must familiarise themselves with the RA&E (Risk Assessment and Evaluation) that is present at the project location. If the contractor's work is not covered by the Visser & Smit Hanab HSE Plan the contractor must prepare an RA&E for their own work.

Relevant personnel must possess a valid basic VCA or VOL VCA safety certificate (SCC).

5. HSE specific Terms and Conditions

On the first request of Visser & Smit Hanab, subcontractors or suppliers must provide (within the framework of Visser & Smit Hanab's CO₂ awareness certificate) a corporate CO₂ footprint certificate. The CO₂ footprint certificate must be accompanied by a verification declaration from a certification body.

Visser & Smit Hanab retains the right to set further requirements in respect of Health, Safety and the Environment.