

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR CONTRACTUAL PARTNERS OF EESTI ENERGIA

Category	Resolution of the Management Board of Eesti Energia AS
Scope	Eesti Energia AS and companies of the Group that have been founded on the basis of the legislation of the Republic of Estonia (except for Elektrilevi OÜ and Enefit Outotec Technology OÜ)
Effective date	As of approval
Related documents	Procurement procedure for Eesti Energia AS and companies of the Group
Forms and information system solutions	
Owner	Risk Management Department
Invalidated documents	Occupational health and safety requirements for contractual partners of Eesti Energia Approved with Resolution No. 37/2010 of the Management Board of Eesti Energia AS

1. Objective

- 1.1 These requirements have been established as a subdocument of the "Procurement procedure for Eesti Energia AS and companies of the Group".
- 1.2 The objective of this document is to provide the requirements for occupational health and safety (hereinafter OHS) that partners having a contractual relationship (hereinafter the contracting party) with a company of the Eesti Energia Group (hereinafter Eesti Energia) must comply with.
- 1.3 Eesti Energia shall inform the contracting party of the OHS requirements established in Eesti Energia and demand that the contracting party comply with the requirements on the territory of Eesti Energia as well as on any sites outside the territory of Eesti Energia, provided that the contracting party is performing the obligations arising from the contract entered into with Eesti Energia on such sites.
- 1.4 Eesti Energia shall engage in occupational safety cooperation with the contracting party in the framework of which the safety of employees and any third parties (hereinafter jointly referred to as persons) is taken care of.
- 1.5 Upon the performance of a contract entered into with Eesti Energia, the mindset must be that any accident can be prevented. The purpose of the implementation of these requirements is to ensure as safe a working environment for persons as possible, to work without occupational accidents and diseases and to prevent any damage to third parties.

2. OHS requirements

- 2.1 The contracting party must plan its activities in such a manner that they do not jeopardise the life or health of persons or the environment or cause any proprietary damage when implemented.
- 2.2 The contracting party shall evaluate the necessity to prepare a risk assessment for the site and the work to be performed. If the contracting party decides not to prepare a risk assessment, it shall inform Eesti Energia thereof. If the contracting party prepares a risk assessment for the site and the work to be performed, it shall submit the risk assessment to Eesti Energia if required.
- 2.3 The contracting party shall implement occupational safety measures that correspond to the nature of the work and are in conformity with the legislation applicable in the Republic of Estonia.
- 2.4 The contracting party shall perform any and all requirements arising from legislation and applicable to its contractual activities (*inter alia* the requirements of the Occupational Health and Safety Act, Equipment Safety Act, the Building Code, Fire Safety Act,

Chemicals Act and the requirements provided in other legislation, including the safety instructions established by local authorities).

- 2.5 If the contracting party uses a subcontractor for the performance of its contractual obligations, it shall immediately inform Eesti Energia thereof. The contracting party shall ensure that the subcontractor complies with the requirements applicable on the territory and/or on the site of Eesti Energia and shall be liable for any damage arising from the failure to comply with the requirements. The contracting party shall also ensure that the employees of the subcontractor and other persons used by the subcontractor upon the performance of the contract have the qualifications required for the performance of the respective work. The contracting party shall be liable for the acts and/or omissions of any and all subcontractors and other persons involved by them regardless of the approval of Eesti Energia.
- 2.6 Electrical work, hot work, lifting work and other work that requires compliance with specific requirements may be organised and performed only by employees having respective competence and qualifications. Eesti Energia shall be entitled to demand materials certifying the qualification of the persons used by the contracting party and its subcontractors upon the performance of the contract.
- 2.7 The contracting party shall immediately inform a representative of Eesti Energia of any accidents (including near misses) and incidents (including situations that may lead to an accident) that have taken place upon the performance of its contractual obligations.
- 2.8 The representatives of Eesti Energia shall be entitled to inspect the organisation of the OHS work of the contracting party and its subcontractors on the sites.
- 2.9 The contracting party shall be responsible for the compliance of the contract-related work, materials and services with the quality and safety requirements and for the verification of such compliance.
- 2.10 Where necessary, Eesti Energia can, at its own discretion, establish additional OHS requirements in the contract entered into with the contracting party or in a separate procedure. Eesti Energia shall inform the contracting party of any additionally established requirements within five working days.
- 2.11 It is strictly prohibited to operate on the site of Eesti Energia or at a client's site in a state of excessive fatigue, intoxication by alcohol, drugs or toxic substances, or when suffering from the residual effects of the same. The contracting party shall ensure the immediate removal of such persons from the performance of duties.
- 2.12 The contracting party shall ensure safety in the work zone and, where necessary, limit access to the work front.
- 2.13 When operating on a site of Eesti Energia, the contracting party shall be responsible for the overall order and condition of the working environment. In the course of work, the contracting party shall clean up any waste and residual materials after itself and leave the work front at least in the same condition as before the commencement of work, unless agreed otherwise.
- 2.14 In case of an emergency, accident or a hazard thereof, the person directing the work of the contracting party shall take any and all reasonably necessary measures in order to prevent the emergency or accident or to eliminate the consequences thereof and inform a representative of Eesti Energia of the measures taken at the earliest opportunity and comply with the orders of the representative of Eesti Energia.
- 2.15 Any and all persons used by the contracting party and the subcontractor upon the performance of work must be properly instructed about their work and comply with the requirements of occupational safety, ensuring the health and safety of themselves, their colleagues and bystanders.
- 2.16 Any and all persons used by the contracting party and the subcontractor upon the performance of work must have passed a medical examination and their state of health must be suitable for performing the contractual obligations.
- 2.17 In the event of a serious violation of the OHS requirements, including by a subcontractor, Eesti Energia shall be entitled to unilaterally terminate the contract entered into between the parties.
- 2.18 The causes for any and all accidents must be investigated by the contracting party, and the results must be submitted to a representative of Eesti Energia. Eesti Energia may demand that an independent external partner be involved in order to conduct an independent expert assessment of an accident.

- 2.19 In case of any questions concerning the OHS, the parties to the contract shall immediately inform one another thereof and, where necessary, agree on a respective meeting.
- 2.20 If workers of at least two employers work at the workplace at the same time and there is no employer who organises the work, the employers shall enter into a written agreement on collective occupational health and safety activities and on the liability of the employers. If no agreement has been entered into, the employers shall be solidarily liable for any damage.
- 2.21 In these events or in other events not regulated by the OHS requirements, the legislation of the Republic of Estonia shall be complied with.
- 2.22 If any rule or requirement for ensuring safety has remained unclear to the contracting party or its representative, it shall address a representative of Eesti Energia for clarifications.
- 2.23 The contracting party shall comply with the OHS requirements as the minimum requirements.