

Maxion Wheels Czech s.r.o.

Vratimovská 707
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Company ID: 24790834
Tax ID: CZ24790834



Supplement No..... to the contract.

TERMS AND CONDITIONS TO ENSURE HEALTH AND SAFETY AT WORK, ENVIRONMENTAL PROTECTION AND FIRE PROTECTION, MANDATORY FOR ANY COMPANY SUPPLYING GOODS AND/OR PROVIDING SERVICES TO MAXION WHEELS CZECH S.R.O.

These Terms and Conditions shall apply within the scope of activities of the entities acting as contract parties (henceforth "contractors") of Maxion Wheels Czech s.r.o. (henceforth "MWC"). The Terms and Conditions shall be without prejudice to the contractors' contractual obligations. Where their nature permits so, obligations based on these Terms and Conditions shall apply in addition to the contractual obligations. Where obligations following from these Terms and Conditions coincide with any contractual obligations, the more stringent of the obligations shall apply (unless explicitly stated otherwise). In no case shall these Terms and Conditions be interpreted as limiting in any way any of the contractor's obligations.

a) Basic preconditions for cooperation

1. For MWC, health and safety at work and environmental protection (henceforth "HSE") along with fire protection (henceforth "FP") are among basic corporate values that are respected in all company activities and services. Every contractor is expected to honour those values as well and to respect them during the performance of all activities and services under the contract. MWC intends, within preparatory activities for the cooperation and during the cooperation activities themselves, to assess each contractor's HSE policy and to cooperate with such contractors only to which the health and safety of their employees, suppliers and other persons are a priority.
2. The contractor must agree, while fulfilling its contractual obligations, to comply with general legislation aiming to prevent damage, specifically laws and regulations applicable to health and safety at work, fire protection and environmental protection, as well as regulations and rules governing the handling of hazardous chemical substances and mixtures.
3. The contractor must agree, while satisfying its contractual obligations, to cooperate with MWC to ensure HSE & FP to the extent dictated by general legislation and to contribute to the creation of a safe and harmless working environment.

b) Contractor's obligations:

1. The contractor shall ensure that any activity within the contract is performed by employees who are adequately qualified and fit for their work. The contractor shall ensure that the above obligations are also met by any of its own suppliers and other entities hired by the contractor to carry out any of the contracted activities and services. The contractor shall submit to MWC documents demonstrating its employees' qualification, competence and fitness for work in good time on request.
2. The contractor shall ensure that any work is carried out by using safe means, procedures and practices complying with applicable legislation and following manufacturer's recommendations, including use of machines, tools and instruments in accordance with the instructions for use and

principles of the industry and including their periodic inspections and maintenance as prescribed by legislation and/or recommended by the manufacturer. The contractor shall ensure that this requirement is also met by any other entities hired to perform some work/provide services within its contractual obligations.

3. The contractor shall submit to MWC all documents demonstrating compliance with the requirements set by general HSE & FP legislation. This primarily includes documents demonstrating contractor staff's competence, qualification and fitness for work, identified risks of contractor's activities, records from inspections and overhaul of machines and equipment, working/technological procedures of the planned activities and safety data sheets of the chemical substances/mixtures handled by the contractor's staff.
4. Prior to starting its activities within the contract, the contractor shall, in cooperation with MWC, make its personnel familiar with HSE & FP requirements to be complied with while carrying out activities within the contract.
5. The contractor shall provide its employees with prescribed personal protective equipment (PPE) as required for their work within the MWC area/in MWC buildings. This includes both universally mandatory PPE and PPE specifically selected with respect to the related risks. PPE which is universally mandatory within the MWC area include:
 - a. Working clothing: no shorts or shirts with short sleeves or "non-working" clothes presenting any risk to the user (entanglement, flammability) are permitted in view of the existing risks
 - b. Warning vest displaying contractor's name or working clothing with warning elements and contractor identification
 - c. Working footwear: closed shoes/boots, protection level S1 or better
 - d. Safety glasses, when moving through any MWC manufacturing areas
 - e. Working gloves, for any manual operations
6. Where the nature of the activity or the associated risks require so (supply of major construction/installation work, equipment service and maintenance, activity running in parallel with the manufacturing operations), the contractor shall ensure a recorded workplace handing-over/acceptance procedure, including agreement on and specification of the various responsibilities in this context. Where appropriate, the contractor shall take steps to prevent access of unauthorised persons, mainly by organisational provisions, by using physical, barriers and by installing no-entry signs.
7. Contractor's employees shall not enter areas that are not immediately related to contractors' activities under the contract. Contractor's employees shall walk on pedestrian paths and shall be cautious not to collide with fork-lift trucks moving within the area. Contractor's employees shall fully respect all safety/warning signs, prohibitive/mandatory signs, informative panels located within the company area and in the manufacturing areas and any acoustic and visual alarms.
8. The contractor shall inform the authorised MWC representative of any incident such as injury, fire, endangerment of the environment, damage to MWC property or near miss incident that potentially might affect HSE & FP, and to cooperate in the investigation into the incident and elimination of any deficiencies identified.
9. The contractor shall perform periodic HSE & FP inspections within its contractual activities from the moment the implementation of the contract is starting to the moment the Work is handed over to

MWC/the contractual obligations have been fulfilled. Any HSE & FP deficiencies identified during inspections performed by the contractor or by MWC shall be rectified by the contractor within the period of time set for this, by using contractor's personnel and technical means and at the contractor's own cost.

10. Contractor's employees shall not smoke beyond areas reserved for smoking, drink alcohol or abuse drugs within the MWC area or enter the MWC premises while under the influence of alcohol or any other addictive substance.
11. Contractor's employees shall respect all security guard instructions, general traffic rules and local MWC rules for traffic on roads and paths within the area. Contractor's staff shall give priority to moving equipment engaged in MWC manufacturing activities, specifically to company fork-lift trucks. Any contractor's employee shall, if asked to do so by security guard or by an authorised MWC representative, undergo a test for the presence of alcohol or an addictive substance in his/her body.
12. While using any hazardous chemical substances/mixtures within the MWC area, contractor's employees shall wear appropriate PPE, have at hand appropriate safety data sheets and comply with applicable requirements for the transport, handling, storage and labelling of containers with such substances/mixtures.
13. Any waste produced as a result of contractor's activities shall be handled by the contractor in accordance with provisions of Czech Act No. 185/2001 Coll. on wastes and with MWC's internal requirements, particularly as regards the obligation to sort and collect the various waste types. If the requirements specified in this paragraph are not met, MWC will be authorised to bill the contractor any and all costs accrued from the necessity to handle and dispose of the waste by MWC for the contractor.
14. If the extent and type of work are expected to result in the generation of more wastes than as considered usual (i.e. in situations where the waste collecting containers and/or frequency of waste removal from the site are insufficient or where the waste is so specific that it lies beyond the scope of the waste disposal contract signed between MWC and the appropriate licensed waste disposal company), the waste handling procedures and responsibilities for the wastes shall be agreed in advance.

c) MWC's rights, responsibilities and obligations:

1. If a contractor's employee is suspected of being under the influence of alcohol or an addictive substance, MWC shall be authorised to perform a test for the presence of such a substance in the employee's body.
2. MWC shall be authorised to stop any activity immediately and require remedy if the activity is demonstrably associated with violation of HSE & FP legislation and/or MWC's internal rules and regulations. This concerns, in particular, any activity exposing employees of the contractor, MWC or any third party to a hazard endangering their health or lives or the environment. All consequences of the outage, including responsibility for any harm suffered, shall be borne by the contractor.
3. MWC shall be authorised to invoke sanctions as per Section d) below if contractor's personnel has demonstrably seriously breached HSE & FP principles or has repeatedly breached HSE & FP regulations.

4. MWC shall be authorised to individually address any case of non-compliance with the HSE & FP requirements. If the breach is serious, then, in addition to the foregoing, the permit for a specific contractor's employee or vehicle to enter the MWC (or ArcelorMittal Ostrava a.s.) area may be withdrawn. Also, the use of a specific machine, instrument or structure the use of which is hazardous and/or directly contravenes applicable HSE & FP legislation or MWC's internal regulations and rules may be prohibited.

d) Contractual penalties to help enforce the obligations specified herein:

1. Every individual case of breach of HSE & FP rules and obligations, especially such rules and obligations as are set in these Terms and Conditions and in general HSE & FP legislation and MWC's internal regulations, made by the contractor in relation to the fulfilment of this contract and related activities may be fined up to CZK 50,000, payable within 10 days of delivery of the notice.
2. Payment of the penalty does not affect MWC's right to claim any damage caused by contractor's breach of any of its legal obligations.
3. Without prejudice to what is laid down in paragraph 1 above, if a third party or a governmental body or any other entity sanctions MWC for any offence or tort actually caused by the contractor, the contractor shall indemnify and hold harmless MWC against any consequences of such sanctions. The foregoing shall be without prejudice to MWC's right to claim penalty as per Section 1(d) above.

e) Other terms, conditions and information:

1. The contractor is aware of the fact that the entire MWC is monitored by a CCTV system. This system has been installed and operated in agreement with provisions of Czech Act No. 101/2000 Coll. on personal data protection and on the amendment of certain acts, as amended, and it is intended, among other things, to detect any breach of HSE & FP requirements, entry of unauthorised persons into the manufacturing areas and theft of any small material, tools and replacement parts and to protect the corporate know-how, etc.
2. Any vehicle moving within the MWC area must comply with all provisions of Czech Act No. 361/2000 Coll. on road traffic and be cautious not to collide with fork-lift trucks or other vehicles moving within the MWC area and involved in MWC's manufacturing activities.
3. The Alukola plant area must be entered/left through the gatehouse / road at the gatehouse, no other way to enter or leave the area is permitted. The maximum permitted speed is 30 km/h within the Alukola plant area and 20 km /h on the road interconnecting the production floors.
4. Contractor/contractor's employees shall not remove any finished products, intermediate products, raw materials or any other materials or any MWC property from the MWC area without a written permission issued by the authorised MWC manager. Where appropriate, the contractor shall prove its ownership of or other title to any materials being removed by the contractor or its employees from the MWC area.
5. Any contractor's employee who is leaving the MWC area or who is suspected of having stolen any property shall allow his/her luggage or vehicle to be inspected if asked so by a security service officer or an authorised MWC manager. When leaving the company area, any motor vehicle driver shall, if asked so by the security guard officer, allow the cargo area, the cargo, the luggage area and the vehicle area to be inspected. This applies to the Alukola plant area as well as the ArcelorMittal Ostrava area (to which the MWC area belongs).



6. Taking photographs or making video or audio records within the MWC area without MWC's written permission is not permitted.
7. MWC reserves the right not to permit entrance to any contractor's employee or other person who does not respect or behave in accordance with the rules specified herein. This limitation shall be respected by the contractor without prejudice to contractor's obligations following from the contractual provisions.