

HSE Conditions

A. HEALTH, SAFETY AND ENVIRONMENT

1. Veolia's HSE rules and policy statement constitute part of this agreement. Additional rules and instructions included in the relevant agreement shall apply in respect of specific supplies.
2. This agreement shall only apply for the purposes of the agreed work, and the general and specific rules applicable in this respect. Before the work commences, the risks and control measures which are important in this respect must be recorded in an HSE plan based on a risk survey and evaluation (RI&E and/or TRA).
3. Any delay in supply which is due to compliance with the HSE rules or any more specific regulations which the supplier may reasonably be expected to be aware of shall not constitute force majeure. Veolia may therefore suspend supply and shall not be liable for any form of compensation as a result.
4. The supplier must hold a valid SCC or OHSAS 18001 certificate or possess a demonstrably equivalent safety management system when performing the work. Evidence of such equivalence must be presented by means of an audit conducted by an independent safety certification organisation and a certificate issued in this respect. All of the requirements stipulated on the basis of such a certificate shall apply in full with regard to all work. Where the supplier is an Independent Person without Personnel (Dutch "ZZP") without any staff, this person:
 - 4.1 Shall be required to hold a SOS-SCC (Dutch: VOL-VCA) certificate.
 - 4.2 Does not use subcontractors, hired staff or temporary workers;
 - 4.3 Has its own HSE Risk Inventory and Evaluation;
 - 4.4 Has materials, work equipment and personal protective equipment that have been tested. This is in accordance with question 10.2 of the VCA.
5. Where the work or part of it is subcontracted, the HSE terms and conditions of the relevant agreement shall apply on that in full. Subcontracting must be reported in writing and must be approved by Veolia.
6. The supplier shall be required to submit a schedule covering the following:
 - 6.1 weekly safety inspections conducted at the work site, the findings of which must be recorded in writing, and executive action shall be taken, if any deviations are discovered;
 - 6.2 toolbox meetings, in respect of which it must be borne in mind that Veolia may present items for discussion depending on how pertinent they are;
 - 6.3 the identification of project-related risks, including the preparation and conduct of task-related risk analyses and any discussions held and/or instructions issued in response to same.
7. The supplier shall be required to comply with all legal and any other occupational Health and Safety requirements which apply in respect of his organisation, and to identify and have access to same. Every supplier shall be required to comply with the specific HSE terms and conditions and/or rules applicable in respect of the relevant location of Veolia where the work is performed.
8. The supplier must keep a record of the HSE-based FR (Frequency Rate) and / or SR (Severity Rate).
 - 8.1 The FR is determined by multiplying the number of lost-time accidents from the relevant reporting period by 1,000,000 and then dividing it by the number of hours worked.
 - 8.2 The SR is determined by dividing the number of days of absence from the relevant reporting period by the number of hours worked and then multiplying by 1000.

The HSE objectives are set annually and per project and must be included in the HSE plan implementation phase.
9. All operational staff including any operational managers must be in possession of a Personal Safety Logbook (PSL) and shall present it for inspection when requested to do so by a Veolia employee designated for this purpose.
10. Before commencing the work, any person who is charged with its performance by the supplier shall be required to comply with the relevant Veolia procedures and instructions for access. These instructions have a limited term of validity and must be recorded in the Personal Safety Logbook (PSL) when present.
11. The supplier and his staff shall be required to attend the kick-off meeting organised by Veolia and shall, at the request of Veolia, carry out any education and instruction specific to the business.

12. Unless otherwise stipulated, details of the communication and consultation structure must be included in the HSE plan for the implementation stage (Dutch "uitvoeringsfase") based upon use of the Dutch language, unless otherwise agreed in writing. The supplier shall be required to ensure that all safety documents and communications are available in the language spoken by his staff.
13. Before the relevant work is carried out on any premises or site belonging to Veolia, the representative of the relevant location must consent to this.
14. All equipment and resources, including any personal protection aids, must comply with all legislation, applicable regulations and relevant requirements.
15. The supplier shall have a duty to familiarise himself with the emergency plan and evacuation instructions of the location of Veolia where the work is performed. At the work site the supplier shall at the very least ensure that the number of those of his staff, who have attended first aid and/or industrial emergency aid training confirmed by certificate, complies with that stipulated by Veolia.
16. The Supplier shall be required to monitor the details referred to in §6 of this HSE Conditions and to evaluate them regularly and to adjust the action plan where necessary. The method of reporting, the frequency and substantive matters shall be determined by the Veolia.
17. The Supplier shall be required to report any accident or incident and to conduct investigations using an investigative method such as Tripod, a fact tree or equivalent analysis. The findings of this investigation and any control measures must be reported to Veolia. The latter reserves the right to conduct its own investigations independently of or in conjunction with the Supplier.
18. The Supplier shall be required to draw up an audit schedule covering the duration of the project and/or work, or for a longer period of time in the case of a relevant Agreement. The Supplier shall be required to act in accordance with this audit schedule and these audits must focus on the risks specific to the relevant work. Any reports and action for the purposes of improvement must be reported to the Veolia.
19. Veolia may at all times amend and/or supplement these terms and conditions, and any other safety regulations and instructions which it uses by issuing verbal or written directions to this effect, insofar as it may be reasonably necessary to do so. The Supplier shall be required to comply with any such aforementioned amendment or supplement.

B. DANGEROUS SUBSTANCES

20. Hazardous substances are deemed to refer to the following, amongst others:
 - chemicals in general;
 - cleaning agents and thinners;
 - substances intended to be used in laboratories and for research;
 - assembly aids;
 - adhesives and screening agents;
 - insulation materials;
 - industrial chemicals;
 - sealants;
 - lubricants;
 - industrial gasses.
20. In the case of all hazardous substances which are used at locations of Veolia the Supplier shall be required to ensure the direct presence of a current safety information sheet which complies with the requirements stipulated in the Environmentally Hazardous Substances Act (Dutch: "Wet Milieugevaarlijke Stoffen (WMS)"). Those employees performing the relevant work must be notified of the manner in which the requisite information may be found.
21. The Supplier shall be and shall remain responsible for ensuring the appropriate storage, packaging, removal, processing and treatment of the hazardous substances (waste or otherwise) which he uses, unless otherwise agreed in writing.
22. The Supplier shall ensure that there is a workplace hygiene programme for those employees performing work at locations of Veolia who are exposed to hazardous substances.
23. All incidents involving substances as regards both people and the environment should be reported to Veolia. Also immediately appropriate measures should be taken to minimize the seriousness of the incident.