

Health, Safety & Environment Rules for Contractors

These Health, Safety and Environment Rules are mandatory for CONTRACTORS working on installations of Air Liquide, at sites owned/operated by Air Liquide and/or by Air Liquide's customers ("AIR LIQUIDE facility"). These rules may be supplemented by additional and site/installation specific topics expressed in any site specific safety induction. Specific topics may also include topics related to quality, food safety and medical gases. In accepting any order, preparing for and/or undertaking any work for Air Liquide the CONTRACTOR agrees the rules set out below are expressly included in each contract entered into with Air Liquide.

1. General principles

1.1 Safety policy

Safety is a core value at AIR LIQUIDE. Protecting the health and safety of people, whether they are employees, contractors or anyone who works with us, and the environment is our absolute priority. The CONTRACTOR is expected to have knowledge about AIR LIQUIDE's HSEQ Policy.

1.2 Compliance with applicable laws and regulations

The CONTRACTOR must stay up to date on the legal provisions applicable and must adhere to them. He is obliged to submit the necessary legal notices to the authorised bodies and must have the necessary permits required in terms of local regulations.

1.3 Compliance with AIR LIQUIDE rules

Each individual working for Air Liquide, whether employee or contractor, is expected to know the Life Saving Rules ("LSRs"), follow them and always intervene if there is the potential for unsafe behaviour or conditions.

The following 12 LSRs apply at all AIR LIQUIDE Facilities and for all contracts implemented for AIR LIQUIDE. AIR LIQUIDE has a zero tolerance policy with regard to these 12 LSRs. Transgression of any one of these rules could result in action including non-conformance, removal from the AIR LIQUIDE Facility. It may be considered a breach of any contract.

"If you choose to break these rules, you decide not to work for Air Liquide"

"I do not work under the influence of drugs and/or alcohol."

"I do not smoke outside designated smoking areas."

"I wear the personal protective equipment required for the job."

"I never enter a confined space without authorization."

"I wear an ambient gas detector when required."

"I work with a valid safe work permit."

"I apply isolation procedures before working on potentially energised systems."

"I do not disable an EIS without authorization and compensatory measures."

"I wear fall-prevention equipment when working at heights."

"I do not walk under suspended loads."

"I always wear a seat belt when I am in a moving vehicle."

"I secure the load on vehicles."

1.4 CONTRACTOR management commitment

The CONTRACTOR is always required to adopt any and all measures aimed at increasing safety for its employees, even if such measures are not expressly addressed in this document. The CONTRACTOR undertakes to communicate these guidelines to its personnel and to the personnel of any subcontractors and undertakes to enforce compliance with them.

2. Organisation and resources

2.1 AIR LIQUIDE and CONTRACTOR roles and contacts

The CONTRACTOR has been appointed as it is an expert in the nature of works it is contracted to undertake.

The CONTRACTOR must appoint an on site "work supervisor" to ensure good communication and coordination with AIR LIQUIDE. The "work supervisor: supervises the works on site to ensure that they are carried out in accordance with the internal regulations of the customer, and the applicable legal provisions and Air Liquide's requirements.

2.2 CONTRACTOR staffing

The CONTRACTOR shall ensure the appropriate staffing with competent personnel with all required certification, as well as clear assignment of roles and responsibilities, to ensure a safe execution of the services.

The CONTRACTOR declares that he will only deploy workers if they are in possession of a valid work permit. The CONTRACTOR shall ensure that this obligation is also complied with by its subcontractors.

2.3 Worker capabilities

The CONTRACTOR will ensure all work is carried out by suitable and skilled personnel with sufficient technical skills and experience as required for the nature of works being undertaken.

The CONTRACTOR must submit information on training and certification when requested to do so by AIR LIQUIDE.

The CONTRACTOR shall ensure its personnel are able to understand and speak the language used in the location where the maintenance work is executed.

2.4 Working hours

Work is carried out during normal working hours (in line with the normal working hours of the site) and on normal working days. Any deviation from the normal working hours must be approved by AIR LIQUIDE beforehand. The maximum working hours stated in national or regional legislation must never be exceeded.

2.5 Sub-contracting

Complete subcontracting of the scope of work is not allowed. The CONTRACTOR may subcontract in part the execution of the work, which must be expressed before the order is placed and subject to AIR LIQUIDE's written authorization. All provisions applicable to the CONTRACTOR in this document shall also apply to any subcontractor.

3 Safety management system

3.1 Safety performance review and contract termination

During the execution of the works, the CONTRACTOR agrees that the respect of HSE rules can be checked by AIR LIQUIDE at any time through safety inspections, behavioural safety visits and spot audits. For the avoidance of doubt any such checks by AIR LIQUIDE does not lessen CONTRACTORS responsibilities under these rules.

3.2 Reporting and analysis of undesirable events

The CONTRACTOR shall immediately notify AIR LIQUIDE in the event of: an incident affecting the health and/or safety of any person on site; and/or environmental or property damages. The CONTRACTOR will cooperate (and procure the co-operation of its personnel) with AIR LIQUIDE's investigation of any incidents/accidents upon request (such cooperation shall include the provision of documents as requested).

3.3 Record keeping

The following data shall be stored and produced at AIR LIQUIDE's request:

(i) certificates of contractors' employees; (ii) proof of evaluation of companies used as

subcontractors; (iii) conformity and (legal) inspection certificates for vehicles, equipment, tools, etc. used; (iv) safety data sheets (SDS) for hazardous materials that are brought/used on site (if applicable); (v) waste removal certificates for (hazardous) waste materials (if applicable); (vi) any incident investigation report.

4 Risks and mitigation

4.1 Hazards associated with the works to be executed

Prior to starting the work, AIR LIQUIDE shall provide the CONTRACTOR with the information relevant to the site (insofar as it is in AIR LIQUIDE knowledge) to assist the Contractor with preparation of a safe execution of the work (e.g. co-activity, characteristics of the installation, products handled on site, circulation plan etc.), and the CONTRACTOR shall share with AIR LIQUIDE his work execution plan (method of statement to execute the work, hazards identification and mitigations). The CONTRACTOR is responsible to ensure it has received from AIR LIQUIDE all information required for the safe execution of the work. The CONTRACTOR shall be responsible for completing and keeping under review all necessary risk assessments and method statements.

4.2 Safe work permit

An appropriate work permit (inc safe work permit/permit to work) is required for every intervention at an AIR LIQUIDE facility. The CONTRACTOR must familiarise itself with the local procedures for obtaining the work permit and attend any induction/orientation or similar briefing provided. The works supervisor nominated by the CONTRACTOR must not start any works until they are in possession of a valid work permit. In starting any works CONTRACTOR confirms agreement with the work permit and that they have fully understood the content of the work permit, including full understanding of all risks associated with the works and the AIR LIQUIDE Facility and that it has all necessary information from AIR LIQUIDE to safely execute the works. CONTRACTOR agrees that in the event any circumstances relating to the works changes they will cease works to the extent required and notify an AIR LIQUIDE representative of such changes (which may require a review and/or modification to the work permit).

4.3 Personal protective equipment (PPE)

The CONTRACTOR shall provide its employees with personal protective equipment in accordance with the type of work. It is the responsibility of the CONTRACTOR to clearly determine the necessary and required personal protection equipment and to provide it according to the relevant risk for the activities/works of the CONTRACTOR. CONTRACTOR shall ensure relevant PPE is noted in the risk assessments and/or method statements. In the event AIR LIQUIDE specifies certain PPE unique to certain activities CONTRACTOR shall comply with such requirements.

4.4 First aid and emergency management

The CONTRACTOR's employees shall follow the rules, protocols and communication instructions related to first aid and emergency management that are applicable on the site where the maintenance work is executed. The CONTRACTOR's employees shall take part in any emergency exercises organised while they are present on the AIR LIQUIDE site.

5 Execution of the work

5.1 Preparation of the work

Before starting the work, the CONTRACTOR must ensure that:

- a pre-job planning is prepared;
- appropriate risk assessments and method statements have been completed and shared with AIR LIQUIDE (AIR LIQUIDE does not assume responsibility by virtue of the same being shared);
- all its employees have attended the AIR LIQUIDE safety induction including site specific topics;
- utilities needed to execute the work (i.e. electricity, compressed air, temporary lighting, etc.) are installed and ready for safe use;
- a valid safe work permit signed by an authorised AIR LIQUIDE representative has been issued and that the content thereof has been communicated clearly to the people executing the work.

5.2 Human factors and stop work authority

The CONTRACTOR shall actively contribute to AIR LIQUIDE's practices to support the safe behaviour of the CONTRACTOR's employees, and especially:

- safety routines (safety talks, toolboxes, meetings, etc.);
- behavioural safety visits;
- investigation/disciplinary policy in case of safety rules violation;
- recognition of safe practices.

The CONTRACTOR shall encourage its employees to detect and report unsafe situations and to stop/suspend unsafe work that presents an immediate danger to people or the environment.

5.3 Working environment

The CONTRACTOR must always maintain its workplace in a clean and tidy state.

5.4 Coordination during the execution and at completion of the works

Coordination meetings between the CONTRACTOR (and its subcontractors as needed) and AIR LIQUIDE are held with a frequency and format appropriate to the duration and complexity of the scope of work. Safety, health and environment are systematically included on the agenda of these coordination meetings.

6 Environment

The CONTRACTOR is expected to eliminate or at least minimise the environmental impact (use of raw materials, waste, leakages, noise, etc.) as much as possible. All waste materials (solid and liquid) produced by the CONTRACTOR'S activities and/or generated by the CONTRACTOR must be cleaned up and removed by the CONTRACTOR in line with local regulations.

7 Security

The CONTRACTOR shall follow all protocols and documents regulating access to the sites of AIR LIQUIDE or its customers. Photographing and/or filming parts of installations is prohibited without the explicit permission of AIR LIQUIDE.