

PROVISIONS FOR OCCUPATIONAL HEALTH, SAFETY&ENVIRONMENT MANAGEMENT (AGREEMENTS BETWEEN ABB and CONTRACTORS)

These occupational health, safety, and environment provisions shall be applicable in case of contractors provide service in the facility of ABB or customers of ABB, and these provisions aim to provide working of contractors and ABB employees in a workplace conformable to occupational health, safety, and environment standards together with a safe workplace.

1. Basic requirements to be fulfilled by the contractor

- 1.1. The Contractor shall undertake to all necessary accident prevention measures and comply with all national and global conventions, laws, regulations, communiqués and other relevant legislations concerning Occupational Health, Safety, and Environment Management.
- 1.2. Within the scope of current legal requirements in our country, the contractor shall fulfill requirements with regard to occupational safety expert and workplace physician (and other health staff if required).
- 1.3. The Contractor shall appoint a person for coordination with ABB concerning occupational health and safety and environment, and inform the name of such person to ABB.
- 1.4. The Contractor shall perform a risk analysis study regarding works and activities, and make necessary works for managing such risks and minimize to an acceptable level. Scope and method of risk analysis shall be determined after negotiating with ABB taking into account size, time, and risks of the work.
- 1.5. The Contractor shall ensure sufficient training is received by its employees concerning risks to be faced during works, emergency state precautions, general occupational safety precautions, personal protective equipment, environmental protection precautions, and specific work instructions, and certify such trainings. If it is need to renew basic safety training and any other training per requirements of legislation, the Contractor shall ensure training of its employees again and being up-to-date of such certificates.
- 1.6. The Contractor shall also submit documents certifying that employees working on tasks requiring specific training and certificate (crane/forklift operation, welding works, electricity works, first aid, etc.). ABB may request additional trainings or give trainings by itself based on risks and characteristics of the work.
- 1.7. The Contractor shall inform any incident to ABB authorities in case of any accident had by itself or subcontractor employees in the work field of ABB, giving damage to the materials and equipment or occurrence of any environmental inconvenience or accident. In case of any accident, ABB may help for coordination of health unit; however the contractor shall solely be responsible for giving medical treatment to the accident victims. Any and all legal and punitive liability due to such accident shall be met by the Contractor, and in case of ABB is obliged to pay any compensation/penalty for any reason whatsoever, and then the Contractor shall immediately compensate ABB.
 - 1.7.1. Near-miss incidents with high potential, accidents with day loss, delivery to the hospital or all incidents severe than those and major environmental impacts (breakdown of pipe or tank, chemical substance spillage, discharge to sewerage, leakage into the soil, uncontrolled emission, etc.) shall be immediately informed to ABB authorities.
 - 1.7.2. Non-conformities, near-miss incidents which are not high potential, first aid, and small accidents shall be informed by the contractor during the regular meetings with ABB officer.
 - 1.7.3. All accidents and incidents shall be analyzed by the contractor, and reports shall be prepared, and informed to the ABB officer with two days at the latest. Re-occurrence shall be prevented by taking corrective measures and precautions.
- 1.8. The Contractor shall take necessary precautions stipulated in current occupational health, safety, and environment legislations regarding its own working field, equipment, and materials, and show efforts to prevent possible inconvenience and accidents. If there should be any additional study, then he shall inform ABB.
- 1.9. Electrical works shall be performed by authorized electricians. Prior to the work on electrical installation, the safe work permit

shall be obtained and electrical lock out-tag out shall be applied in coordination with ABB officer and technical team. Electrical hand tools shall be in accordance with standards and well-kept. No damage shall be found in cables and electrical installation, no additions, or modifications shall be made.

- 1.10. Works performed at heights or areas where injury may occur if fallen shall be within the scope of work at height and permit to work. The Contractor shall abstain from works at heights as far as possible, and aim to perform all possible stages of work at ground level. Collective protective measures shall be prioritized in works at height, and different equipment such as scaffolding, platform, elevator, ladders to be used shall be in accordance with standards. These shall be examined by a technical expert and he shall approve that it ensures necessary occupational safety requirements (through form or conformity mark). In cases where collective protective measures are not possible, harness type personal protective equipment shall be provided, and these shall be used at suitable anchor points.
- 1.11. Prior to perform work in restricted/closed areas, pits, and excavation regions which may be seen in the field, ABB officer shall be informed and work shall be started after taking necessary precautions and permit to work. Restricted areas shall include different regions such as tanks, silos, tunnels, channels, paint shops, boiler rooms which cannot be excavated in emergency conditions or contain/contained hazardous substances/gases.
- 1.12. Works having high risk;
 - Hot working (welding, cutting, annealing, etc.),
 - Electrical works (lockout & tag out practice),
 - Working at height,
 - Working in restricted/closed areas,
 - Working in lines having hazardous substances (oil, solvent, steam, natural gas lines, etc.)
 - Pit and excavation works

The Contractor shall contact ABB officer prior to such works, and obtain written work permit.

- 1.13. The Contractor shall ensure that pressurized containers are controlled, maintained, and fixed against falling/tilting. Connection points, hoses, valves, pressure gages, and other accessories shall be checked prior to the work.

- 1.14. The Contractor shall obtain legal checks and inspections for vehicles (forklift, crane, workshop hoist, truck, vacuum truck, hydraulic platform, etc.) to be used in ABB facilities. Speed limits, safety belt, mobile phone and parking rules shall be abided within the facility. If vehicles create any chemical substance, oil, etc. leak or unacceptable emissions, these shall immediately be taken outside of the facility for repairment.
- 1.15. Hand tools and portable equipments used by the contractor shall have necessary safety precautions and machine protections.
- 1.16. The employees of the contractor can only be present in relevant work area and permitted common areas (dining hall, locker room, etc.). Their entrance into other areas within the facility and unauthorized regions is not permitted.
- 1.17. They may only smoke in certain open smoking areas. Likewise, eating, drinking, and resting is not permitted in work areas, these can only be made in certain areas.
- 1.18. The Contractor shall dispose of wastes (hazardous, non-hazardous, packaging, etc.) occurred during works in accordance with current legal requirements. However if it is indicated in the agreement and approved by ABB, such wastes can be disposed of by ABB.
- 1.19. The Contractor shall not permit spillage of any chemical substance, waste water or liquid to ducts, floors or washbasins.
- 1.20. The Contractor shall prefer methods and equipments ensuring energy-efficient usage of raw materials and energy resources. Recycled, re-usable items with low environmental impact shall be preferred in material selection.

2. Subjects to be coordinated by ABB

- 2.1. For long-term works (>2 weeks), ABB officer (the person responsible for executing the agreement) and the contractor shall hold weekly meetings on occupational health and safety, and environmental management. In the meetings, conformity to the conditions stipulated in this document, management of existing risks, hazardous works, work permits, trainings, chemicals, wastes, accidents and incidents, general cleaning/tidiness and administrative works shall be discussed. These

meetings may also be held together with routine meetings made for monitoring of the project under a separate topic.

- 2.2. If the noise level exceeds 80 dB during works, the Contractor shall provide necessary noise limiter precautions or personal safety equipment for its own employees. In case of such noise affects ABB employees, then method and work schedule to be followed shall be determined together with ABB officer.
- 2.3. In works where there is risk of fire, the contractor shall take fire preventive measures and provide adequate quantity of fire extinguishers. The contractor shall request from the officer of ABB for the removal of inflammable materials which may be found in the work environment and keeping ready fire extinguishing system of ABB whenever required. Excavation routes and emergency exits shall be kept open, and alternate routes shall be found for roads and emergency exits which can be blocked during work.
- 2.4. ABB shall monitor occupational health and safety and environmental performance of the contractor, and request immediate correction in case of any deviation from ABB standards and conditions stipulated in this document. The Contractor shall also establish its own supervision mechanism and evaluate its own performance, and prevent unacceptable situations without any inquiry by ABB. The Contractor shall stop operation in person in case of any unsafe condition or behavior and inform ABB officer. In the event of it is not possible to eliminate unacceptable situations within given time and method or they become continuous, then ABB shall terminate work temporarily or permanently. In case of the work stopped temporarily or permanently by ABB due to failure of the contractor to fulfill its obligations mentioned herein, the Contractor shall immediately compensate damages of ABB.

3. General Conditions

- 3.1. In case of the Contractor have some portion or all of the work done by a subcontractor with approval of ABB, provisions of all occupational health and safety and environment stipulated in this document shall also be applied by the subcontractor. The Contractor shall be responsible for correct execution and safe operation of the work by its subcontractor.

- 3.2. The Contractor shall work in coordination with ABB officer regarding subjects which may relate to its own work within the scope of ISO 14001 Environmental Management Systems and ISO 45001 Occupational Health and Safety Management System being performed in ABB facilities.
- 3.3. The Contractor shall make employment procedures and insurance transactions for its employees in accordance with Social Security Institution, and submit necessary documents to ABB. Minors under age 18 shall not be employed in the works made in ABB facilities. All health reports to be received in accordance with legislation shall be obtained from the workers, and it shall not employ workers who didn't submit such documents, and submit ABB if required in accordance with the General Data Protection Regulation.
- 3.4. ABB may terminate this agreement which is concluded with the contractor unilaterally in case of failing to abide occupational health and safety and environmental management conditions stipulated herein or expected from the Contractor and to be respected in accordance with the Legislation even though not clearly mentioned or in case of continuation or failing to correct unacceptable and dangerous situations.