

Contractor Safety Agreement

This agreement applies to all on-Site service activities by any service provider (collectively referred to as "Contractor") inside the fence line of LANXESS legal entities within China (collectively referred to as "Site") including but not limited to process areas, utilities, offices, lab and open areas.

The purpose of this agreement is to ensure all the activities in Site conducted in a manner fully following China and local regulations about safety, health, environment and LANXESS requirements. On the basis of friendly negotiation, the Parties entered into this Agreement in respect of follows.

1. SITE Responsibilities:

- 1.1 Provides necessary HSE training to all the staff under Contractor and its subContractors before they start work in Site. Training covers but not limited to:
 - 1.1.1 Potential hazards and precautions associated with assignments
 - 1.1.2 Work Permit and other specific permitting programs
 - 1.1.3 Personal Protective Equipment (PPE)
 - 1.1.4 Emergency Response Plan
 - 1.1.5 Incident reporting
 - 1.1.6 Chemical handling
 - 1.1.7 Waste disposal
 - 1.1.8 Civilized construction and Housekeeping
- 1.2 The Site and Contractor need to make the risk assessment together, and identify the risk of work area and work content.
- 1.3 Safety and technical disclosure should be transmitted to the Contractor, and this process shall be recorded.
- 1.4 The work area must be defined, notice not to walk around and forbid to touch any valve, pipe and equipment, etc. without permission.
- 1.5 The fire extinguishing facility, evacuation route and emergency meeting point in work area should be informed to the contractor. Also include what PPEs shall be wore during working if need
- 1.6 Checks and qualifies electric tool, power box and scaffolding before initially used.
- 1.7 For high risk works, the Contractor's work permit and related safety precautions should be confirmed before the implementation. High risk works cover but not limited to: Elevated work, Hot work, Excavation work, Confined space work, Lifting work, Scaffolding, Ray work, Static pressure testing, High pressure jet work, Temporary electronics work, Pipeline disconnection work.
- 1.8 Conducts regular on-Site inspections and provides clear feedbacks in time.
- 1.9 Takes necessary actions based on different risk levels associated with unsafe behaviors of Contractor:
 - 1.9.1 Stops unsafe behaviors immediately,
 - 1.9.2 Kicks individuals or supervisors off Site,
 - 1.9.3 Close the contractor, and financial penalty,
 - 1.9.4 Closes the field for certain days

2. Contractor Responsibilities:

- 2.1 Contractor must comply with the related laws and regulations of P.R.China, HSE policies, procedures and regulations (hereafter "HSE Policy") of SITE, and accept the supervision, inspection from SITE.
- 2.2 Contractor must ensure the submitted certificates and documents credible, legal and valid according to the demand. Ensures all individuals have necessary experience, knowledge, education, expertise and right attitude for their assignments.
- 2.3 Contractor's management and supervision must have the responsibility to achieve and maintain a well-informed and motivated workforce that will effectively contribute to. The Contractor project manager is the chief HSE responsible person in SITE project and Assigns qualified on-Site coordinator(s) and establishes team (committee) for HSE and documents these to SITE.
- 2.4 Ensures any individuals have received HSE training initially and whenever needed by Site before their work starts.
- 2.5 Submits HSE management plan to Site for review initially and after changes.
- 2.6 The Contractor shall provide operation personnel or sub-Contractors personnel with sufficient safety information on Site operation according to risk assessment content and regulatory measure requirements, ensuring that the personnel fully understand the corresponding risk and control and protection measures.
- 2.7 Provides appropriate PPE for all individuals and gets PPE pre-qualified by Site HSE.
- 2.8 Ensures all equipments and substances are reviewed and approved by Site before initially used in Site including but not limited to-
 - 2.8.1 Chemicals
 - 2.8.2 Machines
 - 2.8.3 Gas cylinders and other pressure vessels
 - 2.8.4 Electrical, mechanical and hand tools
 - 2.8.5 Vehicles (e.g. forklift, crane, etc.)
- 2.9 Is responsible of managing all individuals and on-Site activities. Is ultimately responsible for sub-Contractor(s).
- 2.10 Is NOT allowed to-
 - 2.10.1 Move into areas where are not relative to assigned work.
 - 2.10.2 Do any works not assigned.
 - 2.10.3 Send individuals without any assignment or third parties in without approval by Dow Corning Songjiang Site.
- 2.11 Reports any injuries, fires, epidemics and other emergencies immediately to Site and local authorities, and takes appropriate actions per Emergency Response Plan to minimize all losses from it.

- 2.12 Contractor must report to SITE management on all required reporting categories, e.g. safety performance, incident, injuries, environmental loss and security cases etc. The Contractor is requested to support and provide required assistant to ensure that accidents, incidents and reported cases are investigated for root cause and issued with improvement plans.
- 2.13 Is responsible for any losses due its violations to China and local HSE regulation and Site HSE systems. Any violations, the Contractor must follow the sites' regulation and accept the safety penalty.

3. Reward and penalty management

SITE will manage a Reward and Penalty plan for the whole capital project. Contractors are encouraged to set up their own reward and penalty system.

4. Liability

Both SITE and Contractor have the responsibility of dealing with emergency cases and providing disaster relief when an incident happens.

If the HSE incident is single caused by SITE or Contractor, the responsible party should bear the responsibility.

If the Contractor violate this agreement or other reason to cause incident and losses to SITE, SITE has right to ask for expiation from Contractor.

If the incident is caused by breach of the agreement from both of SITE and the Contractor, both parties shall take the responsibilities and liabilities for the loss according to proportion to the extent of the each party's fault.

This agreement is a bilingual Chinese and English version, Chinese should prevail If any discrepancy between Chinese and English, This agreement constitutes an important component of all the contracts(or purchase order) signed by and between LANXESS legal entities within China and the Contractor, and the agreement shall remain in effect for Contractor until the Contractor or its subordinate unit's employees or personnel of other third Party authorized by the Contractor doesn't provide any work or service to the legal entities of LANXESS China anymore.

The agreement is in 2 originals held by both sides and each of them has same judicial effectiveness.

Both parties have read and fully understand the said terms and agreed to affix their signatures.

Buyer/Site
Confirmed and accepted by Buyer

Contractor
Confirmed and accepted by Contractor

Date

附件

承包商安全协议

本协议适用于朗盛化学中国区所有事业部办公或生产地（以下称“工厂”）的厂界范围内，包括但不限于生产区域、公用工程、办公室、实验楼、空地范围内，由任何服务供应商（以下统称为“承包商”）进行的所有现场服务活动。

本协议的目的是为了确保所有在工厂范围内开展的活动完全符合中国和本地区关于环境、安全、健康和安保方面的法律法规以及朗盛的要求。经友好协商，双方同意遵守本协议的约定。

1. 工厂的职责：

1.1 在承包商及其分包商的所有人员开始提供服务前，工厂应对他们进行健康、安全、环境方面的培训，内容包括但不限于：

1.1.1 和指派的工作相关的潜在风险以及控制措施

1.1.2 安全作业许可证以及其它专门许可证规定

1.1.3 劳动防护用品

1.1.4 应急预案

1.1.5 事故报告

1.1.6 化学品使用

1.1.7 废弃物处置

1.1.8 文明施工

1.2 工厂和承包商一起对施工现场进行风险评估，确认作业区域及内容的风险。

1.3 应对承包商进行现场安全技术交底，并记录。

1.4 对现场活动需划定施工区域，告知承包商严禁随意走动，以及任何严禁触摸的任何阀门、管道、设备等。

1.5 作业区域的消防灭火设施配备情况、疏散逃生路线及紧急集合地点需告知给承包商，同时还包括作业时应穿戴的劳动保护用品。

1.6 初次使用前检查并授权使用电气工具、电箱以及脚手架。

1.7 在涉及到高风险作业时，必须对承包商的作业许可证，相应安全措施到位确认后方可允许承包商进行施工，高风险工作包括但不限于：登高作业、动火作业、开挖工业、进入限制性空间、吊装、脚手架搭建、放射性作业、静压试验、高压水清洗、临时用电、管道断开等。

1.8 对现场进行定期检查并及时提供清晰的反馈。

1.9 根据承包商的不安全行为可能导致的不同风险，采取必要的措施：

1.9.5 立即制止不安全行为，

1.9.6 遣走当事人或主管，

1.9.7 终止与提供服务商的合同关系，要求提供服务商承担违约金，

1.9.8 现场停工若干天

2. 承包商的职责：

2.1 承包商必须遵守中华人民共和国HSE相关的法律法规，遵循朗盛的HSE政策、程序和规则(以下简称“HSE 政策”)。接受朗盛有关HSE方面的监督检查。

2.2 承包商应保证所提供的服务工程要求的相关资质材料真实，合法及有效。所有人员应具备与其工作安排相称的必要经验、知识、教育、专业技能和正确的态度。

2.3 承包商的管理人员与现场监督人员，须负责建立并保持一支经验丰富、充满活力的运行队伍。承包商项目经理是该承包商主要HSE负责人并且指派合格的HSE方面的现场管理人员；建立相应的小组（委员会）并以书面形式提供给工厂。

2.4 确保承包商的所有人员在开始提供服务前接受工厂关于健康、安全、环境方面的入厂培训以及随时需要的培训。

2.5 向工厂提交关于健康、安全、环境方面的管理计划，以便做首次审核，有改变时同样需要。

2.6 承包商必须依据风险评估内容和控制措施的要求，提供给施工人员或分包单位人员现场施工的足够安全信息，并保证施工人员已充分明白相应的风险，及控制防护措施。

2.7 为所有人员配备合适的劳动防护用品并且事先得到工厂HSE的确认。

2.8 确保所有设备和物料在工厂内首次使用前经过工厂的审核和批准，范围包括但不限于：

- 2.8.1 化学品
- 2.8.2 机械
- 2.8.3 钢瓶和其它压力容器
- 2.8.4 电气、机械和手动工具
- 2.8.5 车辆（如叉车、吊车等）

2.9 负责管理承包商的所有人员和现场活动。对分包商负最终责任。

2.10 不允许：

- 2.10.1 进入与指派工作无关的区域。
- 2.10.2 进行任何未指派的工作。
- 2.10.3 派往任何没有工作安排的人员到现场，也不能在未经工厂同意前派第三方到现场。

2.11 向工厂和政府机构立即报告工伤、着火、传染病以及其它紧急情况，同时按照应急预案采取恰当的措施以最大限度减少各种损失。

2.12 承包商须向工厂提供所有要求告知事项的书面报告，如：安全绩效报告，事故报告，伤亡报告，损害环境的报告及保安事件等等，协助或提供帮助以确保事故/事件及报告的事情的根本原因可以被调查清楚，并采取相应的整改措施。

2.13 承担因为违反中国和本地区关于健康、安全、环境方面的法规以及工厂关于健康、安全、环境方面的系统规定而造成的任何损失。若违反安全规定，需严格执行各个工厂的规定，扣除安全违约金。

3. 奖惩管理

工厂将施行一套适用整个项目的奖励和处罚制度。同时鼓励承包商建立各自内部的奖惩制度。

4. 责任

发生事故时，工厂及承包商双方均有抢险、救灾的义务。

若由工厂或承包商单方的原因造成的HSE事故，应由该方对此负责，并承担责任。

若因承包商违反本协议的规定或其他单方原因造成事故，使工厂遭受任何损失的，工厂有权向承包商要求补偿。

若由工厂和承包商双方共同违反规定造成事故的，按双方过错比例承担相应责任。

本协议的内容包括中英文，有不一致的地方以中文为准。本协议为朗盛化学中国区公司与承包商所签全部合同（或采购订单）的重要组成部分，此合同对承包商一直持续有效，直到承包商，或其附属单位主体员工或经承包商授权的其他第三方人员不再进入朗盛化学中国区公司提供任何工作/服务。

本协议一式两份，各执一份，同等有效。

双方已充分阅读并理解条款，同意签订。

买方

买方确认并接受

签订日期:

承包商

承包商确认并接受