

安全、卫生、环保及消防协议EHS Agreement

为贯彻国家和当地有关法律法规以及博世内部的相关要求,有效的对项目进行统一协调管理, 预防各类事故的发生及减少项目对环境的影响, 特附加本协议作为该采购订单以及其他相关合同的补充内容部分, 以明确双方的安全、卫生、环保及消防管理职责、权力与义务。

In order to fulfill the requirements of laws and regulations at national and local level, as well as Bosch norms, effectively enhance the consolidated coordination and management of the project, prevent unexpected accidents and reduce the possible impact to environment, this AGREEMENT is part of the purchase order or any other contracts for the purposes of clarifying the obligations of each Party for EHS work.

为了确保该项目EHS管理工作的有效实施, 甲方指定博世协调员, 乙方指定EHS负责人。如有人员的任何变更应及时互相沟通。

With this project Party A appoints a Bosch Coordinator and Party B appoints an EHS responsible person for proper management of EHS work. Any changes will be communicated timely.

协议内容 **Content of the Agreement**

1. 乙方必须严格遵守国家和当地所有相关法律法规, 如取得法定的资质、建立、健全安全生产责任制、制定安全生产规章制度和操作规程、保证安全投入的有效实施等。

Party B shall strictly comply with the laws and regulations at national and local level, including but not limited to establishing an effective safety administration organization, setting comprehensive safe work responsibility system and regulations on safe work, ensuring the effective implementation of safety investment, etc.

2. 乙方在甲方区域工作期间, 必须遵守甲方所有的EHS相关规定(包括但不限于出入安检登记规定、禁烟制度、作业许可制度、作业工设备安全要求、化学品审批制度、个人防护用品要求、统一着装要求等)。甲方应基于项目可能产生的危害及风险对乙方提出明确的EHS相关要求, 乙方应建立完善相应的安全防护措施, 乙方使用的设备、工具、材料、装备等必须满足甲方的EHS要求。

Party B shall comply with all EHS related requirements of Party A (including but not limited to security register check, no smoking policy, work permit rule, safety requirements for working equipments/tools, chemical approval rule, Personal Protective Equipments requirement, uniform clothing requirement) while performing the work/service on Party A's site. Party A shall specify Bosch EHS related requirements and behaviors according the expected hazards to Party B. Party B shall establish specific measures accordingly and ensure that all equipments, tools and materials used on site meet the EHS requirements of Party A.

3. 经甲方同意, 乙方将项目下包给其他单位时, 必须与分包单位签订合同及安全协议, 并在合同或安全协议中明确各自的安全生产权利、义务和责任, 乙方对该项目的作业安全生产负总责, 并向甲方提供相关合同及协议复印件。

In case that the Project is subcontracted after agreed with Party A, Party B shall sign the contract and safety agreement with the Subcontractor in which the respective safety rights, duties and responsibilities on safe work shall be specified. Party B will remain responsible for safe work of the Project, while copies of related contracts and agreements shall be provided to Party A for documentation.

4. 甲方对乙方项目EHS负责人培训博世内部的相关要求，乙方负责保证本单位项目EHS负责人了解相关法律法规，并保证本单位员工或分包人员参加相关安全教育培训及考核。乙方应确保其所有相关人员或分包人员必须持有效证件上岗，包括但不限于特种作业人员操作证及特种设备作业人员证等。

Party A shall provide Bosch EHS instructions to Party B's project EHS responsible person. Party B shall appoint project EHS responsible person with adequate knowledge and capability, and ensure its employees and/or subcontracts get sufficient training and exam. Party B shall ensure all related personnel with effective certificates include but not limited to certificates for special operation and certificate to operate on special equipments.

5. 乙方必须组织定期EHS检查以保证其员工及/或其分包商员工遵守甲方相关规定；甲方及/或监理方有权定期或随机进行EHS监督检查和管理；对甲方及/或监理方指出的隐患和问题，乙方必须制定整改计划，并按照双方认可的限期进行整改。甲方有权对乙方作出包括但不限于警告、罚款、限期整改、责令离场等措施。情节严重且拒绝整改或经整改无法在合理期限内满足要求者，甲方有权可终止合同而不承担任何因此造成的损失。

Party B shall organize regular EHS inspection to ensure its employees and/or subcontracts comply with all requirements stated previously. Party A and/or its appointed supervision party hold the right to conduct checks on regular or random intervals. Party B should set up corrective measures after concerns or findings rose up by Party A, and actions should be taken following timeline agreed by both parties. Party A has the right to take measures including but not limited to warning, fine, correction within due date or terminating the on-site operation. In case the situation is serious and no corrective action proposed, or proposed insufficiently, Party A holds the right to terminate in its sole discretion the contract without liability for any loss.

6. 乙方必须及时向甲方汇报EHS相关的事故（如火灾、工作相关的伤害事故及险肇事故等）并在甲方的协调下进行事故调查。

Party B has to timely report EHS related accidents (e.g. fires, work related injuries, and near-accidents, etc.) to Party A and to conduct root cause analysis in coordination with Party A.

7. 甲乙双方违反前述相关规定，但未造成安全事故的，应各自承担违约责任，如发生事故时，甲乙双方有抢险、救灾的义务，所发生的费用由责任方承担，违反规定所造成的财产损失、工伤、火灾事故、治安/刑事案件等，责任方应承担相应责任。

Any failure to comply with any of the requirement previously stated, responsible party should respectively undertake the liability of breaching contract in case of no safety accident happen; in case of accident, both parties have the liability to danger elimination and duty rescue. In serious case caused by violation, including but not limited to non-safe work, property loss, injuries, fire accidents and public security, criminal cases, responsible party should take corresponding duties.

8. 为保障安全管理的有效性及其罚则的可操作性，乙方应确保项目合同额的相应比例（如10%）作为安全承诺金，在工程项目竣工结算时，予以落实。具体的罚则及付款流程参见甲方的相关规定。

To ensure the effectiveness of safety management and operability of punishment, Party B should ensure certain amount (e.g. 10%) of project contract price as safety commitment fund, which will be implemented when the project finish. For detailed punishment rules and payment procedure, refer to Party A's relevant requirements.

9. 如乙方有任何严重的EHS违规行为，甲方有权取消乙方作为博世集团，和/或博世集团所有子公司，和/或前两者所有关联公司的供应商资格。

In case of any considerable EHS-irregularities during the whole project, Party B may lose any business opportunity with Bosch Group, and/or its subsidiaries, and/or their affiliated enterprises.