
**AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION,
AND THE COMMISSIONING
OF VACUUM BELT FILTER EQUIPMENT**

This Agreement for the Supply and Supervision of Installation and Commissioning of Vacuum Belt Filter Equipment (the “**Agreement**”) dated as of the 27th of December, is entered into by and between

THE UNDERSIGNED

SAINT-GOBAIN PLACO IBERICA S.A., a company organized and existing under the laws of Spain, whose registered address is at Calle Principe de Vergara 132, 8a planta, 28002 Madrid, registered with the Companies Register of MADRID under number A-50021518, represented by Joaquin Caso Hombrados, its Industrial Director,

Hereinafter referred to as “**Purchaser**”,

AND

HASLER GROUP SAS, a company organized and existing under the laws of France, having its registered office at 4 AVENUE PABLO PICASSO, 92000 NANTERRE represented by Cosimo Piscopiello, acting as Area Sales Manager

Hereinafter referred to as “**Contractor**”,

Purchaser and Contractor are collectively referred to as the “**Parties**” and individually as a “**Party**”.

PREAMBLE

- (A) Purchaser is specialized in the manufacture and sale of plaster and plasterboards (the “**Products**”).
- (B) Purchaser wishes to buy a new filter belt for its plant located in Gelsa, Spain (the “**Site**”).
- (C) Contractor is specialized in the design, manufacture and installation of the Equipment which Purchaser wishes to purchase and install in the framework of the Project.
- (D) Purchaser wishes to purchase the Equipment from Contractor and wishes that Contractor installs, commissions and starts the Equipment up.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1. DEFINITIONS

For the purpose of this Agreement, the terms listed hereunder shall have the following meaning:

- 1.1 **"Acceptance"** means the point in time when the Acceptance Certificate is signed by Purchaser and Contractor.
- 1.2 **"Acceptance Certificate"** means the certificate issued by Purchaser and signed by Contractor and Purchaser after the Performance Tests have been successfully completed and all deliverables in this Agreement have been received by Purchaser.
- 1.3 **"ACM"** means Asbestos Containing Materials i.e. any Equipment or part thereof containing more than one (1) percent asbestos. For the purpose of this definition, "asbestos" means chrysotile, crocidolite, amosite, actinolite, tremolite and fibrous anthophyllite, any mixture containing any of the said materials and any other like substance having an adverse effect on man.
- 1.4 **"Agreement"** means this agreement for the Supply and the Supervision of Installation and of Filter Belt Vacuum and any and all appendices hereto, as may be amended in accordance with the terms hereof.
- 1.5 **"Commissioning"** means (i) Equipment and Process Commissioning and (ii) Operational Commissioning.
- 1.6 **"Confidential Information"** means any material, non-public, business and technical-related information, written or oral, whether or not it is marked as confidential, that is disclosed or made available by a Party or its Affiliates (the disclosing Party) to the other Party (the receiving Party), directly or indirectly, through any means of communication; however, the term Confidential Information does not include information that (i) is or becomes public knowledge without fault or failure from the receiving Party or its Affiliates; or (ii) was already lawfully known to the receiving Party or its Affiliates on a non-confidential basis; or (iii) is rightfully received by the receiving Party or its Affiliates from a third party without being bound to confidentiality obligations; or (iv) is independently developed by the receiving Party or its Affiliates without access to the Confidential Information.
- 1.7 **"Contractor's Representative"** means the person appointed by Contractor as set out in clause 5 in this Agreement.
- 1.8 **"Date for Acceptance"** means the date on which the Equipment is accepted by Purchaser as set forth in clause 13 in this Agreement.
- 1.9 **"Date of Delivery"** means the date on which the last part of the Equipment is delivered according to the Time Schedule as set forth in appendix 4 to this Agreement.
- 1.10 **"Delivery"** means the point in time when Contractor will have delivered the Equipment according to the Time Schedule. For the avoidance of doubt, the Delivery may comprise several deliveries of parts of the Equipment.
- 1.11 **"Documents"** means any and all plans, calculations, specifications, information, data sheets, drawings, layouts, reports, analyses, graphs and charts, software and programs, operating manuals, maintenance manuals and engineering, manufacture, testing, Equipment and Process Commissioning, start-up, operation and maintenance documentation referring to the Equipment which Contractor shall issue according to appendix 6 to this Agreement: (a) electronic files, including but not limited to versions of printed documents viewing on a computer; (b) printed documents written in English and in Spanish language.
- 1.12 **"Effective Date"** means the date defined in appendix 4 to this Agreement.

- 1.13 **"Force Majeure Event"** means the occurrence of an event or circumstance which prevents or impedes a Party from performing one or more of its contractual obligations under the Agreement, if and to the extent that the Party affected by the Force Majeure Event proves that: (i) such impediment is beyond its reasonable control; and (ii) such impediment could not reasonably have been foreseen at the time of the conclusion of the Agreement; and (iii) the effects of such impediment could not reasonably be avoided or overcome by the affected Party. Force Majeure Event includes, without limitation, orders or restrictions issued by competent authorities (governments or the like), to the extent however that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.
- 1.14 **"Liquidated Damages for Delay"** means the liquidated damages set forth in Appendix 4 owed by Contractor to Purchaser in case of (i) delay of any milestone date identified in the Time Schedule or (ii) delay in delivery of any of the Documents; Subject to article 6.8, those liquidated damages are a genuine pre-estimate of Purchaser's prejudice for such delay.
- 1.15 **"Liquidated Damages for failure to meet the Performance"** means the liquidated damages set forth in Appendix 5 owed by Contractor to Purchaser in case the Performances are not reached during the Performance Tests; those liquidated damages are a genuine pre-estimate of Purchaser's prejudice for non-reaching of the Performances.
- 1.16 **"Payment Schedule"** means the schedule setting the dates for invoicing and payment of the different instalments of the Price as set out in Appendix 3.
- 1.17 **"Performances"** means the performances of the Equipment required by Purchaser as set forth in Appendices 1 and 5 to be reached during the Performance Tests and subsequently.
- 1.18 **"Purchaser's Representative"** means the person appointed and authorized by Purchaser to carry out such duties and issue certificates as described in this Agreement, or as may be substituted by Purchaser from time to time as advised in writing to Contractor.
- 1.19 **"Equipment"** means the equipment described in appendix 1 to this Agreement.
- 1.20 **"Equipment and Process Commissioning"** means safely setting up, configuring, initializing, and trial running of the Equipment as set forth in appendix 1 to this Agreement.
- 1.21 **"Factory Acceptance"** means the point or several points in time when the Factory Acceptance Certificate is signed by Purchaser and Contractor as set out in Appendix 1 to this Agreement.
- 1.22 **"Factory Acceptance Certificate"** means the certificate issued by Purchaser and signed by Contractor and Purchaser after the Factory Acceptance tests have been successfully completed as set out in clause 7 in this Agreement.
- 1.23 **"Factory Acceptance Tests"** means the inspections and the tests on the Equipment and the validation of the Performances of the Equipment in Contractor's premises described in appendix 1 to this Agreement.
- 1.24 **"Hazardous Materials"** means any (a) materials or substances classified as Carcinogenic, Mutagenic or toxic to Reproduction (CMR) according to the European Union, American Conference of Governmental Industrial Hygienists (ACGIH) or International Agency for Research on Cancer; and (b) Substances of Very High Concern (SVHC) included on the European REACH Candidate List; as further referred to under Article 27 herein and Appendix 7 attached hereto.
- 1.25 **"Installation"** means installation of the Equipment performed by Contractor under terms and conditions of the Agreement.

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- 1.26 **"Intellectual Property Rights"** means any and all intellectual property rights, including all of the following and all rights in, arising out of, or associated therewith: (i) procedures, designs, inventions, discoveries, and all patents or utility models issued or that can be issued thereon; (ii) works of authorship, copyrights and other rights in works of authorship; (iii) mask work rights, but excluding trademarks, trade names, or other forms of corporate or equipment identification.
- 1.27 **"Operational Commissioning"** means verification of the throughput parameters by producing the full range of finished Products and verification of the performances set forth in the Specifications and in appendix 5 to this Agreement.
- 1.28 **"Performances Tests"** means the tests described in appendices 1 and 5 to this Agreement.
- 1.29 **"Price"** means the amount stated in clause 16 in this Agreement.
- 1.30 **"Software"** means, individually and collectively, computer programs and technical specifications for the computer programs including flow diagrams, and all improvements, software updates, and enhancements thereto which are either embedded within the Equipment or used for the manufacture of the Equipment and associated Documents. Software's definition also includes third party software, if any. Contractor warrants that it is authorized to use the Software in the Equipment and in any case there is any claim arising out of Software related dispute, Contractor shall solely assume the obligations and responsibilities therefrom.
- 1.31 **"Software Update"** means any modification or addition that, according to laws and regulations, including cybersecurity highest standards and regulations or in the opinion of Contractor, when made or added to the Software, corrects errors or defect or provides minor functionality fixing, but does not change overall utility, functional capability, or application. Contractor makes available the Software Updates at no additional charge to Purchaser for the entire lifetime of the Equipment.
- 1.32 **"Specifications"** means the specifications of the Equipment set forth in appendix 1 to this Agreement.
- 1.33 **"Supervision of Commissioning"** means the services to be provided by the Contractor as set out in Article 11 herein.
- 1.34 **"Supervision of Installation"** means the services to be provided by the Contractor as set out in Article 10 herein.
- 1.35 **"Take-Over"** means the point in time when Purchaser takes over the operational control of the Equipment as set forth in appendix 1 to this Agreement.
- 1.36 **"Time Schedule"** means the milestone dates set forth in appendix 4 to this Agreement.
- 1.37 **"Warranty Period"** means any of the durations defined in clause 18 in this Agreement.
- 1.38 **"Works"** means Contractor's design, supply, supervision of Installation and supervision of Commissioning of the Equipment as set out in this Agreement.
- 1.39 **"Contractors and its Subcontractors Health and Safety Documentation"**: means the set of documents including without being limited to the documents listed below and the Contractors and its subcontractors risk' assessment evaluation. All of them shall be adapted depending of the Works and/or activities to be performed by Contractors and its subcontractors:
- Technical training certificate.
 - Blue Health Card (EU countries only). In case of workers coming from non-EU countries, they must have medical insurance.

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- Records of delivery of PPE and work equipment.
- Records of offer of medical examination and certificates of medical aptitude of workers.
- Records of delivery of information on risks and action in case of emergency.
- Documentary evidence of training and information on occupational risk prevention and specific to the position for the performance of work by the worker.

Article 2. SCOPE OF THE AGREEMENT

2.1 PURPOSE OF THE AGREEMENT

- 2.1.1 Contractor undertakes to design, supply and supervise the Installation and Commissioning of the Equipment in accordance with the terms and conditions of this Agreement and all regulations, norms and standards in force where the Equipment will be installed.
- 2.1.2 It is understood that Purchaser's choice of Contractor is directly linked to Contractor's ability to supply and supervise its Installation and Commissioning. The Equipment shall meet the Specification and be compliant with the environment where this Equipment will be installed and operated which is essential to the success of the Project. Contractor shall be deemed to have received all necessary data in this respect.
- 2.1.3 Purchaser will pay the Price to Contractor in consideration of the performance by Contractor of the full Works in compliance with (1) the Agreement and notably the Specifications, (2) the Site Rules & Regulations, and (3) all applicable legal regulations and procedures normally used in the profession concerning industrial hygiene, working conditions, noise, safety and environment and with Purchaser's safety and environment regulations applicable at the Site which are attached as appendix 2 to this Agreement.
- 2.1.4 Contractor is selected on the basis of, inter alia, its technical expertise, know-how, competitiveness, warranties and commitments to have a good knowledge of the high level of requirements inherent to the business of Purchaser, notably in terms of quality, health, safety, environment and continuity and undertakes to have the technical capacity and necessary high quality resources, notably human and material resources, to organize and manage the performance of its obligations in accordance with the Agreement and notably the Time Schedule.

2.2 SCOPE OF CONTRACTOR'S WORK

Contractor's Works comprises:

- Design of the Equipment in accordance with CE. For the avoidance of doubt, Declaration of Incorporation must be in Spanish. The translation must be always accompanied by the original Declaration of Incorporation;
- Supply of all parts and pieces necessary for the Equipment including but not limited to the parts and pieces listed in appendix 1 to this Agreement;
- Delivery of the Equipment;
- Supervision of the Installation of the Equipment on Site;
- Supervision of Commissioning, for the performance tests after the Take-Over also
- Supervision of the Start-up of the Equipment, and;

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- Training;
- Supply of the Documents; and
- Supply the risk evaluation and health and safety plan with all measures required to perform the Installation and Commissioning on Site with all measures required to perform the Work under Contractor responsibility pursuant to articles 9 and 10 of the Real Decreto 171/2004, de 30 de enero, por el que se desarrolla el artículo 24 de la Ley 31/1995, de 8 de noviembre, de Prevención de Riesgos Laborales, en materia de coordinación de actividades empresariales.

2.3 DUTY TO INFORM

Contractor represents and warrants that he has assessed Purchaser's requirements and all other data and information provided by Purchaser until the signing date hereof and undertakes to assess all other requirements and data which will be provided by Purchaser after the signing date. Contractor shall promptly inform Purchaser of any doubt about, lack of or error in the information provided or any discrepancy with or between the (i) the Agreement; (ii) the latest state of the art and best workmanship; and (iii) applicable law, consents and permits in relation to the Works.

Contractor shall inform of any evolution of the state of art and best workmanship, including norms and standards, which may have a direct impact on the Works and shall advise Purchaser accordingly. Moreover, Contractor shall propose improvements at every stage of the performance of the Agreement. Purchaser shall decide whether it will implement the modification implied by such evolution and/or proposed improvements.

Article 3. CONTRACTUAL DOCUMENTS

3.1 The Agreement and following appendices thereto shall constitute the entire agreement between the Parties and supersede any prior communications, representations or agreements, whether oral or in writing.

- Appendix 1 – Specifications
- Appendix 2 - Environment, Health and Safety Requirements
- Appendix 3a - Instalments and Conditions of Payment
- Appendix 3b - Financial Guarantees
- Appendix 4 - Time Schedule
- Appendix 5 - Performance Guarantees and Liquidated Damages
- Appendix 6 – Documents
- Appendix 7 - Pro-forma documents
- Appendix 8 Contractor's Quotation
- Appendix 9 - Contact details of Contractor's Representative and Purchaser's Representative
- Appendix 10 – Suppliers Charter
- Appendix 11 – Timber Policy

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- 3.2 No addition to or modification of any of the terms and conditions herein shall be valid or binding afterwards on either Party, unless in writing and signed by an authorized representative of each Party. For avoidance of doubt, Engineer shall first have approved all changes and instructions.
- 3.3 In the event of any conflicts or discrepancies between the Agreement and the attached appendices, the order of precedence shall be as follows: the Agreement shall in all cases prevail over the appendices. For conflicts and discrepancies between the appendices, the appendices shall prevail in the order as listed in this clause 3 as above.
- 3.4 Any general terms and conditions of sale or purchasing of either Party, as the case may be, are hereby expressly excluded for the sole purpose of this Agreement.

Article 4. COMPLIANCE WITH TIME SCHEDULE

- 4.1 Dates for fulfilment of Contractor's obligations under the Agreement are set in appendix 4 to this Agreement. Delivering deliverables on each of these dates is considered as a key condition of this Agreement.
- 4.2 Purchaser shall be entitled to adjust the Time Schedule described in appendix 4 to this Agreement each time it will be necessary to complete the Project in time or in order to allow Purchaser to import the Equipment into the country where the Equipment will be installed.
- 4.3 If Contractor fails to meet the key milestones dates identified in the Time Schedule (the "**Delay**"), this will be considered as a breach of Contractor's obligations under this Agreement.
- 4.4 In case Purchaser has reasonable doubts about compliance by Contractor with the Time Schedule, Purchaser is entitled, in respect of the Works likely to be late according to the Time Schedule, to (i) require Contractor to subcontract them or (ii) entrust itself third party with performance thereof, both at Contractor's costs.
- 4.5 Notwithstanding anything contrary in this Agreement, in the event of a Delay, Contractor shall pay Purchaser, or Purchaser may withhold from amounts otherwise due to Contractor, liquidated delay damages ("**Liquidated Delay Damages**") calculated as set out in appendix 5 to this Agreement. Payment of the specified Liquidated Delay Damages will not, however, excuse Contractor from good faith diligent efforts to complete the Works without further delay.
- 4.6 Liquidated Damages for Delay are not intended to compensate Purchaser for any added costs it may have to pay to any third party due to Contractor's failure to meet its obligations hereof. Any such additional costs are separately addressed.
- 4.7 In case the aggregate cumulative amount of Liquidated Damages for Delay owed to Purchaser exceeds the maximum set forth in Appendix 4, Purchaser shall be entitled to terminate the Agreement by serving a termination notice on Contractor, with immediate effect.
- 4.8 Liquidated Damages for Delay may be cumulated in case of several Delays, within the limits set forth in Appendix 4.

Article 5. REPORTING

5.1 PARTIES' REPRESENTATIVES

- 5.1.1 Purchaser shall designate a Purchaser's Representative and Contractor shall designate a Contractor's Representative. Each shall be the other Party's main contact.

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5.1.2 For the purpose of this Agreement,

- Thomas Ecclestone is appointed Purchaser's Representative by Purchaser.
- Cosimo Piscopiello is appointed Contractor's Representative by Contractor.

The Parties agree to inform each other in the event of any change.

5.1.3 The contact details for Contractor's Representative and Purchaser's Representative are set out in appendix 9 to this Agreement.

5.1.4 Written exchanges such as, e.g., minutes of meetings will be written in English.

5.2 MEETINGS

5.2.1 In order to ensure efficient progress of the Project, Contractor and Purchaser shall attend meetings as follows:

- During the design and Equipment manufacturing phase: at least one formal meeting or conference call per month
- During the Installation and Equipment and Process Commissioning phase: one meeting per week on Site.

5.2.2 Contractor's Representative and Purchaser's Representative will have to attend each one of these meetings or conference calls. Purchaser will draft minutes of each meeting or conference call, and Contractor will sign such minutes.

Article 6. DESIGN, DOCUMENTS, PLANS AND DRAWINGS

6.1 DESIGN OF THE EQUIPMENT

6.1.1 Contractor shall provide Purchaser with the detailed design of the Equipment in accordance with the requirements set out in the Specifications.

Purchaser shall have the right to inspect and review the engineering data, including, but not limited to, the design drawings. Whether Purchaser performs or not inspection and/or review, Contractor shall remain solely responsible for providing engineering data compatible with the existing equipment and facilities on Site, and compliant with the Specifications and the applicable good industry practices and applicable standards.

Contractor shall manufacture the Equipment as per the engineering data and the Specifications.

6.1.2 Contractor shall manufacture some parts of the Equipment detailed in appendix 1 in accordance with Purchaser's technical data and drawings.

- (i) For this sole purpose, the Purchaser shall provide the Contractor with the technical data and drawings of these parts of the Equipment in order for the Contractor to manufacture these parts of the Equipment in accordance with such technical data and drawings and the additional requirements set out in the Specifications.
- (ii) Purchaser's design is Purchaser's Confidential Information. Therefore, Purchaser's technical data and drawings shall not be used by Contractor for any other purpose than the Project.
- (iii) Purchaser's design and intellectual property rights pertaining thereto shall remain the full ownership of the Purchaser. By disclosing Purchaser's technical data and drawings to Contractor, Purchaser does not transfer to Contractor any patents, copyrights, or other

intellectual property rights relating to the Equipment in whole or in part.

- (iv) Furthermore, any and all modification, adaptation or improvement in respect of Purchaser's technical data and drawings and more generally in respect of the Specifications, made during or resulting from the Works shall be fully and only owned by the Purchaser.

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6.2 DOCUMENTS

- 6.2.1 Contractor shall provide Purchaser with the Documents. Units of measurement shall use the metric system.
- 6.2.2 Contractor shall deliver these Documents in accordance with the schedule laid out in the Specifications.
- 6.2.3 The Price includes all costs generated for the supply of these Documents.
- 6.2.4 Failure to provide any of the Documents specified in appendix 6 to this Agreement in due time will postpone the date of Take-Over. Therefore, if Contractor fails to deliver in due time the Documents (the “**Delay in the Delivery of Documents**”), Contractor shall pay Purchaser, or Purchaser may withhold from amounts otherwise due to Contractor, liquidated damages for Delay in the delivery of Documents (“**Liquidated Damages for Delay in the Delivery of the Documents**”) calculated as set out in appendix 5 to this Agreement. Payment of the specified Liquidated Damages for Delay in the Delivery of the Documents will not, however, excuse Contractor from good faith diligent efforts to deliver the Documents without further delay.

Article 7. FACTORY ACCEPTANCE TESTS

- 7.1 Contractor shall assemble and test each part of the Equipment at Contractor’s plant on the dates set forth in the Time Schedule and in accordance with the provisions of appendix 4 to this Agreement
- 7.2 Contractor shall contact Purchaser in a timely manner in order to allow Purchaser to attend the test in accordance with the Time Schedule in appendix 4 to this Agreement. Purchaser shall issue a Factory Acceptance Certificate if and when Purchaser is satisfied with the results of the tests performed.
- 7.3 Unless otherwise agreed between the Parties, shipment is only allowed after issuance of Factory Acceptance.

Article 8. DELIVERY

8.1 DATE OF DELIVERY

Upon issuance of the Factory Acceptance Certificate, Contractor shall deliver the Equipment. Such Delivery shall in no event take place later than on the date set forth in the Time Schedule except if the Purchaser wishes to put the date of Delivery back.

8.2 TERMS OF DELIVERY

Contractor shall deliver the Equipment under DAP incoterm in Gelsa, Spain according to Incoterms 2020.

8.3 DOCUMENTS FOR DELIVERY

Contractor shall be in charge to deliver all transport documents according to the Incoterms such as specified in clause 8.2 in this Agreement.

8.4 COORDINATION WITH LOGISTICS PROVIDER : NOT APPLICABLE

8.5 SHIPMENT/PACKING / MARKING

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- 8.5.1 In the absence of special instructions, subject to the terms and conditions of the Agreement, Contractor shall take all useful and necessary precautions for ensuring the protection of the Equipment during shipping and handling operations, even if Purchaser is in charge of the transport.
- 8.5.2 Purchaser reserves the right to refuse any Equipment or part of Equipment delivered under packing or handling conditions considered as non-compliant or inappropriate, taking into consideration the mode of transport, the country and/or place of destination and the Specifications of Equipment.
- 8.5.3 Packages should be marked as follows:
- reference number of the purchase order
 - package number
 - gross weight, net weight of each package
 - dimensions of the package
- 8.6 Contractor is aware that the Saint-Gobain Group has notably adopted a Timber Policy, which defines the responsible conduct with which Saint-Gobain subsidiaries are required to comply when buying and/or selling timber products. This Policy is part of the response of the Saint-Gobain Group to the major challenges of sustainable development. To do so, the Saint-Gobain Group has decided to invite its suppliers to take part in their process within their own sphere of action or influence. Contractor is mindful and commits to allow the Saint-Gobain Group to apply its Timber Policy attached in appendix 11.
- 8.7 Wooden packaging material shall be of sustainable source, in line with Saint-Gobain's Timber Policy. Where applicable, the wooden packaging material shall have a heat treatment and be supplied with a fumigation certificate in line with the regulations of the country where the Equipment is to be delivered.

Article 9. SPARE PARTS

- 9.1 At the time set out in the Specifications, Contractor shall provide Purchaser with a complete itemized list of all spare parts and consumables, including suppliers' name and address, original manufacture article number, product name and any information required to purchase the spare parts [and consumables] from the original equipment manufacturer (Contractor and/or third party). This list will be prioritized to identify those items that Contractor recommends to be on hand initially and those that may be purchased later.
- 9.2 Contractor agrees to maintain capability to provide any spare parts to Purchaser at a competitive market price for a period of ten (10) years from the date of the Acceptance. Price of the spare parts will be negotiated between Purchaser and Contractor on the day of spare parts' purchasing.

Article 10. SUPERVISION OF INSTALLATION OF EQUIPMENT

- 10.1 KICK-OFF

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- 10.1.1 Within a time period such as defined in the Time Schedule, Contractor shall supervise the Installation of the Equipment. Contractor shall perform the Supervision of Installation of the Equipment in accordance with the Time Schedule, which could be subject to some modifications according to the health and safety coordinator based on safety and health study and the concurrence with other planned activities in the assembly of this or other machinery as well as construction work. Such modifications are fully included in the Contract Price.
- 10.1.2 During the course of Supervision of Installation of the Equipment, Contractor shall notify Purchaser of any circumstance likely to affect the performance of the Installation.
- 10.1.3 Contractor shall supervise the Installation of the Equipment at its own costs so as the Equipment complies with the Agreement.
- 10.1.4 The services to be provided by Contractor shall include but shall not be limited to:
- Technical assistance to Purchaser or any other third company appointed by Purchaser with respect to the installation of the Equipment by Purchaser or any other third party appointed by Purchaser for the purposes of issuing certification that the Equipment has been installed properly by Purchaser or any other third party appointed by Purchaser.
 - Assistance to Purchaser in quality control and work schedule control;
 - Information on any deviation on the Time Schedule;
 - Explanation, at Purchaser's request, on matters regarding technical information, drawings and Documents;
 - Answers to technical questions and problems raised by Purchaser or any other third party appointed by Purchaser regarding the installation;
- 10.1.5 If Contractor notices during the Installation any problem arising in connection with the Equipment, Contractor shall immediately inform Purchaser of such problem. In such a case, Contractor shall propose to Purchaser corrections and/or adjustments..

10.2 SAFETY

10.2.1 RULES APPLICABLE ON SITE

Contractor shall be responsible for the Supervision of Installation of the Equipment. In this respect, Contractor shall ascertain the nature, extent and risks of the work performed on Site. Contractor shall gather all available information necessary for the performance of the Supervision of Installation of the Equipment in accordance with the provisions of this Agreement, including but not limited to information as to the character of the work, local conditions, safety requirements, environmental and industrial matters.

Contractor (and its subcontractors, if any) must guarantee in writing that they have carried out the necessary inspections prior to the execution of the Work on the Equipment, so as to ensure that the Installation and/or condition of the Equipment is in accordance with the law. This documentation may be required at any time by Purchaser.

Purchaser shall send to the Contractor a general risk assessment of the working area. With this general risk assessment, Contractor shall be in charge of evaluating the health and security conditions of the Site area where the Works will be performed to enable its personnel and the personnel of its subcontractors to perform the Work in safe and healthy conditions. Contractor shall supply to the Purchaser any and all Contractors and its Subcontractors Health and Safety Documentation and this should be accepted by the Purchaser before the Works are allowed to start on Site. All this documentation should be provided in Spanish or English. Contractor shall comply with articles 9 and 10 of the "Real Decreto 171/2004, de

30 de enero, por el que se desarrolla el artículo 24 de la Ley 31/1995, de 8 de noviembre, de Prevención de Riesgos Laborales, en materia de coordinación de actividades empresariales".

Contractor (and its subcontractors, if any) shall obtain a special work permit for Work involving special hazards (including, but not limited to, work at heights, confinement, etc.), which must be submitted to Purchaser's personnel prior to the start of the Work.

Contractor shall monitor compliance with the safety measures of its personnels and its subcontractors.

At any time, upon demand from the Purchaser, Contractor shall explain to the Purchaser's health and security coordinator how the Works will be performed, in order to allow a proper coordination with other works performed at Site by third parties. Contractor's Representative and Contractor's subcontractors' health and security coordinators representatives shall assist the Purchaser and any other third party during the meetings to coordinate any and all works performed at Site during Installation and Commissioning.

10.2.2 SAFETY, PROTECTION OF PERSONS

Each Party remains responsible for the safety of their employees. Any person participating in the fulfilment of the Agreement for a Party remains under the authority, direction and surveillance of this party.

Contractor shall strictly respect the safety rules at work, in particular during the Installation of the Equipment on Site and during the Equipment and Process Commissioning of the Equipment.

10.3 LABOR LAW AND RISKS PREVENTION

10.3.1 Social Security fees, salaries, labor mutualism and work accident insurance, as well as any other labor obligation, will be paid by Contractor, who exempts Purchaser from any responsibility in this matter. Contractor declares having the corresponding authorizations and other documentation required by the labor legislation in force for the exercise of its activity. Contractor states that it is up to date with the payment of Social Security fees.

10.3.2 Contractor's personnel who will perform of the Works, will have to be registered upon the Social Security Administration (Tesorería General de la Seguridad Social).

10.3.3 At the request from Purchaser, Contractor shall prove the exact and complete compliance with the obligations imposed by the current and local legislation in labor matters regarding its personnel affected to performance of the Works.

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- 10.3.4 When Contractor will be on Site, Contractor undertakes to comply and enforce at all times the rules contained in Law 31/1995 of November 8, on Occupational Risk Prevention legislation, as well as in the Real Decree 39/1997, of January 17, and any additional provisions and regulations remain in force to protect occupational safety and health, and in particular those required by Purchaser in this matter.
- 10.3.5 Contractor must ensure that its personnel has received sufficient and adequate theoretical and practical training on risk prevention of the specific risks that may affect work they will perform at Site.
- 10.3.6 Purchaser informs Contractor about the risks to the health and safety existing on Site; the measures and activities of protection and prevention, as well as of the measures adopted for emergency situations, in compliance with the provisions of article 24 (Coordination of business activities) of Law 31/1995 of November 8, on Occupational Risk prevention.
- 10.3.7 In the event that Contractor does not forward each and every one of the documents described above or any other document required by the current legal regulations for the activity subject to the Agreement, Purchaser may terminate automatically the Agreement by sending to the Contractor a termination notice without prejudice to any damages or remedies which Purchaser may be able to claim as provided for by law.
- 10.3.8 Contractor acknowledges it is up to date with the payment of all its tax obligations against any public administration, whether state, regional or local.

10.4 INDUSTRIAL INJURY

Contractor shall immediately report to Purchaser any accident or injury occurring on the Site, regardless of its seriousness.

In case Contractor does not comply with safety rules and regulations on Site in spite of a first warning given by Purchaser and/or a serious accident is caused to Purchaser's employees, leading to lost working time, Contractor shall pay to Purchaser a penalty equal to two (2) percent of the Price. For the avoidance of doubt, this penalty shall not be construed as liquidated damages.

10.5 DATE OF CONTRACTOR'S ARRIVAL ON SITE

The date of arrival of Contractor on Site shall be agreed between the Parties.

10.6 PERSONNEL OF CONTRACTOR / SUB-CONTRACTORS

- 10.6.1 Contractor shall provide an adequate number of personnel having the appropriate qualifications and experience for the execution of the Supervision of Installation and Commissioning. Contractor shall make sure that all personnel are available in such manner that the progress of the Installation is carried out expeditiously and in accordance with the Time Schedule.
- 10.6.2 Contractor shall support all costs related to the administrative documentation necessary for Contractor's personnel to work on Site. Such costs are included in the Price, and shall comply with all the legal obligation to the jurisdiction of the site.
- 10.6.3 Contractor is liable for its personnel and its subcontractors physically present on Site and for the consequences of their acts, and shall hold harmless Purchaser against any claim from third parties, whether private or public.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- 10.6.4 In the event that Contractor's personnel and/or its subcontractors' personnel does not comply with the technical, quality and/or health and/or safety requirements, Purchaser shall notify Contractor, who, after having verified that the above is correct, shall replace the relevant personnel with another personnel with the same qualification within a maximum period of twenty-four (24) hours.

10.7 CERTIFICATE OF INSTALLATION

Purchaser shall issue a certificate of Installation no later than five (5) days after confirmation that the Equipment is deemed installed when this Equipment is completely erected and is ready for start of Commissioning according to the Specifications in appendix 1 to this Agreement.

Article 11. COMMISSIONING AND TAKE-OVER

11.1 SUPERVISION OF COMMISSIONING

- 11.1.1 Contractor shall supervise the Commissioning in accordance with the Time Schedule.
- 11.1.2 The services to be provided by Contractor during the Commissioning shall include but shall not be limited to:
- Technical assistance to Purchaser or any other third company appointed by Purchaser for the purposes of issuing certification that the Purchaser's Equipment has been commissioned properly by Purchaser or any other third party appointed by Purchaser.
 - Assistance to Purchaser in quality control and work schedule control;
 - Information on any deviation on the Time Schedule;
 - Explanation, at Purchaser's request, on matters regarding technical information, drawings and Documents;
 - Answers to technical questions and problems raised by Purchaser or any other third party appointed by Purchaser regarding the Commissioning of the Purchaser's Equipment.
- 11.1.3 If Contractor notices during the commissioning of the Purchaser's Equipment any problem arising in connection with the Equipment, Contractor shall immediately inform Purchaser of such problem. In such a case, Contractor shall propose to Purchaser corrections and/or adjustments within a reasonable time, at its own costs.
- 11.1.4 Supervision of the Commissioning is fully included in the Price.

11.2 EQUIPMENT AND PROCESS COMMISSIONING

Purchaser is responsible for the Equipment and Process Commissioning. Scope of Equipment and Process Commissioning is described in appendix 1 to this Agreement.

11.3 TAKE-OVER CERTIFICATE

After the fulfilment of the Equipment and Process Commissioning, Purchaser will take over the Equipment as set forth in appendix 1 to this Agreement and shall issue a certificate of Take-Over. The date of Take-Over is as set forth in appendix 4 to this Agreement.

11.4 OPERATIONAL COMMISSIONING

Purchaser is responsible for the Operational Commissioning. Scope of Operational Commissioning is described in appendix 1 to this Agreement.

Article 12. TESTING OF EQUIPMENT AND PERFORMANCES TESTS

12.1 ADJUSTMENTS

If at any time after the Delivery and before the Acceptance of the Equipment, Purchaser finds that the Equipment or any part thereof is defective or not compliant with any of the Specifications in this Agreement it shall immediately notify Contractor thereof specifying particulars of the alleged defects. Contractor shall, with all speed and at his own expense, make good the defects or the necessary adjustments so specified.

12.2 TESTING

12.2.1 PERFORMANCE TESTS

Upon the Operational Commissioning, Purchaser will undertake the Performance Tests in order to verify that the Equipment meets the performances set forth in appendix 5 to this Agreement (the "Performances"). Purchaser will perform the Performance Tests as soon as they are reasonably practicable, and in any event such tests shall be completed no later than the Date for Acceptance as defined in the Time Schedule. In any case, Purchaser shall contact Contractor in a timely manner in order to allow Contractor to attend the Performance Tests in accordance with the Time Schedule.

If at any time during the Performance Tests period, Purchaser finds that the Equipment or any part thereof is defective or not compliant with any of the Specifications in this Agreement it shall immediately notify Contractor thereof specifying particulars of the alleged defects. Contractor shall, with all speed and at his own expense, make good the defects or the necessary adjustments so specified.

12.2.2 LIQUIDATED DAMAGES

If the Equipment fails to meet any of the Performances set out in appendix 5 to this Agreement, this will be considered as a breach of Contractor's obligations under this Agreement.

Notwithstanding anything contrary in this Agreement, Contractor shall pay Purchaser, or Purchaser may withhold from amounts otherwise due to Contractor, Liquidated Damages calculated as set out in appendix 5 to this Agreement. Payment of the specified Liquidated Damages will not, however, excuse Contractor from good faith diligent efforts to upgrade the Equipment to meet Performances.

12.2.3 ACCEPTANCE CERTIFICATE

Purchaser shall issue an Acceptance Certificate no later than five (5) days after confirmation that the Equipment operates successfully in accordance with the Specifications in appendix 1 to this Agreement.

If Purchaser cannot issue the Acceptance Certificate for any reason whatsoever including without limitation, failure to operate as set forth above, Purchaser shall be entitled to either (at Purchaser's choice):

- accept the Equipment subject to a Price reduction calculated as described in appendix 5 to this Agreement.

Article 13. DATE FOR ACCEPTANCE

The Date for Acceptance is the date falling 180 days after the Take-Over.

Article 14. TRAINING OF PURCHASER'S EMPLOYEES

- 14.1 The purpose of the training will be to provide at any time Purchaser's supervisors, maintenance managers and process engineers and/or operators with sufficient knowledge to enable them to properly operate, assemble and disassemble the Equipment, and carry-out the preventive maintenance, emergency interventions and corrective maintenance of the Equipment within time limits compatible with Purchaser's production requirements. All details of the training are set forth in Appendix 1 to this Agreement.
- 14.2 In all cases, Contractor shall train Purchaser's personnel in the relevant areas to allow Purchaser's personnel to undertake the Operational Commissioning. All relevant training must be completed prior to Take-Over.
- 14.3 The training will include the review of the Documents. The cost of the training is expressly included in the Price.

Article 15. Transfer of Ownership

- 15.1 Contractor shall transfer to Purchaser, all rights, title and interest in the Equipment as it progresses through the manufacturing process.
- 15.2 For the avoidance of doubt, title in Equipment and any parts thereof shall have fully passed to Purchaser at the latest on the date of Delivery.
- 15.3 Ownership of all Documents shall vest in Purchaser as they are gradually prepared. Purchaser shall have the right to use such Documents for any purpose whatsoever, without any obligation of any kind to Contractor or any of its suppliers or subcontractors. Documents can be transferred to any acquirer of the Equipment in the future.

Article 16. Price and Payment Terms

16.1 PRICE

- 16.1.1 In consideration of Contractor's performance of its obligation in this Agreement, Purchaser shall pay to Contractor a Price in the total and fixed amount of 446,662.00 Euros exclusive of value added tax on DAP Incoterm, Gelsa, Spain 2020 basis.
- 16.1.2 The Price is a fixed, firm lump sum price that is not subject to escalation. For the avoidance of doubt, the Price cannot be changed as a result of any variations in prices of steel or any other raw material.
- 16.1.3 Contractor warrants that the Price is sufficient to support performance of all its obligations, either expressed or implied, hereunder or otherwise appropriate for the proper and timely performance of the Works. Contractor acknowledges and agrees that it has taken account of all conditions and other factors as may in anyway directly or indirectly affect the performance of the Works.

- 16.1.4 Contractor is entitled to adjustment of the Price only if Purchaser directs a change to the scope of Works that materially increases the costs incurred by Contractor for performance of the Works.

In such a case, Contractor shall submit to Purchaser a written notice for request of adjustment of the Price within three (3) calendar days from the date when Purchaser directs a change to the scope of Works. Along with the notice, Contractor shall provide Purchaser with all documentation justifying adjustment of the Price and shall detail and evidence the effects of such change to the scope of Works on the Time Schedule or other Agreement terms. This notice shall be prepared at Contractor's cost.

As soon as practicable after receiving such notice, Purchaser shall reply in writing to Contractor either approving, or disapproving or commenting Contractor's request. Contractor shall not start any changed Works without the prior written approval of the Purchaser on Contractor's request.

Contractor shall not delay any Works whilst awaiting Purchaser's response.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

16.2 PAYMENT TERMS

- 16.2.1 The Price shall be paid in a series of instalments and a final payment in accordance with the payment schedule in appendix 3a to this Agreement.
- 16.2.2 All payments will be made in Euros by bank transfer within 45 days from receipt of a properly completed invoice to be issued by Contractor following the achievement of the associated payment milestone defined in the payment schedule in appendix 3 a to this Agreement, except for the down payment which will be paid upon receipt of the bank guarantee.
- 16.2.3 Invoices shall be issued according to the specimen set forth in appendix 7 to this Agreement.
- 16.2.4 Acceptance by Contractor of final payment due under this Agreement, whether at the term of the Agreement or, if any, at the termination date hereof, shall constitute Contractor's full and complete release and waiver of any and all claims that Contractor, its successors or assigns, may have against Purchaser and which are arising out of or relating to this Agreement, except for those which have been asserted, in writing, before the application for final payment and in accordance with the time limits and other provisions of the Agreement, and which Contractor has identified as still outstanding in a written list attached to the request for final payment.

Article 17. SECURITIES

- 17.1 Contractor shall provide the bank bonds or other financial guarantees as required by appendix 3b to this Agreement.

17.2 ADVANCED PAYMENT GUARANTEE

- 17.2.1 As security for the advanced payment made by Purchaser, Contractor shall submit to Purchaser within 14 days after execution of the Agreement, a bank guarantee in equal amount, in the form provided in appendix 3b hereof for an amount equal to the said advanced payment to be paid by Purchaser (the "Advanced Payment Guarantee").
- 17.2.2 The Advanced Payment Guarantee shall be on first demand with express waiver of benefits of priority division and object and shall be issued by a first class international bank acceptable to Purchaser or by a bank of the country of Purchaser which is acceptable to it.

17.3 PERFORMANCE GUARANTEE

- 17.3.1 As security for due performance of Contractor's obligations under the Agreement, Contractor shall submit to Purchaser within 45 days, a bank guarantees after issuance of the Acceptance Certificate in the form set forth in appendix 3b hereof, ("Performance Guarantee").
- 17.3.2 The Performance Guarantee shall be on first demand with express waiver of benefits of priority division and object and shall be issued by a first class international bank acceptable to Purchaser or by a bank of the country of Purchaser which is acceptable to it.
- 17.3.3 The Performance Guarantee shall come into force upon the date of issuance by the bank, and shall expire 24 months after the issuance of the Acceptance Certificate for the Equipment.

17.4 EXTENSION OF GUARANTEES

In the event any of the above mentioned guarantees are issued for a limited period of time and the corresponding obligations covered by such guarantees are not fully performed to the satisfaction of Purchaser, Contractor irrevocably commits to obtain from its bank the extension of such guarantees or to have new guarantees issued by another bank acceptable to Purchaser.

Article 18. WARRANTY

18.1 PRINCIPLE

18.2 Contractor acknowledges that Purchaser has made Contractor aware of the particular purpose for which the Equipment is being purchased and the manner in which it is intended to be used and that Purchaser is relying on Contractor's skills and judgment to design, supply, deliver, install and commission the Equipment.

18.3 In addition to all applicable warranties implied by law and without prejudice to their application, Contractor warrants to Purchaser that:

18.3.1 the Equipment and any parts thereof will be of merchantable quality and fit for Purchaser's purpose as defined in this Agreement and the appendices hereto; and

18.3.2 the Equipment and any parts thereof will be new, unused, free from defects in design, materials and workmanship; and

18.3.3 the Equipment and any parts thereof comply with their description as set forth in appendix 1 to this Agreement; and

18.3.4 the Equipment and any parts thereof comply in all respects with the Specifications and are in particular able to reach and maintain the Performances set forth in appendix 5 to this Agreement; and

18.3.5 the Equipment and any parts thereof will be CE compliant and will comply with all laws and regulations in force in Spain which may apply to the Equipment; and

18.3.6 the Documents will be produced by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for Purchaser to expect in all circumstances; and

18.3.7 Contractor owns all rights, titles, know-how including any Intellectual Property Rights relating to the Equipment.

18.4 Normal wear and tear is not covered by the warranties made by Contractor under this Agreement.

18.5 Without prejudice to any of Purchaser's rights, the Equipment and parts thereof (including any replacement of the Equipment and parts thereof and any Equipment and parts thereof which have been repaired by Contractor) which are or become defective during any of the Warranty Periods shall be promptly repaired or replaced by Contractor unless Contractor can prove that such defects occur under improper use and/or are not due to Contractor's faulty design, or erroneous instructions or inadequate or faulty materials or workmanship or any other breach of Contractor's warranties. Contractor shall bear all costs associated with the discharge of this responsibility. Any such repair or replacement of the Equipment or parts thereof shall be guaranteed for a period of twenty-four (24) months from replacement or repair.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

18.6 In the event that Contractor fails to rectify a defect in accordance with the clause 12 in this Agreement, in this Agreement within a reasonable time, Purchaser may rectify such defect and shall be entitled to reimbursement by Contractor for all reasonable costs so incurred.

18.7 The warranty herein applies to the Equipment and its spare parts.

18.8 DURATION

18.8.1 The Warranty Period for defects of the Equipment runs from the date of the Acceptance Certificate, and expires twenty-four (24) months from such date. This limitation in time does not apply to hidden defects of the Equipment as set forth in (ii) below.

18.8.2 For the avoidance of doubt, if the date of Take-Over is delayed for any reason attributable to Contractor, the duration of these warranties will be extended accordingly.

18.8.3 The Warranty Period for hidden defects of the Equipment runs from the date of Acceptance Certificate and expires five (5) years from such date.

18.8.4 The Warranty Period for spare parts runs from the date of installation of the spare parts on the Equipment for a twenty-four (24) months period or five (5) years period as the case may be.

18.8.5 The Warranty Periods in (i) and (ii) shall be extended by the number of days equal to the number of days the Equipment was out of service as a result of the defect.

18.8.6 Notwithstanding the above in the event that a defective part of the Equipment is replaced by a new part, the warranty for this new part will run from the date of installation of the new part for a new twenty-four (24) months period or five (5) years period as the case may be.

Article 19. INTELLECTUAL PROPERTY RIGHTS : NOT APPLICABLE

Article 20. LIABILITY

20.1 Contractor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, demands, causes of action, losses and damages, liabilities, costs and expenses (the “**Losses**”) arising out of or incident to Contractor’s performance under this Agreement and /or the presence of Contractor, its employees, agents or invitees (the “**Contractor Parties**”) on Site provided that such Losses are attributable to: (a) a breach of any of the warranties herein (b) the wilful misconduct of Contractor Parties or any of them; (c) the failure of Contractor to perform its obligations under this Agreement; (d) defects in the Equipment supplied by Contractor pursuant to this Agreement; (e) bodily injury, sickness, disease or death, or damage to or destruction of tangible property (f) any claim or demand made by any third party regarding Intellectual Property Rights, title and know-how provided that Contractor shall not be liable for Losses caused by the sole negligence or wilful misconduct of Purchaser.

20.2 Contractor expressly agrees that Purchaser may withhold from any amounts otherwise due to Contractor any amount that Contractor may owe to Purchaser as a result of (i) Purchaser’s indemnification as set forth in this clause and/or (ii) liquidated Delay Damages or liquidated damages for failure to meet performances as set out in appendix 5 to this Agreement.

Article 21. INSURANCE

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- 21.1 Contractor shall effect and maintain at its own expense, at all times during the term of this Agreement, and require each of its sub-contractors to maintain at their own expense or at Contractor's expense, a comprehensive general public and product liability insurance known as a first insurance company in the country of the Purchaser, covering in particular Contractor's liability as a result of any damage caused to Purchaser or third parties, by Contractor, Contractor's Parties as well as Contractor's suppliers under this Agreement.
- 21.2 For the avoidance of any doubt, Purchaser will provide all Risk Insurance covering the services performed by Contractor on Site.
- 21.3 At Purchaser's request, Contractor shall provide to Purchaser a certificate of insurance or any other appropriate documentation (including evidence of renewal of insurance) evidencing insurance coverage and of payment of the current premium.

Article 22. CONFIDENTIALITY

- 22.1 During the term of this Agreement and for a period of ten (10) years thereafter, Purchaser and Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Agreement whether such information has been furnished prior to, during or following termination of the Agreement.
- 22.2 Notwithstanding the above, Contractor may furnish to a sub-contractor such documents, data and other information it receives from Purchaser to the extent required for the sub-contractor to perform its work under the Agreement, in which event Contractor shall obtain from the sub-contractor an undertaking of confidentiality similar to that imposed on Contractor under this clause.
- 22.3 Purchaser shall not use such documents, data and other information received from Contractor for any purpose other than obtaining the necessary consents, completion, operation, maintenance, adjustment, repair, replacement and renewal of the Works. Similarly, Contractor shall not use such documents, data and other information received from Purchaser for any purpose other than for the design, obtaining the necessary consents, Works as are required for the performance of the Agreement.
- 22.4 The confidentiality obligation of a Party shall not apply to that information which:
- enters the public domain through no fault of that Party; or
 - can be proved to have been in the possession of that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto; or
 - must be disclosed to a court, arbitrator or administrative tribunal or an expert in the course of proceedings or dispute resolution before it, to which the relevant Party is a party; or
 - otherwise lawfully becomes available to that Party from a third party under no obligation of confidentiality.

Article 23. TERM AND TERMINATION – SUSPENSION OF WORKS

23.1 TERM

This Agreement shall enter into force on the date of execution of this Agreement and shall remain in force until each Party has fully performed its obligations under this Agreement, except for the provisions of clause 22 (Confidentiality) and clause 19 (Intellectual Property Rights).

23.2 TERMINATION AND CONSEQUENCES

Purchaser shall have the right to terminate this Agreement at any time and without the intermediary of any Court of Law being necessary, by giving notice to Contractor if Contractor fails to perform any material obligation set forth herein and fails to remedy such failure within forty-five (45) working days after delivery by registered mail of written notice of such failure.

- 23.2.1 Upon receipt of the termination notice, Contractor shall (i) place no further orders with subcontractors or suppliers; (ii) comply with other reasonable requests from Purchaser regarding the terminated obligations hereof; and (iii) preserve Works already in progress and protect any part of Equipment at Contractor' site or in transit thereto, to comply with any applicable law.
- 23.2.2 Upon the Termination Effective Date, Contractor shall immediately discontinue the performance of the Work;
- 23.2.3 Contractor is entitled to receive the portion of the Price corresponding to the part of the Works and any part of Equipment already and actually performed and delivered until the Termination Effective Date provided, always, that such Works and part of Equipment (i) comply with the Specifications and (ii) were accepted by Purchaser in accordance with the terms and conditions set forth in this Agreement. The acceptance shall be carried out within two (2) weeks from the Termination Effective Date. All or part of the Equipment and Work accepted by Purchaser shall become the property of Purchaser when the corresponding payment is made and shall be made available to Purchaser.
- 23.2.4 Contractor is entitled to receive an amount corresponding to the following direct, actual and justified costs for:
1. any materials ordered by Contractor to perform the Work whether the material has been delivered to Contractor or Contractor is liable to accept delivery to the extent however that i) Purchaser has not bear this cost under the suspension time period and ii) Contractor can prove, with documentary evidence, that such materials cannot be assigned to another project of Contractor; and
 2. any staff of Contractor hire specifically to perform the Work to the extent however that i) Purchaser has not borne this cost under the suspension time period and ii) Contractor can prove, with documentary evidence, that such staff cannot be assigned to another project of Contractor.
- 23.2.5 Purchaser is bound to accept delivery and invoicing in full of the Works when they are ready and according to the agreement terms. Contractor will not be exposed in any way to risks such as, but not limited to, of storage at his cost, penalties, liquidated damages and payment delay due to Purchaser's own delays, time plan changes, constraints whatever the reasons, mistakes, omissions, deficiencies or breaches not attributable exclusively to Contractor.
- 23.2.6 These amounts shall be withheld, deducted or set-off from all the sums which may be due by Contractor to Purchaser in accordance with this Agreement.

Article 24. FORCE MAJEURE

- 24.1 Neither Party shall be responsible for any failure to observe or perform its obligations under this Agreement if such failure is due to an Act of God, war, warlike hostility, civil commotion, riots, strikes, governmental orders or restrictions, failure of government to issue a license, sabotage, labour troubles or other event of Force Majeure, which are beyond the reasonable control of the Party so affected.
- 24.2 The Party so affected shall, within three (3) calendar days, give the other Party a reasonably detailed written notice of the causes of such failure and probable extent of continuance of such causes and use its best efforts to avoid or remove such cause.
- 24.3 Whenever such cause ceases to have effect, such Party shall resume and complete performance as soon as practicable.
- 24.4 If such event lasts more than three (3) calendar months, each Party shall be entitled to terminate this Agreement without any compensation and/or damages.

Article 25. RESPONSIBLE DEVELOPMENT

25.1 RESPONSIBLE PURCHASING

The Saint-Gobain Group has signed up to the "United Nations Global Compact" and applies the "OECD guidelines for multinational enterprises" as well as the fundamental principles and rights at work described in the "ILO Declaration" (International Labour Organization). In this context, it has notably adopted a policy of responsible purchasing, an integral part of the Group's Responsible Development policies.

The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers Charter" *appended hereto* (hereinafter referred to as the "Charter").

In addition to this Charter, Saint-Gobain has set up a professional alert system for suppliers allowing them to report any event or conduct non-compliant with applicable laws and regulations, international rules or with the principles of the Charter. Any alert may be sent by e-mail to: <https://www.bkms-system.com/saint-gobain>

As part of its "Responsible Purchasing" policy, and in application of its vigilance plan, Saint-Gobain conducts a supplier analysis based on its risks mapping before assessing, if necessary, its suppliers' environmental, social and ethical practices through documentation reviews or on-site audits, on the basis of international standards (hereinafter referred to as the "Evaluations"). Should these assessments show any disparities between the standard reference framework used and the supplier's practices, Saint-Gobain will define with the supplier the corrective measures to be implemented. Any failure to implement these measures may result in the supplier being delisted and in the early termination for breach of this agreement and all other agreements concluded with the Saint-Gobain Group companies.

Contractor confirms that it has read, and complies with, the Charter. Contractor acknowledges that Purchaser may conduct Evaluations on Contractor and agrees to provide the necessary assistance for that purpose.

25.2 COMPLIANCE

Contractor undertakes to fulfil the compliance obligations set forth in this article. In addition, Contractor shall require its own suppliers and subcontractors to comply with the same rules. Contractor is entitled to conduct audits in order to ensure the compliance to these rules.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

The term “Saint-Gobain”, as used in this article refers to Saint-Gobain Group consists of any and all companies and legal entities directly or indirectly detained and/or controlled (controlled having the meaning set forth in art. L233-3 of the French Commercial Code) by “Compagnie de Saint-Gobain”, a French company headquartered at Tour Saint-Gobain, Place d l'Iris, 92400 Courbevoie, France.

25.2.1 Fight against corruption

Contractor warrants that it has not provided or promised any undue advantage to Saint-Gobain, any person employed by Saint-Gobain, or any third party to obtain the benefit of this Agreement.

Contractor shall comply and require that all of its affiliated companies, officers, employees, representatives, subcontractors, and agents (the “**Contractor's Representatives**”) comply with the Suppliers' Charter and applicable laws on preventing corruption. In particular, the Contractor and the Contractor's Representatives shall not directly or indirectly promise, offer, or grant to any public official or any other person any undue advantage with a view to making this person do or abstain from doing something, in breach of their legal or professional obligations.

Contractor shall keep accurate accounts in accordance with its country's generally accepted accounting principles and in which all financial flows generated by this Agreement shall be correctly recorded; and shall inform Saint-Gobain, as soon as it may be aware, of any solicitation to commit an act of bribery or corruption occurring during the performance of the Agreement.

25.2.2 Economic sanctions and Export Control

Contractor undertakes to comply with any laws and regulations on economic sanctions and export control applicable to the activities covered by this Agreement. These may include instruments adopted by the United Nations, the United States or the European Union.

For all matters pertaining to the execution of this Agreement, Contractor undertakes that it will not enter into transactions with any person or entity with whom commercial transactions are forbidden or restricted by the United States or the European Union.

Contractor also undertakes to inform Purchaser promptly in the event that any of the materials, products and/or components (including software or services) covered by this Agreement, are wholly or partly subject to any re-export restriction; and/or originate from the United States or incorporate content manufactured in the United States. In any such event, Contractor shall provide Purchaser with all related (and reasonably necessary) information and documents.

Either Party shall be entitled to suspend temporarily or definitively the performance of its obligations under the Agreement without any liability to the other if, at any time, new economic sanctions and/or export regulations enter into force and render the execution of the Agreement either impossible or illegal for one Party.

25.2.3 Personal Data

Contractor undertakes that:

- (i) it will take all appropriate and commercially reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks of any personal data which it receives and collects from Purchaser; and
- (ii) it will comply with the General Data Protection Regulation (EU) 2016/679 from the European Parliament and the European Council (GDPR), and any applicable privacy and data protection laws which it is subject to; and
- (iii) it will not sell, share or otherwise use or disclose any personal data collected from Purchaser without the prior written consent of Purchaser; and

- (iv) the personal data collected from Purchaser is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are aware of Purchaser privacy and data protection obligations under the above regulation.

25.3 CONTRACTOR BREACH OF ITS OBLIGATIONS

25.3.1 Evaluations and audits

Contractor authorizes Saint-Gobain to conduct Evaluations and audits at any time in order to make sure that the Contractor is complying with its obligations under article “**RESPONSIBLE DEVELOPMENT**”. In this regard, the Contractor shall provide all the documents and data required to prepare and conduct the Evaluation or the audit and give access to the site of the Contractor or its affiliated companies.

Organization and performance of Evaluations or audits may include exchange and storage of personal data, mainly work-related.

25.3.2 Agreement suspension

If Purchaser has reasons to believe that the Contractor is not fulfilling the obligations contained in article **RESPONSIBLE DEVELOPMENT**, Purchaser shall inform the Contractor and may suspend performance of the Agreement until the Contractor provides reasonable proof that it has not committed or is not about to commit a breach. Purchaser shall under no circumstances be liable for any damage or loss caused to the Contractor by the suspension of the Agreement.

25.3.3 Agreement termination

In case of an actual breach by Contractor or Contractor’s Representatives of the provisions of this article **RESPONSIBLE DEVELOPMENT**, Purchaser shall be entitled to terminate the Agreement, ipso jure with immediate effect, by registered letter with acknowledgement of receipt, without paying any compensation and without prejudice to any damages or remedies which Purchaser may be able to claim as provided for by law.

Any and all general exclusions or limitations of liability mentioned elsewhere in the Agreement shall not be applicable to claims arising from or in connection with Contractor’s breach of obligations under this article “**RESPONSIBLE DEVELOPMENT**”.

Article 26. MEETING APPLICABLE LAWS & REGULATIONS ABOUT THE PROTECTION OF HUMAN HEALTH AND ENVIRONMENT

- 26.1 As importer of the chemical substances sold to the Purchaser, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorisation and restriction of chemical substances (REACH Regulation) on the one hand and the classification, labelling and packaging of substances and mixtures (CLP Regulation) on the other hand.
- 26.2 As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards the Purchaser for the whole duration of the present agreement.
- 26.3 In this respect, the Supplier shall in particular ensure that the substances provided to the Purchaser are duly registered for the uses that have been indicated to him by the Purchaser. The Supplier undertakes to provide the Purchaser with the registration numbers of the substances.
- 26.4 Moreover, should these substances be subject to an application for inclusion in the European Chemical Agency’s (ECHA) candidate list of substances of very high concern, the Supplier shall inform the Purchaser as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Purchaser of mixtures or articles containing such substances.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- 26.5 In addition, in the event that the substances supplied to the Purchaser are subject to authorisation or restriction, the Supplier undertakes to inform in writing the Purchaser of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.
- 26.6 The Supplier undertakes to inform the Purchaser with a minimum of six (6) months' written notice if, in the course of the present agreement, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.
- 26.7 The substances [and/or mixtures] shall be accompanied by any information that are necessary in order to enable the Customer to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European and/or national regulations in force or, if such SDS is not mandatory, consist in all information referred to in Article 32 of the REACH Regulation.
- 26.8 The Supplier guarantees the Purchaser against any financial consequences arising from the Supplier's non-compliance with its obligations resulting both from the REACH and CLP Regulations and the present clause. Any limitation of liability provided elsewhere in this agreement does not apply to liability incurred by the Supplier in this respect.

Article 27. ACM AND HAZARDOUS MATERIALS

- 27.1 The Contractor shall provide a certification statement in a form substantially similar to the form attached as Appendix 7, included with each materials submittal, stating that no ACM is included in the Equipment or any part thereof or within the scope of the Work performed by the Contractor. For greater certainty, even if the Equipment or part thereof is intended to replace, in whole or in part, any existing asbestos-containing items, non-ACM must be used by the Contractor. If it is not technically feasible to use non-ACM, or the relevant product is not available in a non-asbestos containing form, then the Contractor will notify the Purchaser and will provide all relevant information and documentation regarding the proposed ACM. In any event, no ACM may be brought onto the Purchaser's site without the prior written permission of the Engineer.
- 27.2 ACM or Hazardous Materials may not be used without prior notice to and coordination with the Engineer. The Contractor shall notify the Engineer if any of the Equipment or any part thereof specified in the Contractor's quotation or proposed by the Contractor contain or are reasonably believed to contain ACM or Hazardous Materials in any form, so that the Purchaser can determine whether such materials may be used in the Work. The Contractor remains responsible for any ACM or Hazardous Materials brought to the Site by the Contractor or anyone else for whom Contractor is responsible.
- 27.3 The Contractor shall provide current Material Safety Data Sheets (MSDS) for all Hazardous Materials delivered under the Agreement. Equipment or any part thereof including Hazardous Materials must be accompanied by a MSDS and such product labeled in compliance with the applicable regulations on labelling.
- 27.4 The Contractor shall take all precautions for storage and adequate ventilation when using ACM or Hazardous Materials necessary to people working on Site and property from exposure to ACM or Hazardous Materials. The Contractor shall provide adequate protection for persons working on the Project and using the ACM or Hazardous Materials.

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- 27.5 ACM or Hazardous Materials shall not be disposed of in Purchaser's dumpsters or receptacles. The Contractors shall dispose of all ACM or Hazardous Materials in accordance with all laws applicable on Site and Purchaser's Environment, Health and Safety Requirements set out in Appendix 3. Prior to disposal of ACM or Hazardous Materials, the Contractor shall contact the Engineer to select a certified hazardous waste disposal/remediation company. All ACM or Hazardous Materials removed from Purchaser's shall be properly labeled, manifested and transported by licensed hazardous waste transporters in accordance with all laws applicable on Site.
- 27.6 If ACM or Hazardous Material is suspected or encountered but not introduced to or created on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately report the condition to the Purchaser in writing.

Article 28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1 GOVERNING LAW

This Agreement shall be in any respect governed by and construed in accordance with the laws of Spain (excluding the 1980 UN Vienna Convention on Contracts for the International Sale of Goods).

28.2 DISPUTES

All disputes arising in connection with this Agreement, if not settled amicably, shall be finally settled by the competent court of Madrid – Spain.

Article 29. MISCELLANEOUS

29.1 ASSIGNMENT

Neither Party shall be entitled to assign or otherwise transfer all or part of its rights or obligations hereunder without the prior written consent of the other Party.

29.2 SUB-CONTRACTING

In the event that Contractor intends to sub-contract any part of the Agreement, Contractor has to obtain prior written approval from Purchaser. In case of sub-contracting, Contractor shall ensure that the subcontracted work will be properly performed and that its subcontractors operate in a highly professional manner. To that end, Contractor undertakes to do all that is necessary, including executing special agreements with subcontractors, to ensure that the subcontractors comply with any and all terms of this Agreement. In any event and notwithstanding any subcontracting, Contractor shall be personally and solely responsible for losses incurred by Purchaser as a result of a subcontractor's failure to comply with any provisions of this Agreement.

29.3 NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post).

29.4 SEVERABILITY

If any provision of this Agreement is or will be invalid or if this Agreement contains a gap, this shall not affect the validity of the remaining provisions hereof. In such case, the Parties hereto shall be obliged

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

to immediately replace the invalid provision by a valid provision which most nearly achieves the intended commercial purpose of the invalid provision and/or which fills the gap herein in such a manner as would have been the case if the non-regulated issue had been realized and regulated by the parties hereto upon conclusion hereof.

29.5 NO WAIVER

The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement will not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

29.6 ENTIRE AGREEMENT

With respect to the subject matter of this Agreement, this Agreement sets forth and constitutes the entire agreement between the parties hereto and supersedes all prior oral or written understandings, communications and agreements between the parties hereto.

29.7 AMENDMENTS

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties hereto.

29.8 PREVAILING LANGUAGE AND COUNTERPARTS

The Agreement shall be executed in two or more counterparts in the English language, and each such counterpart shall be deemed an original hereof. In case of any conflict or discrepancy between the English version and any translated version of the Agreement, the English version shall govern.

SIGNING PAGE

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed on the date first above written.

FOR SAINT-GOBAIN PLACO IBERICA S.A

FOR HASLER GROUP SAS


Joaquín Caso (Dec 27, 2024 16:20 GMT+1)


Laurent MENIGOZ (Dec 27, 2024 19:34 GMT+1)

Name: JOAQUIN CASO HOMBRADOS
Title: INDUSTRIAL DIRECTOR

Date: Dec 27, 2024

Name: LAURENT MENIGOZ
Title: DIRECTEUR COMMERCIAL & MARKETING

Date: Dec 27, 2024

APPENDIX 1

SPECIFICATION

**SPECIFICATION DOCUMENT
FOR THE SUPPLY OF
VACUUM BELT FILTER EQUIPMENT**

FOR

**Gelsa Plasterboard Plant,
Spain**

CONTRACT REFERENCE:

7701-C50-TSP-GMT-001 Rev A

1. SCOPE OF SUPPLY

The scope of this tender supply covers:

- The Design, manufacturing, site delivery and on-site commissioning of a Vacuum Belt Filtration system and any required auxiliary equipment for system operation.
- This scope will include:
 - The design and sourcing of:
 - A Vacuum Belt filtration system, capable of handling 10T/h of 1600kg/m³ gypsum and water slurry (details included in **MSDS 7701-F00-TDS-GMT-003 - Gypsum and Water Slurry**).
 - Supply of the Engineering Line Diagram (ELD) and Equipment component list (referred to hereafter as Equipment Summary List).
 - Supply of Input/Output Electrical list.
 - Supply of equipment dimensions, layout and loading information.
 - Supply of Manufacturing Models, Drawings and Technical documentation required for the detailed design of equipment. If these Documents cannot be supplied by the Contractor, it should be clearly stated as part of the quotation.
 - Provision of all relevant documentation (**See Appendix 6 : Documentation**)
 - Factory Acceptance Test (FAT) requirements are detailed in **Section 4** of this Appendix, and may be split into multiple dates to accommodate shipping and installation requirements of different pieces of equipment. This will be agreed with the Contractor as part of the tender negotiation.
 - Seaworthy Packing of the equipment and spare parts in a suitable manner to prevent damage during transport (See **Section 5** of this Appendix)
 - Provision of protective measures to avoid damage, especially to delicate components during transport and initial installation. These measures are to include protective plastic covers and / or removal of instruments and packing them separately for later fitting on site.
 - Transportation of all items to the Site (DAP). It is required that Supplier provides option costs for Ex-Works and FOB (Nearest Port).

The scope of work should also include, but is not necessarily limited to:

- Provision of suitable lifting lugs or other means of handling the equipment for installation.
- Provision of all fasteners (including holding down bolts) and gaskets.
- Preparation and painting of all carbon steel components and structures to the designated standard (See Engineering Standard **1500-AP0-TSP-GMT-003 Equipment paint application method**) if not required to be manufactured from Stainless Steel.
 - As a requirement, all equipment that comes into regular contact with water must be manufactured from Stainless Steel.

Spares

Contractor shall provide Purchaser with a complete itemized list of all spare parts (and consumables) with Contractor's name and address, original manufacture article number, product name and any information required to purchase the spare parts and consumables from the Original Equipment Manufacturer (OEM). The list will be prioritized to identify the Equipment items that Contractor recommends to be on hand initially, and those that may be purchased later. Joined to the present specification is a list of spare parts (See Document Register)

This list shall be adapted to the parts ordered (part references) and filled by the Contractor (prices etc.). The Contractor is free to suggest other parts that he would recommend as spares, but these spares must be reviewed and approved by Purchaser before purchasing.

Documentation

Please refer to contract **Appendix 6** for the Documents to be provided with the equipment.

In addition, the Document Register (7701-C50-PDT-GMT-001 Document Register.xlsx) shall be considered as a reference for the technical document revisions to consider throughout the project. It references in it all necessary Documents with their latest released versions to be considered for the tender but also, at a later stage, for manufacturing.

Any changes to the Technical scope of Supply for manufacturing are referenced in the agreed Deviation List in Appendix 12. The Deviation List will take priority in changes to the Equipment scope on the Equipment list but can't be used to alter the core requirements in the system as covered in this Appendix, unless both Parties provide written and signed agreement to the change proposed in the deviation list.

2. SPECIFIC REQUIREMENTS

Vacuum Belt Filtration system :

- Throughput Requirement: Input of 10T/h of slurry made up of approx. 37-52% of solid and 48-63% water. Output of filtered cake of approx. 4.5 to 4.8T/h with maximum 10% moisture content within filtered cake. Maximum moisture content agreed will be review after January and second technical filtration trial of Hasler in Gelsa plant the current moisture with the actual filter belt is between 6-7%.
- Slurry temperature range : 90 – 110 °C
- As a mixture of water and gypsum the machine design should take into consideration the “setting” property of the slurry when it cools down as to be considered in the HASLER design, limit dead volume where material can stay and set...but also on the management of the fume that can contain also a residual solid content.
- The cleaning step of the filtrate machine is critical to ensure long term operation, both cloth and belt filter cleaning should be designed to ensure a complete cleaning of those two critical elements (mechanical cleaning, water pressure, nozzle type, water temperature...) all these as to be review and specified during engineering phase.
- Filtration step should ensure that filtrate water solid content is below 0.5%, to limit any issue of material setting/clogging and to limit impact on capacity.
- Belt and cloth cleaning water specification should accept solid content of 0.2% with particle size below 500 microns to ensure water recycling.
- Include belt washing system to suit. Filter Belt cleaning to use Process Water if possible.
- The supplier will validate and certify during the first month of engineering study that the different equipment already installed in Placo Gelsa Plant (vacuum pump, chiller) could be reused without impacted machine performances.
- The available area for the Belt Filter is approximately: 8 m x 3 m x 2 m (L x W x H)
- The Supplier is to ensure that all Equipment and ancillaries (Gaskets, seals etc.) are compatible with the handled materials.
- The following pieces of Equipment are OUT OF THE SCOPE OF SUPPLY:
 - Wash water storage, dosing and reclamation system.
 - Piping between Filter Belt, Vacuum pump and auxiliary systems.

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- Access into the machine should be design according to the needs of maintenance/intervention on the machine and allowing work condition according to SGG standard.
- The machine design should not limit the purchaser possibilities to adapt on the machine different type of cloth from different supplier.
- The machine design should ensure a homogenous slurry distribution on the cloth to maintain a cake thickness homogeneity ± 5 mm.
- The machine design should ensure continuous operation without major stop due to cleaning/clogging during a minimal period of 4 weeks.

Notes:

- *All manual valves shall be delivered with a lockable handle, unless otherwise specified by the Purchaser.*
- *All manual valves to be selected with PTFE seat.*
- *All manual ball valves shall be 3-part dismountable valves.*
- *All Flexible hoses to be capable of withstanding 10 bar pressure, unless otherwise specified.*
- *Material for seals and elastomer parts in contact with the fluid: For each system, refer to drawings, MSDS and Equipment List. In case of discrepancy, please contact the Purchaser for clarification.*
- *For all Equipment, the Purchaser supplied drawings have to be modified to “**As Built**” drawings based on final components provided.*
- *For drawing revisions, refer to the **Document Register**.*

Gaskets for flanged connections

- Material: For each system, refer to drawings, MSDS and Equipment List. In case of discrepancy, please contact the Purchaser for clarification.
- All gaskets to be with the following shape:



The following shape is not accepted:



AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- The Contractor shall implement a clear identification system allowing the Purchaser to easily identify the seal materials:

An example from a former project:

- *NBR gaskets have got a handle with a round end:*



- *EPDM gaskets have got a handle with a straight end:*



Such an identification system is acceptable. However, a system displaying the material name or first letter on the gasket would be preferred.

PIPING :

- Fabrication, assembly and delivery of piping lines according to piping drawings provided by the Purchaser.
- Project specific piping drawings for Pre-Manufacturing will be sent by the Purchaser before Contractor begins detailed design. Purchaser drawings will include detailed routing and piping lengths, as well as other specific process data.
- The final flange connections for the pipes will be agreed between the Purchaser and the Contractor during Detailed Design.
- The Purchaser will provide an overall layout drawing of all required Wet Additive Piping.
- All pipes and fittings to be made of SS304/304L unless otherwise specified.

The pipes shall be pre-manufactured at the Contractor workshop according to the piping drawings listed in the Document Register and to the requirements of the Equipment Summary List. The flanged connections / special couplings shall be dismounted for transport.

Floor penetration cover: wherever applicable, all the chutes must be supplied with penetration cover as shown in picture below.



29.9 Piping - Pipes designation

All pipes are designed according to following format:

e.g. AE10_026PRW_075S1

- Characters 1-8 will uniquely identify the pipeline.
- Characters 9-11 will identify the fluid to be carried, as defined here after.
- Characters 13-15 will identify the pipeline diameter (nominal bore).
- Characters 16 & 17 will identify the pipeline material as defined here after.

Note: In case of a discrepancy between pipe designation and diameter indicated on the drawing, the Contractor has to ask The Purchaser for diameter confirmation.

Piping - Fluid to be carried

The following descriptors are applied to pipeline contents:

PRW Process Water

SLU Gypsum Slurry

Piping - Pipeline Material Specification Codes

The following codes are specified for pipeline materials:

M1 Mild Steel

P1 PVC-U

S1 Stainless Steel 304

S2 Stainless Steel 316

Piping - Minimal Pressure Resistance

The standard required pressure resistance for the pipes is PN10 (10 barg).

This is the minimal requirement, but the Contractor has to take into account any higher pressure resistance which could be required for some pipes.

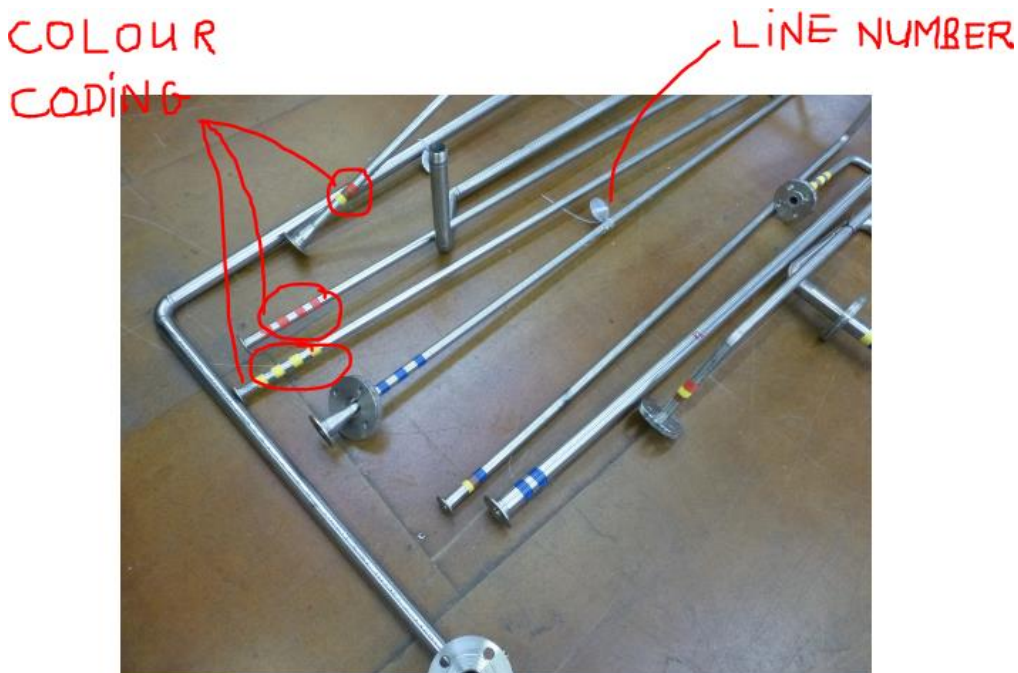
Piping - Detailed scope of supply

Bolts and gaskets shall be supplied for all connections with equipment out of the scope of supply.

All Pipes to be identified with the relevant line number, according to the standard detailed in the relevant document.

A colour coding system is also requested, to ease the identification of the pipes both on site for mounting and at the FAT for the purposes of verification. This colour coding system, as well as a codification for aligning the correct piping sections, is to be agreed with the Purchaser during the Design phase.

Example from a former project:



Immediately before delivery, all pipe work equipment shall be thoroughly cleaned internally and externally to remove all dirt or other foreign material.

The Contractor is responsible for all aspects of transport of the pipe work to the delivery point, according to the scope to be agreed for transport with the Purchaser.

In case leaks occur due to a manufacturing issue and not to a mounting one, the modifications will be done on site at the Contractor's costs.

Piping - Pipework supports

Out of Scope of Supply at this stage.

The supports needed for piping will be determined during piping detail design.

The Contractor will be asked for a proposal for piping supports at a later stage.

- Manufacturing Schedule

A project programme will be issued shortly after receipt of the purchase order to confirm design and fabrication duration, FAT test date and delivery. A critical path for manufacturing shall be identified at the start of the project and supplied to the Purchaser in charge for validation.

- Design allowance for operational and maintenance activities

Implementation of specific designs will require detailed discussion with the successful Contractor, and will include the following points:

- Fitting of simple drip trays beneath vulnerable items, e.g. IBC discharge connections, gearbox seals, and mechanical seals
- Ensuring instrument displays are at a uniform height and facing in the correct direction.
- Ensuring valve handles are the correct colour. If the valves are bought with the same colour for all handles, then the Contractor has to change the colour of the handles (by painting or another method to be validated by the Purchaser) to adapt them to the Purchaser's specification for valve handle colours (indicated in the Equipment Summary List 'Other Specifications')
- Alterable coloured gauge displays to show safe zones (green) and unsafe zones (red), that can be modified on site after commissioning.



- Allowing the Purchaser, the opportunity to inspect the unpainted skids, and implement any modifications that are required.

Note: If not already supplied by the Contractor, a guard around the coupling gear motor/pump or gear motor / agitator shall be supplied.

3. GENERAL REQUIREMENT & STANDARDS

The following set of mechanical standards will be considered during fabrication of the Equipment. The Contractor shall be responsible for the correct application of these standards.

- 1500-AP0-TSP-GMT-001 - Equipment Noise Specification
- 1500-AP0-TSP-GMT-002 - Equipment Paint Colours
- 1500-AP0-TSP-GMT-003 - Equipment Paint Application Method
- 1500-AP0-TSP-GMT-005 - General Standard for Basic Mechanical Equipment Requirements
- 1500-AP0-TSP-GMT-006 - Standard for Equipment Documentation
- 1500-AP0-TSP-GMT-009 - Standard for Pneumatic Equipment
- 1500-AP0-TSP-GMT-011 - Lubrication Identification Specification Sheet
- 1500-AP0-TSP-GMT-012 - Specification for Equipment Labelling – Identification
- 1500-E00-TSP-GMT-002 – Pipework Specification Stainless Steel S1

In addition to the above standards, the Contractor should comply with following:

- All Equipment should be design & built to Sound Engineering Practice (SEP).
- Contractor must include the first fill of lubricants. All oil filled equipment should include a level indicator

4. FACTORY ACCEPTANCE TESTS

- The completed Equipment shall be inspected by the Purchaser prior to despatch from the Contractor's works.
- The Contractor will ensure the following be made available.
 - Electricity = 400V AC, 3ph, 50Hz
 - Compressed air = 6 bar g
- Resource to aid the Purchaser in the setting up and carrying out of testing has to be included.
- Testing at works shall include, but not be limited to, the following points:
 - Dry Run test of Filter Belt, Vacuum Pump System and any Auxiliary Systems.
 - Water tightness test of any relevant equipment. Water to be of a quality compatible with stainless steel for hydraulic testing and components to be thoroughly drained and dried afterwards.
- The Contractor shall provide a completed log of all tests for the Purchaser. The log shall include verification of compliance with the Specification. The Purchaser reserves the right to witness the tests if require.
- Before Packing, all Equipment shall be thoroughly cleaned internally and externally to remove all dirt or other foreign material.

5. PLANT MARKING, PACKING AND TRANSPORTATION

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- All packing cases shall have the gross weight clearly identified and a full inventory enclosed.
- Special handling instructions shall be conspicuously placed on all equipment, packing cases requiring unusual handling and shipping care.
- The Contractor shall protect all machined surfaces and threaded connections against corrosion and mechanical damage.
- All open pipes, tanks and equipment nozzles shall be fitted with protective blanks.
- All Equipment that will be exported from its place of manufacture shall be suitably packed for transportation to the final site; where overseas transport is involved the equipment shall be suitable weather proofed to prevent the ingress of moisture during outside storage (**Seaworthy packaging**) and un-painted surfaces prone to oxidation need to be protected.
- The Contractor shall be responsible for loading and adequately anchoring the Equipment in the packaging to prevent damage during transit to the designated delivery point.
- All loose items like bolts, studs, nuts, gaskets, etc. shipped separately shall be suitably packed to prevent damage during transit. These items shall be clearly marked with the equipment tag reference number.

APPENDIX 2

ENVIRONMENT, HEALTH & SAFETY REQUIREMENTS



OWN RISKS, PREVENTIVE AND EMERGENCY MEASURES

Saint Gobain Placo Ibérica S.A
Gelsa, Zaragoza



1. PURPOSE AND SCOPE OF APPLICATION

This document identifies the risks linked to the working area in which the activity will be carried out, as well as the associated preventive measures and emergency measures, thus complying with the provisions of Royal Decree 171/2004, of January 30, by which the Article 24 of Law 31/1995, on the Prevention of Occupational Risks in matters of coordination of business activities (from now on CAE).

The areas in which the NEW PRODUCTION LINE INSTALLATION will be carried out encompass the entire production area, especially the general facilities and the area for the construction and installation of the new plasterboard line.

For this purpose, this document applies to all contracted companies and self-employed workers, to whom Saint Gobain Placo Ibérica, SA, and the performance of any type of task in your working area.

Said document is **binding and mandatory** for all contracted, subcontracted and self-employed companies of Saint Gobain Placo Ibérica SA. In everything that is applicable to their activity and will complement the preventive measures of said entrepreneurs and / or freelancers depending on of the risks derived from their respective activities.

Included in this document is a list of internal health and safety standards that must be incorporated into the measures and standards derived from the specific evaluation carried out by the contracted company, in the same way, the preventive planning associated with said evaluation must be delivered.

In the case of subcontracted companies, this document must be provided by the primary contractor company, so that they can be taken into account in the evaluation and planning of the subcontracted company.

This document will be valid during the period established in the contracting of the works of NEW PRODUCTION INSTALLATION LINE, and as long as there are no modifications in the working conditions in which this document was carried out.

2. GENERAL CONSIDERATIONS

Regardless of other risks that may arise from specific activities or jobs, there are common or general risks for the prevention of which a series of fundamental safety rules have been developed that must be taken into account and respected by everyone who comes to the facilities of Saint Gobain Placo Ibérica, SA.

2.1. Order & Cleanliness

In any work activity, to achieve an acceptable degree of safety, it is essential to maintain order and cleanliness at all times.

Keeping the workplace clean and orderly is a basic safety principle. To help meet this objective, Saint Gobain Placo Ibérica, SA, by means of this standard, reports on the set of indications that must be taken into account during the development of the work carried out in the workplace:

Daily remove all waste and any other kind of dirt from the floor or from the facilities where the work has been carried out.

- a) Collect and properly store the material and work tools depending on who, how, when and where they have to find what they are looking for, get used to putting everything in its place and removing what is not used immediately.
- b) Define the limits of the work areas, order and mark the location of things using standard signs and colour codes.
- c) Do not stack or store materials in walkways or work areas, do not obstruct corridors, stairs, doors or emergency exits, or cause traffic jams in work areas. Objects that obstruct access to these areas must be removed and the roads established by Saint Gobain Placo Ibérica, SA must be respected. It is defined by horizontal and / or vertical signage.
- d) The storage of materials and tools in the work area will be carried out, maintaining order and cleanliness at all times, not allowing the same to be placed or stored outside of their designated areas.
- e) Any other measure defined during the execution of the tasks must be taken into account in order to achieve a total level of safety for the workers.
- f) For all of the above, it is mandatory to clean the area in which you have been working on a daily basis. If this is not done, Saint Gobain Placo Ibérica, SA will entrust the cleaning of the area to their own cleaning company, passing on the associated cost the contracted company.

2.2. Communication of Accidents, Incidents (IF4) and Unsafe Conditions (I F5)

2.2.1. Accidents

Whenever an accident occurs in the execution of the works that are being carried out by external companies, the injured party must request an **Accident Report** from his primary contact at Saint Gobain Placo Ibérica, SA. or the Shift Manager on duty, within the period of time between the moment the accident occurs and the end of the working day on the same day.

The injured person will also notify the person in charge of his company who will be responsible for the transfer of the worker for his medical assistance.

EHS teams, together with the Saint-Gobain Placo Ibérica, SA primary contact person, and a person in charge of the contractor will carry out the *investigation of the accident*.

2.2.2. Incidents (I F4) and Unsafe Conditions (I F5)

Any person belonging to external companies that is carrying out work inside the workplace must **report any incident (IF4) or unsafe conditions (IF5) that occurs**.

An **incident (IF4)** is considered to be any unwanted and unplanned event which, has not entailed sick leave or medical assistance, but in other slightly different circumstances, could have caused injuries to people, damage to property or losses in the process.

It is **considered unsafe conditions (IF5)** situations that have produced no physical harm to the person, but that could have generated if conditions had been different.

Therefore, this system of communication is a preventive aspect that can eliminate a risk.

Immediately the notification form has been filled in, it will be delivered to your primary contact at Saint Gobain PLACO Ibérica, SA. or responsible person on duty.

Once received the notification will be handled by personnel of Saint Gobain Placo Ibérica, SA, and they will include the author of the notification in the analysis of the incident (I F4) and / or unsafe condition (I F5) to evaluate possible solutions.

The informant will be notified about the final result of the analysis carried out.

2.3. Waste Management

In Placo Fábrica de Gelsa we are certified in ISO 14001, ISO 14006 and ISO 50001, and all the waste produced by the daily work carried out is managed.

Hazardous waste:

There is a factory plan where the designated places for the collection of hazardous waste is carried out, such as:

- Contaminated rags.
- Batteries and / or toners.
- Used oils.
- Sprays or aerosols.

Non-Hazardous Waste;

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There are containers around the factory where selective collection of non-hazardous waste is carried out, such as: Wood, cardboard, paper, packaging, organic waste.

ENVIRONMENTAL EMERGENCY PLAN

In places where chemicals & oils are handled, there are various spill-kits to control and manage any accidental spillages.

If an environmental incident occurs, the person responsible for the contract must be notified.

In the event of an environmental emergency, remain calm and wait for instructions from the intervention manager who will tell you how to act.

The contractor will strictly comply with the legal environmental requirements that are established at all times in the different areas (European, state, regional and municipal).

It is **strictly forbidden** to discharge any solid or liquid waste (oils, solvents, paints, chemical products, etc.) into the drainage networks of the Gelsa plant.

In any case, the contractor will be responsible for any legal breach that may arise from the mismanagement of waste generated based on the activity or service developed by him at the facilities.

The contractor will undertake to minimize the inconvenience to its surroundings (generation of noise, emission of dust, odours), providing the necessary means to do so.

It must be ensured that all the areas used during the development of the contracted works are left in adequate conditions of order and cleanliness.

It is the responsibility of the contractor company, that all its personnel know the established standards, and in no case may ignorance or ignorance of the standards be alleged.

The contractor company is obliged to inform the contracting department of the work, which in turn will inform the EHS Department of all incidents with environmental repercussions that take place in the development of its activities.

The EHS Department coordinates environmental management inside the industrial plant, and therefore the external supplier may contact its personnel or their primary contact at Saint Gobain Placo Ibérica, SA. As coordinator of the work, to obtain any information or clarification on what is stated in this section.

2.4. Control of the performance of external workers

During the period of execution of the different works by the external company inside the Saint Gobain Placo facilities, the contractor has the obligation to carry out a dynamic on the works, so that, the

integration of prevention in the whole of activities of this must be projected in the technical processes, in the organization of work and in the conditions in which it is provided. Their integration, at all hierarchical levels of the company, implies the attribution to all of them and the assumption of these, the obligation to include the prevention of risks in any activity they carry out or order and in all the decisions they adopt.

- It is forbidden to use Saint Gobain Placo machines and / or equipment, except with the express and specific authorization of your "primary contact", in writing. The same authorization will be necessary to intervene on supply lines (water, gas, air, fuel, electricity ...)
- Before the start of the works, the contracting company must provide the safety data sheet of any chemical product that will be used in the facilities. In addition, you must ensure the proper identification, storage, handling and disposal of all the chemical products you use, providing and providing information in this regard to those responsible for Saint Gobain Placo involved.
- They must respect the existing fire-fighting facilities, not being able to use the fire network, hoses and extinguishers only in cases that are strictly necessary due to some type of emergency, informing their primary contact immediately.
- It is expressly prohibited the permanence in the Factory of people who are under the influence of any type of drugs, including alcohol.
- No operator of the contracted company may travel or stay in Factory sectors other than those in which they carry out their activity.
- The company staff hired will use the service facilities and changing rooms for non- Saint Gobain Placo staff.

3. THE CENTRE'S OWN RISKS AND PREVENTIVE MEASURES

In this section the risks identified in the workplace that Saint Gobain Placo Ibérica, S. A, Gelsa, linked to the characteristics of its facilities and productive activities (GENERAL OR COMMON RISKS).

The attached tables identify these risks and their preventive measures to be adopted in a mandatory manner in each of the cases.

The annexes and instructions referred to in the column called "Supplementary information" are documents prepared by Saint Gobain Placo to prevent such risks.

The indications contained therein are MANDATORY and BINDING for all contracted, subcontracted and self-employed companies, which must respect and comply with them, as well as take them into account for the preparation of their own Risk assessments and preventive planning.

3.1. Risks General of the Centre work

<i>Risk</i>	<i>Condition of Work</i>	<i>Preventive Measures</i>	<i>Supplementary Information</i>
Run over or hit with vehicles	Movement of forklifts and vehicles	• Use traffic lanes for pedestrians. • Keep the minimum distance with the forklifts of 2 meters and do not approach if it is in motion. • Comply with safety regulations for pedestrians. • Do not ignore the barriers. • Only properly trained personnel can drive the vehicles. • Respect circulation speeds defined in Annex I. • Maintain eye contact with the driver at all times. • Respect the signs in the area. • Stop work when any anomaly is detected in the vehicles. • Training and information for workers who use the vehicles. • Prevent the movement of people in the working environment of the machine. • Maintain the correct visibility of the environment at all times.	Annex I (Access and movement through the facilities.)

		• Remove the key from the ignition when not in use. • Do not leave the machine with the engine running. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Falling of objects when handling or falling	Use of hoists, bridge crane, handling and use of materials and tools	• Do not drive / park under suspended or elevated loads. • Use of lifting accessories in correct condition. Remove the defective ones. • Good condition of materials and tools. • Proper use of slings according to the weight to be lifted • Review and maintenance of auxiliary means before use. • Use of PPE (helmet, safety shoes, high visibility clothing and gloves) in good condition. • Do not leave suspended loads unattended. • Guide suspended loads with ropes • Signpost, mark and control the area properly during the work. • Use of tool belt when necessary • Only personnel with accredited training a for work with lifting equipment may carry out the work • Do not exceed the maximum loads indicated on the lifting equipment. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	

Entrapment by and between objects	Work on machines	• Do not work with running equipment. • Lock / lock machines. • Follow the instructions in annex II. • Installation of protection guards in risk areas. • Use of machines that have CE marking. • Review, maintenance and cleaning of machinery. • Unplug machines when not in use. • Make sure that the machine does not have accumulated energy. • Only properly trained personnel may operate the machines. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	Annex. II (Consignment of machines, equipment and facilities)
Entrapment due to overturning of machinery	Movement of forklifts and other vehicles	• Use of the seat belt from the moment you enter the interior of the vehicle. • Maintain a safety distance of 2 meters from vehicles. • respect the speed limits • Sign and mark the area properly during the work, creating alternative pedestrian crossings if necessary. • Only properly trained and authorized personnel can drive the vehicles. • Leave the vehicles parked on flat surfaces, in case it has to be on a slope, chock the wheels. • Drive through the areas enabled for vehicles.	

		• Review and periodic maintenance of vehicles. • For large equipment such as cranes, backhoes, etc. Use of stabilizers. • Prevent people from being in the work area. • Never leave the machine with the engine running. • Remove the key from the ignition. • Do not place heavy machines near excavated areas, etc. • Respect the signs and speeds of the facilities. • Use of the seat belt. • Do not remove the body from the passenger compartment at any time. • Do not exceed the maximum load of the lifting machinery. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Trip hazards	Tools use	• Maintain order and cleanliness of the work area at all times. • The work area will have sufficient lighting. • Avoid placing objects in crosswalks. • Post signs and marks in the work area • Prevent non-construction personnel from accessing the area. • Use of appropriate safety footwear in good condition. • Communicate any type of incident that occurred or anomaly detected in the facilities.	

		Any other measure defined during the course of the work.	
Falls of people at different levels	Use of fixed ladders, lifting equipment and other auxiliary means	- Follow the signage to that effect. - Delimit and mark work areas. - Proper use of auxiliary equipment. - Whenever possible, carry out work at ground level. - Use lifting equipment such as lifting platforms or scaffolding for work at height. - Comply with safety standards for ladders and work platforms. - Inspection of auxiliary equipment (scaffolding, etc.) that are in good condition for use. - Only personnel with accredited training and an employee health screening for work at height may carry out work at height - Safe equipment with CE marking. - Closing of holes and openings in floors. - Use of handrails - Use of collective protections and if this is not possible, the appropriate PPE and in good condition (safety harness and life line). - Use of mandatory PPE and in good condition. - Communicate any type of incident that occurred or anomaly detected in the facilities. - Any other measure defined during the course of the work.	
People falls on the different	Use manual ladders	- Manual ladders are not designed as a workspace but as a means of access - The use of manual ladders	

level.		should be limited to circumstances in which the use of other safety equipment, such as lifting platform or scaffolds, is not justified by the low level of risk and by characteristic of the location where the work is to be carried out.	Annex VIII (Use manual ladders)
People falls on the same level.	Uneven or slippery floor anywhere in the workplace	• Mark the ground when it is wet. • Collect immediately any spillage. • Maintain order and cleanliness throughout the area. • Keep aisles clear of obstacles. • Remove the cables from the ground by changing their route or applying appropriate signage. • Maintain sufficient lighting in the workplace. • Access the work area through the pedestrian walkways. • Beaconing of the work area. • Training and information on the risks of falling at the same level. • Do not circulate in areas not provided for travel. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Contact with chemicals	Chemical handling and storage	• Comply with the standards set out in the product safety data sheets for the handling of chemical products. • Provide the safety department with the safety data sheet before use. • Follow-up of signage to the	

		effect. • Use of suitable PPE and in good condition (gloves, long-sleeved clothing, glasses and any other that appears in the data sheet of each product) • Do not transfer chemicals between different containers. • Keep the chemical in its original container • Read the label and the safety data sheet before using the product. • Do not handle products that are not identified. • Use the chemical in ventilated areas. • Store chemicals away from heat sources and well protected. • Do not eat or drink while handling chemicals. • Wash your hands after handling the chemical. • Training and information for workers on the risks of the products to be used. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other additional measure adopted during the development of the work. •	
Inhalation or ingestion or n pollutant	Work in confined spaces	• Use of suitable PPE and in good condition. • Use of safety harness and rescue tripods in case of deep work area. • Have good natural or forced ventilation • The use of combustion or explosion machines is prohibited.	Annex IV (works in confined spaces)

	Chemical handling	• Check for substance vapours that can cause suffocation. • Have gas detection devices • Have a permanent preventive resource to act in an emergency • Formation and information for staff • Use self-contained breathing apparatus. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work. • Only personnel with accredited training and an employee health screening for space confines may carry out work in space confines • During the works in space confines, EHS manager of the contract must be present.	
Fire and explosion	Use of welding equipment & oxygen gas. Electrical arcing. Accumulation of combustible and / or flammable materials. ATEX zones.	• Use of suitable PPE and in good condition. • Do not bring combustible and flammable material near heat sources. • The use of argon arc and acetylene is prohibited • Do not manipulate electrical panels without authorization. • Maintain order and cleanliness in the work area. • Contain any spillage immediately with a suitable material. • Protect the area with fire blankets, curtains, etc. when using equipment such as radial, welding groups, etc. • The area must be sufficiently illuminated, using an	

		explosion-proof light. • Training and information for all personnel who will carry out the work. • Signalling of evacuation routes and emergency exits. • Keep escape routes and emergency exits clear of obstacles. • Keep all extinguishing equipment in good condition for use. • Control of ignition sources and explosive atmospheres. • Control in the handling of pressure vessels. • Check that there are no flammable / combustible materials, or ATEX zone, in the vertical of the works • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work. • When the Work is finished, the taps must be closed and unloaded. • Store the gas cylinders in use in your car and those that are not used in the area enabled • The hoses must not be stored coiled in the nose of the cylinder •	
ATEX Zones		• Do not use mobile phones or electronic equipment in areas marked as ATEX. • No smoking. • It is forbidden to carry out welding work near areas defined as ATEX without taking the necessary protection measures.	

	Marked areas of the facilities	• Use suitable equipment to work in ATEX zones. • Use explosion-proof light. • Keep chemical containers closed. • Information training for workers. • Antistatic work clothes. • Avoid raising dust or generating vapours in the work area. • Maintain order and cleanliness of the area. • Create alternative pedestrian crossings, away from the work zone. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Exposure to noise	Productive process	• Use of PPE in marked areas and in good condition. • Put on the PPE properly • Avoid unnecessary exposures to high noise levels • Organise rotation of personnel to avoid long periods spent in areas where the level is near to 85dBA • Proper maintenance of tools. • Limit exposure times: Noise exposure limit is 85dBA over this value is mandatory use hearing protection. • Limit the number of exposed workers. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined	

		during the course of the work.	
Thermal contacts	Industrial zones. Flasks in laboratory Stoves	• Always wear the appropriate PPE in each of the areas and long-sleeved clothing. • Only authorized personnel can access the areas. • Establish correct work habits. • Limit the time spent in the area. • Follow-up of the signage to this effect. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Exposure to high temperatures	Summer period	• Keep well hydrated. • Necessary breaks. • No large meals. • Do not eat foods high in fat. • Use of mechanical aids to move large weights. • Limit the time of exposure. • Plan the heaviest tasks in the less hot hours, adapting work hours if necessary. • There should be a work procedure adapted to work in the summer period with high temperature • Adapt the pace of work. • Inform workers about the risks related to heat, its effects and the preventive and first aid measures to be taken. • Communicate any type of incident that occurred or	

		anomaly detected in the facilities. Any other measure defined during the course of the work.	
Exposure to physical agents (vibrations)	Machines, equipment and vehicles	- Minimise the exposure time. - Keep tools and equipment in good conditions - Ergonomic seats in good condition - Periodic review of the driver's seat cushioning system. - Maintenance of machines, equipment and vehicles. - Only personnel with accredited training and an employee health screening for work with vehicles may carry out work with vehicles - Correctly place loads on vehicles - Reduce uneven terrain. - Adopt vehicle speed - Use of anti-vibration girdles - Maintain work equipment according to the manufacturer's instructions. - Use of suitable PPE and in good condition. - Training & information for workers. - Communicate any type of incident that occurred or anomaly detected. facilities. - Any other measure defined during the course of the work.	

Exposure to biological agents	Legionella control Rural area, insect bite	• Use of suitable PPE and in good condition. • Only trained personnel can carry out the work. • Maintain adequate hygiene • Do not eat, drink, or smoke in workplaces • Cover cuts and wounds with waterproof dressings • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Exposure to biological agents *	COVID-19	• Use of a mandatory FFP2 mask at all times in the facilities. • Maintain a safety distance from other people 2m when it is possible • Measure the temperature before leaving the home. • Continued hand hygiene with soap and water or hydro alcoholic solution. • Sharing objects or tools is prohibited. If absolutely necessary, disinfect it after use. • Respect established maximum capacities. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Strikes against moving and immobile	Anywhere in the workplace	• Maintain order and cleanliness throughout the area.	

objects		• Protection of all elements and parts of machines in walkways or work areas. • Respect the pedestrian crossings at all times when moving around the facilities. • Keep the distance with the trucks of 2 meters. • Mark the work area • Stockpiling materials in established areas in a stable position. • Maintain sufficient lighting in the workplace. • Use of mandatory PPE in the facilities (high visibility clothing, safety shoes, helmet, gloves and hearing protection when noise level exceeds 85 dBA) • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Blows / cuts with objects and tools	Tools use. Manipulation of objects	• Signalling and marking of the work area. • Keep tools in good condition • Do not use defective or damaged tools. • Follow the manufacturer's instructions. • Tool handling training. Only personnel with accredited training for work at tool handling may carry out work with them • Use of approved tools. • Transport tools properly. • Select the right tool according to the work to be done • Perform proper maintenance of tools. • Keep areas clear of obstacles	

		• Use of suitable PPE and in good condition. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Projections and splashes	Work in areas of water, dusty areas, etc. Areas of the workplace where there may be accumulation of fibre or plaster	• Use of screen or safety glasses, in addition to other PPE. • Carry out checks and maintenance of the tools always stopped and disconnected • Post signs and marks in the work areas where there may be projections • Only properly trained personnel can handle the tools. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Overexertion	Cargo handling work	• Good tool maintenance • Performing tasks in cooperation with other workers • Maximum weight that should not be exceeded under ideal handling conditions is 25 kg. • Loads greater than 15 kg should not be handled in the case of women, young and old. • Carry loads as close to the body as possible, with feet	

		shoulder width apart • Container unloading ramp for all heavy loads – individual packages to be broken down into small loads before lifting • Bending legs with a straight back when lifting a load • Transport balanced loads • The load must not obstruct the view • Proper postures when handling cargo • Do not eat large meals if great efforts are anticipated • Train and inform staff about cargo handling. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Electrical contacts	Overloading sockets, directly touching an electrical source	• Use of suitable PPE and in good condition. • Only personnel with accredited training a for electrical works may carry out the work • Check the absence of water in the work area. • Mark and sign the work area • Check the good condition of the equipment. • Equipment disconnection whenever it is not being used. • Do not manipulate electrical panels without authorization. • Review the condition of the power cables and keep them	Annex VI (Electrical works)

		in good condition. • Do not use cables that are in poor condition. • Isolation of all electrical elements with load. • On machines with earthing, check that it is correct. • For portable electric tools, check that the double-insulation is correct, but do not use it. • The degree of protection of the electrical material enclosures must be at least IP 45. • The connection of cables to the power sockets will always be made with plugs, never directly with the cables. • The laying of cables will be carried out at all times outside the pedestrian crossings, if it can be aerial. • The work area must maintain good lighting. • Periodic review of power tools. • Avoid the passage of vehicles on power cables. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Gas installations	Works on or near gas distribution pipelines	• Only personnel with accredited training for work with gas may carry out the work at height • Compliance with standards for works on gas pipelines and installations	

		• Personnel with training and information • Maintain order and cleanliness in the work area • Post signs and marks in the work areas • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
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Exposure to electromagnetic fields.	Press 4BA	• Respect the signage placed for this purpose • Access to these areas is prohibited when the person uses pacemakers, metal prostheses, hearing aids or is pregnant. • Training and information for workers • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work. •	
Work with lifting equipment	Use of lifting platform	• Only personnel with accredited training and an employee health screening for work with lifting platform may carry out work at lifting platform. • Compliance with the rules for the use of lifting platforms. • Once inside the lifting equipment, tie the safety harness • Report any equipment	

		anomaly • Do not operate near power lines, maintaining safety distances • Do not drive on slopes and respect the manufacturer's specifications • Do not start or stop abruptly • Create alternative paths in case of invading pedestrian crossings • Mark and mark the radius of action of the platform • Prevent any person from accessing the interior of the marked area • Always keep your body within the perimeter of the platform railing • Park the machine in a safe place and remove the key from the ignition • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Work at height	Use of escalators from 1.5 meters without collective protections, lifting platforms	• Use of suitable PPE for the work to be carried out and in good condition • Only personnel with accredited training and an employee health screening for works at height may carry out work at height • Choose the appropriate auxiliary means to the needs of the job • Auxiliary means must have CE marking • Before starting work, a survey must be made of the	Annex V (Work at height)

	Roof work	area where you are going to stay to avoid additional risks to working at height. • Delimit the area in which the work is to be carried out, avoiding the presence of third parties or mobile equipment that may generate additional risks to work at height. • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Hard access areas	Work in areas without the usual presence of people	• Authorized personnel only • Compliance with the procedure for access and permanence in affected areas. • Personnel with training and information • Maintain order and cleanliness in the work area • Signposting the work areas by means of beacons. • Check any machine or equipment before working on it • Communicate any type of incident that occurred or anomaly detected. • Continuous communication. Mandatory at least 2 persons in work areas • Any other measure defined during the course of the work.	

Work in hot	Use of welding equipment & oxygen.	• Compliance with established safety regulations • Use of specific PPE for these jobs. • Only personnel with accredited training in welding and cutting may carry out the work • When welding or radial cutting, mark and limit areas where sparks may fall, including lower floors in the event of sparks at higher levels. • Tools and equipment in good condition • Do not use equipment that shows any type of anomaly • Have fire blankets for equipment, materials, etc. that cannot be removed. • Do not carry out work in the presence of humidity • Remove all combustible and flammable materials from the work area • Keep the liquefied gas cylinders in an upright position, whenever possible attached to the wall. • Tools disconnection whenever they are not being used. • Fire extinguisher in the work area. • The welding group must be grounded • Once the tasks are completed, check the area to verify that there are no dangerous conditions. • Communicate any type of incident that occurred or anomaly detected in the facilities.	Annex VII (Hot works)
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		- Any other measure defined during the course of the work. - Check the ATEX zones on site and in the vicinity and in the vertical of the works.	
Work in confined spaces	Exposure to polluted environments or low oxygen concentration	- Use of suitable PPE and in good condition. - Only personnel with accredited training and an employee health screening for work in confined spaces may carry out the work - Continuous communication with the interior worker. - Use of safety harness and tripod if necessary. - Use natural or forced ventilation. - Use of self-contained breathing apparatus. - Communicate any type of incident that occurred or anomaly detected in the facilities. - Any other measure defined during the course of the work.	Annex I V (Works in confined spaces)
Works with PVD	Use of electronic devices	- Proper postures - Visual breaks required. - Monitor and seat adequacy - Do not face the light. - Regulate the amount of lighting using blinds or any other means - Preferably natural lighting. - Adequate ventilation of the work area. - Communicate any type of incident that occurred or anomaly detected in the facilities.	Annex III (Office work)

		Any other measure defined during the course of the work.	
Illumination	Any area of the workplace.	- Avoid glare - Make use of ancillary equipment approved for use - Use natural light whenever possible. - Use explosion-proof light in ATEX zones - Communicate any type of incident that occurred or anomaly detected in the facilities. - Any other measure defined during the course of the work.	
Stress, mental, visual and postural fatigue	Any activity carried out in the plant	- Take the necessary breaks - Planning the work - Alternation of tasks - Adapt the lighting to the work to be done - Ventilation that guarantees the new air renewal. - Communicate any type of incident that occurred or anomaly detected in the facilities. - Any other measure defined during the course of the work.	
Other risks	Coordination between companies	When in the same workplace develop activities, they should cooperate in implementing the regulations on occupational risk prevention workers from two or more companies. To this end, they will establish the necessary means of coordination	

		regarding the protection and prevention of occupational hazards and the information about them to their respective workers • Communicate any type of incident that occurred or anomaly detected in the facilities. • Any other measure defined during the course of the work.	
Other risks	Assembly, disassembly and use of scaffolding	• The type of scaffold must be appropriate for the work to be carried out and must have the appropriate design and dimensions to access all areas of action. • Workers must always wear PPE against falls from a height even if the scaffold has collective protection • Scaffolds must be inspected by the contractors using it	

Note: PPE that should be used at all times since they access our areas of work are: helmet, clothing high visibility, shoes, gloves and safety lock for LOTO. To these PPEs it will be necessary to add those that the company has defined in its planning of preventive activity as a result of the risk assessment in our centre.

*** It will be mandatory to comply at all times with the preventive measures against COVID-19 implemented at the Saint Gobain Placo Ibérica facilities, until their suspension is communicated.**

The risks derived from the activity are listed below:

- Falls to the same level
- Falls at different levels
- Falling objects due to collapse
- Fall of objects in manipulation
- Trip hazards
- Strikes and collisions with stationary objects
- Blows / cuts with objects and tools
- Particle projection
- Entrapment by or between objects
- Overexertion and forced postures
- Fire and explosion
- Electrical contacts.
- Thermal contacts.
- Physical and mental stress
- Exposure to physical agents (vibrations)
- Exposure to physical agents (dust)
- Exposure to biological agents (COVID-19)

4. EMERGENCY MEASURES

In compliance with the provisions of RD 171/2004, the emergency measures that must be adopted in general are indicated whenever a situation arises in the Saint Gobain Placo Ibérica, SL de Gelsa work centre.

4.1. Preventive measures in case of emergency

- Only vehicles that are authorized may access, always parking in designated areas and parking in reverse.
- It is totally forbidden to park the vehicle obstructing the emergency exits of the facilities.
- The evacuation routes, exits and access to the means of extinction must remain free of obstacles at all times. Not material store, even temporarily in these locations.
- Never bring easily flammable or combustible materials, products or residues close to heat sources.
- Do not have as a warehouse, rooms that are not intended for it.

4.2. Action in case of detecting an emergency situation

If you detect an emergency situation: fire, accident, or any other circumstance that requires rapid intervention (high concentrations of toxic substances, spills, risk of fire or explosion, etc.):

- 1) Notify the person responsible for the contract or the head of intervention. It will always report;
 - a) Personal identification and company to which it belongs.
 - b) Place where the emergency has occurred.
 - c) Type of emergency: fire, leak, explosion, et c.
 - d) Effects produced by the emergency.
 - e) Severity of the injured.
 - f) Possible evolution of the event.
- 2) Once you have contacted the intervention manager or a member of the emergency brigade team, you will do a quick assessment of the accident. If it is an attempted accident and as long as it does not endanger his physical integrity, he will try to control it.

Upon hearing the evacuation order:

1. Disconnect the work equipment under your charge must be disconnected and in a safe position.
2. Stay calm, do not speak during evacuation, do not run or form crowds at the evacuation exits.
3. Don't go back to find forgotten items.
4. Do not carry anything that could prevent or hinder rapid evacuation.
5. If you have to go through a smoky area, walk bent over and cover your nose and mouth with a damp cloth or handkerchief.
6. Follow the directions of the emergency brigades
7. In the event that you cannot locate the aforementioned managers, go to the meeting point located in the goal.
8. Once at the goal, wait until the staff count is made.
9. Do not leave the installation without informing someone in charge (this will avoid errors that could lead to dangerous actions in your search).

ANNEX I

ACCESS AND MOVEMENT THROUGH THE FACILITIES

1. PRIOR ACCESS REQUIREMENTS

Any benefit of staff and administration contracted in the workplace shall be covered by the contract or upon request, which will identify the work to be done. In addition, he s require documentation to established and contracted administration, according to CAE process.

2. CONTROL OF EXTERNAL PERSONNEL

After receipt of the documentation by the primary contact of Saint Gobain Placo Ibérica, SA. The Porter Service will provide the personnel of the contract with identification cards that are personal and non-transferable of each worker and that will allow access during the time that The Permit is in force and provided that all the requirements are in order.

3. CONTROL OF ENTRIES AND DEPARTURES OF PERSONNEL FROM EXTERNAL COMPANIES

The access and exit of these personnel, regardless of whether they do it by vehicle or on foot, will be controlled at the goal.

4. VEHICLE ACCESS FOR LOADING, UNLOADING and PARKING

The access of vehicles belonging to contracts will be authorized to carry out an unloading or collection of materials or machine tools, although they must access, unload / load and leave the work centre in a time, normally, not exceeding 2 hours.

The authorization is performed by the partner Saint Gobain Placo Ibérica, S. A, in writing, indicating the company, registration number of the authorized vehicle, temporary parking area and time of entry and exit. Said authorization will be sent to the goal and must be placed in the vehicle in a visible way.

5. BASIC RULES OF CIRCULATION

- For pedestrians existing planned steps will be used both outside and inside of the vessels and must always use clothing of high visibility.
- Exercise extreme precautions at intersections without visibility, previously checking that there are no vehicles in the intersections.
- When inputs or outputs are made through the gates of access to production line or warehouse, it will always be done by a door intended for pedestrian crossing.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- The pedestrian must not remain within two meters of a moving vehicle. If necessary, before approaching the vehicle, check that it is completely stopped and, if it is a forklift, the claws are at ground level.
- The free movement of pedestrians through the warehouses is not allowed without the authorization of Saint Gobain Placo.
- Special attention must be paid to acoustic and light signalling of vehicles in places of joint feasibility. It is mandatory to sound the horn in areas of confluence of vehicles in areas of low visibility and access doors.
- Do not speed or manoeuvre sharply. The speed limit for the circulation of vehicles throughout the work centre is 20 km / h outdoors, 10 km / h in other areas. All trucks that have it must activate the speed limiter when entering the production areas.
- Slow down the speed of the march especially in crossings, zones of little visibility and access doors.
- In the circulation of vehicles, the dipped headlights must be used at all times.
- In general, the rules of the highway code must be respected, especially in areas where other vehicles may be found.
- To drive any type of vehicle, the use of a seat belt is mandatory throughout the workplace.
- The use of headphones while driving is prohibited, as well as any electronic device.
- Only authorized persons over 18 years of age can drive forklifts and other vehicles who can prove that they have received adequate training to do so.
- Sharp stops and turns should be avoided
- When the driver leaves his truck or vehicle, he must make sure that the levers are in neutral, the forks are resting on the ground, the engine is stopped, the brake is applied, the ignition key is removed. In the event that the truck or vehicle is on a slope, the wheels will be chocked.
- Whenever the truck is in circulation, the forks must remain close to the ground.

ANNEX II

CONSIGNMENT OF MACHINES, EQUIPMENT AND FACILITIES

When maintenance or repair work has to be carried out that entails the need to remove or cancel guards or safety devices or that the worker must put any part of the body in an area of the equipment, machine or installation with possible risk of an accident occurs due to blows, entrapments, burns, etc. The so-called consignment of work teams will be carried out. For this, the following system will be followed:

1. Before starting the work on the equipment, machine or installation that requires its consignment, the worker who is going to carry out the work, will inform the Saint Gobain Placo staff who is in charge of the equipment, machine or installation of the work that he wishes to carry out.

The staff of the contracts enabled in different areas of working may enter independently at all times following the procedure laid down for the entry / locking to ensure a safe intervention

- a) Before carrying out the work;
 - **Shutdown of the equipment, machine or installation:** For this, it will request the operator of the equipment, machinery or installation to disconnect it.
 - **Blocking of energy separation devices:** The worker must block all energy separation devices, which implies that said devices must have the means to be consigned. You will retain the key to unlock the lockout device until the job is complete. This key is non-transferable.
 - **Locking of the consignment devices:** The worker must block all the consignment devices of any source of dangerous energy. You will retain the key to unlock the lockout device until the job is complete. This key is non-transferable. The blocking will be done by each person who will carry out the work.

When the job requires that several authorized workers intervene in the machine, they must place as many different lockout devices as there are workers to intervene, each of them keeping in their possession the key to unlock the lockout device until the job is finished.

- **Verification of equipment, machine or installation shutdown:** before the start of repair or maintenance work, the worker must verify that the equipment, machine or installation is separated from all energy sources.

For equipment that does not have an isolating device with blocking, it will be necessary for the authorized worker to place a warning sign or card on the control panel of the installation that will only be removed when they have finished their work.

- **Dissipation of residual energies:** before starting your work, you must dissipate any residual energies that may exist, purging hydraulic accumulators, emptying compressed air vessels and pipes, discharging condensers, etc. In addition, it should be taken into account:

- The possible displacement by gravity of some elements (for which sufficiently resistant and correctly dimensioned mechanical stops or associated with an interlocking device must be available)
 - The emission of jets of fluid under pressure during interventions in hydraulic or pneumatic circuits that have been loaded (screens arranged locally)
 - Contact with live parts, such as electronic control systems (shields)
 - Inertial elements (delay devices)
 - The difficulty of dissipating or controlling thermal energies or radiation sources
- **Insulation verification:** It is mandatory to check that the equipment assigned for the job cannot be started BEFORE starting the work. If not done, the procedure is meaningless.

b) Performance of the work

The work will be carried out correctly and respecting the rest of the required prevention measures.

c) At the end of the work

- Inspect the equipment to be sure that all tools and materials used have been removed, the equipment or installation has been fully assembled, and all guards and safety devices have been reinstalled.
- Check that there are no workers at risk.
- Remove all lockout devices. Only the person who placed the lockout device is authorized to remove it. If for any justified reason this is not possible, the prevention technician or the responsible command may remove the locking device by carrying out the aforementioned points.
- Notify all affected workers that the reconnection is going to take place and request the Saint Gobain Placo staff who are in charge of the equipment, machine or installation to start it up again.

From this moment on, the equipment will start up, checking that it works correctly and verifying the correct operation of its protection devices. The installed security devices may not be altered, modified or cancelled, unless equivalent security measures are adopted and prior evaluation by competent personnel and authorization by Saint Gobain Placo, in which case, once the intervention is finished, it will be restored the original situation. Only authorized personnel may intervene in the start-up, disconnection or repair of facilities, equipment or machines. Do not use clothing or personal items that can cause risks of entrapment (garments unadjusted, rings, watches, etc.).

ANNEX III

OFFICE JOBS

RISK ANALYSIS IN OFFICE WORK

<i>Risk</i>	<i>Working Condition</i>	<i>Preventive Measures</i>
Run over or hit with vehicles	Vehicle circulation	• Use pedestrian traffic lanes • Comply with pedestrian safety regulations • Do not access restricted areas without authorization (or go through warehouses) • Maintain a safe distance from forklifts of at least 2 meters at all times. • The pedestrians have priority over vehicles, and maintain visual contact at all times
Falling of objects in handling	Handling of office supplies	• Do not overfill the top drawers of the filing cabinets, or open more than one drawer at a time. • Shelves must be fixed to the wall or floor to prevent them from collapsing.
Cuts by objects or tools	Cutting for office supplies (scissors, cutter, etc.)	• Take extreme precautions when using office supplies. • Caution should be exercised if the table top or furniture surfaces have non-rounded edges or corners.
Strikes against immobile objects	Blows from office furniture (table, chest of drawers, wardrobe, etc.)	• Do not leave drawers or filing cabinet doors, cabinets, furniture, etc. • Caution should be exercised if the surface of the table or furniture has non-rounded edges or corners • Maintain order and cleanliness in the area
People falls on the same level	Spillage of liquids on the ground, cables and objects in the middle of pedestrian crossings.	• Clean up any spillage from the floor immediately. • The work area must have sufficient and adequate lighting for the type of work being carried out. • The cables located in the middle of the passage must be marked.

		Do not use the mobile device while walking, climbing stairs, and use designated rest areas for use.
<i>Risk</i>	<i>Working Condition</i>	<i>Preventive Measures</i>
Fall of people at different levels	Use of stairs	- Mandatory use of the handrail - Do not use the chair to reach objects on the shelves - When using the ladder, check its condition and detect if it has any anomaly.
Electrical contacts	Plug overload, directly touching an electrical source	- Keep the electrical panels closed, if it lacks a cover and signalling, notify the person in charge - Do not overload the installation with multiple plugs or thieves. - Do not make splices and connections incorrectly. - Do not use electrical equipment or installations with wet hands - Do not alter or modify the safety devices - Equipment disconnection whenever it is not being used. - Respect electrical hazard signs - Do not disconnect the work equipment by pulling the cables
Forced postures and overexertion	Inappropriate use of the office chair	- Adjust the monitor and the chair to avoid overexertion and forced postures - Sit properly in the chair. - Stretch periodically
Stress	Workload	- Establish the necessary breaks and breaks - Organization of tasks and time.

ANNEX I V

WORK IN CONFINED SPACES

The works in places considered in the facilities of Saint Gobain Placo Ibérica, SA. as confined spaces or enclosures, they will be carried out by applying the following methodology:

1. COMMUNICATION AND APPLICATION FOR WORK

The contract must communicate 48 hours before carrying out the work to its primary contact in Saint Gobain Placo Ibérica, SA. the operations to be carried out in the confined space.

2. PREVIOUS OPERATIONS

Before starting work in a confined area, a series of operations must be carried out to ensure the safety of the workers during the operations to be carried out and to warn the rest of the workers in the work centre that there are people working in that place. Therefore, it will be necessary to:

PHASES	SAFETY KEY POINTS
Verify safety equipment required is available and the working area is neat and clean	Make sure the PPE equipment (safety harness, respiratory protection equipment, fire response equipment) available are the required ones
If the confined space had dangerous substances, they need be totally removed and the space needs to be ventilated with a forced air renewal system	

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

PHASES	SAFETY KEY POINTS
Check the state of the inner atmosphere to ensure that it is breathable and the oxygen level is sufficient. Use portable reading measuring equipment intended for this purpose.	Make sure that the oxygen percentage is not less than 20%. If this is not feasible, the work should be carried out with semi-automatic or autonomous respiratory equipment. If the existence of flammable atmospheres is possible, the area should be previously ventilated before starting the work and scrupulously monitor the existence of sources of ignition near the entrance of the enclosure and in the working area.
Isolation of confined space from untimely energy supply.	Key interlocking systems are required when energized equipment exists within the space or equipment that can create a risk of entrapment.
Isolation of the confined space against the uncontrolled emission of polluting substances due to losses or leaks.	It is necessary to install blind flanges in the pipes in addition to blocking the valves of the material inlet. The locking elements must not be manipulated and their unlocking can only be possible by a responsible person and with special tools. Danger signage will also be applied to facilities or equipment out of service.
Mandatory use of standardized signage to clearly and permanently inform that work is being carried out inside a confined space.	Place the signage outside the confined space and near the entrance. This marking complements that which must be placed on the locking systems.

Verified these operations, facilities, aids and personal protective equipment, will be commenced work.

3. CARRYING OUT THE WORK

During the performance of the work, the preventive resource will be supervising from the outside the situation of the workers who are in the confined area by direct visual inspection or by any technical means that guarantees fluid and clear communication and following at least the following aspects:

PHASES	SAFETY KEY POINTS
Review of the equipment and work tools to be used inside.	Make sure that the equipment meets the established safety requirements. For example, use of safety voltages in electrical equipment inside spaces with metal parts.
Continuous ventilation inside the space when there are no full guarantees of environmental safety, for example, by generating pollutants from the work itself.	As natural ventilation is insufficient, it is necessary to use to forced ventilation. 10 total air renovation per hour will be guaranteed. When work inside the space generates pollutants, it is essential to use localized extraction.
Access to the interior will be made to a safety harness and with continuous surveillance from the outside. Safe stairs or means of access will be used to facilitate entry and exit as comfortable as possible.	
Continuous external surveillance while interior work is being carried out.	Full control of operations from outside is mandatory. The person who will remain outside must be perfectly instructed, maintaining continuous contact with the worker who occupies the interior space.
Continuous measurements of the indoor atmosphere.	When pollutants can be generated while working indoors, it is also essential to carry out a continuous measurement of the atmosphere from the outside.
At the end of the work, the equipment and supplies used will be removed, leaving the site orderly and clean.	

Once the work is finished, the Saint Gobain Placo primary contact will be contacted to make the connections of the equipment.

ANNEX V

WORK AT HEIGHT

For access to certain jobs, to machines and facilities in general often it requires the use of work platforms, ladders, scaffolding, elevating work platforms, telescopic arm, etc. Inadequate prevention and protection measures can generate irreversible consequences for people, for this reason it is necessary that this safety standard be put into practice.

1. FIELD OF APPLICATION

This standard will be applicable to any activity that requires access and / or stay at heights greater than 2 m from ground level and that represents a risk of falling for the worker at different levels due to the absence of side protections, areas of difficult access. or areas that do not guarantee the stability of the worker.

2. DEFINITIONS

- **Work at height:** any activity carried out at heights from 2 meters above ground level, which represents a risk for the worker due to falls.
- **Roof work:** work carried out during construction, maintenance, cleaning, installation or any other work that makes it necessary to access and stay on a roof.
- **Safety harness:** Body grip device designed to stop falls. The safety harness is made up of flexible flat nylon webbing bands that distribute the stresses caused by use or a possible fall over the waist, feet and chest.
- **Lanyards:** Connecting elements (rope or strap) that connect the harness with a structure, with an anti- fall device or with a lifeline.
- **Connectors:** Connection elements (carabiners, hooks) between the different components of a fall arrest system.
- **Anchor points:** Solid and resistant points of the structure where other components of the fall arrest system will be fixed.
- **Lifelines:** Rope, cable or rail attached to one or more fixing points, through which an anti- fall device rolls or slides.
- **Fall arrest devices:** Equipment with mobile anchor, equipped with an automatic lock that ensures an almost instantaneous stop in the event of a fall and that accompanies the user in a movement, without manual intervention of the latter (fall devices for rail or cable, retractable tape or cable of steel)

- **Preventive resource:** One or more workers designated by the company, who may or may not be members of the Prevention Service, Own or Others, who have adequate training (Basic Level), who are entrusted with the evaluation of preventive work activities.

3. FUNCTIONS

The functions of a general nature are described below, regardless of the specific functions that are determined for the development of the work, and that the different actors involved in the work process at heights must assume.

Person in Charge of the Work: He will be responsible for ensuring that the work carried out at heights is carried out with the appropriate security measures, controlling compliance with the different obligations of those involved in the work at heights.

Person in charge of the execution of the Work: It is the person who directly supervises by the delegation of the Person in Charge of the Work (sometimes it may be the same person), the precise fulfillment of the different instructions and work procedures that are defined for work at height. He is in charge of ensuring that all personnel involved in the tasks have the information and training required to carry out the work. The person in charge of the execution of the work, in turn, may act as a preventive resource, if they have the appropriate training to do so.

Workers: They must comply with all the safety instructions that correspond to working at heights, and which will be defined by the Person in Charge of the Work. They will inform the person in charge of the execution of the work or preventive resource of any incident that could affect their own safety or that of others.

4. GENERAL RULES

- Before starting any work at a height of more than 2 meters, evaluate the risks and types of preventive measures to be implemented during the work.
- A specific medical examination will be required to guarantee that the worker is in perfect physical and mental condition to carry out the work.
- All personnel involved in work at height must have adequate safety training for the risks present and foreseeable in it, as well as the preventive measures to be used.
- Before starting work, you must carry out a survey of the area where you are going to stay in order to detect additional risks to those of working at heights.
- Delimit and mark the area in which the work is to be carried out, avoiding the presence of third parties or mobile equipment that may generate additional risks.
- Any activity at heights will be carried out by at least two people.
- Whenever possible, collective protection (railings, nets, platforms, walkways, etc.) should prevail over individual protection (safety harness).
- The use of a safety harness is mandatory as personal protective equipment in all work carried out at more than 2 m, on lifting platforms, scaffolding, ladders, roof work, vertical work, etc.
- All personal protective equipment, especially those for work at height, must have a certificate of conformity from the manufacturer and must be in perfect condition for use (without deformations, wear, scratches, paintings ...) and with up-to-date revisions. as indicated in the instruction manual.
- Avoid using personal protection equipment and elements in operations contraindicated by the manufacturer in its instructions or recommendations manual.
- When the aforementioned works are carried out on scaffolding, platforms or ladders, these will comply with the safety requirements set out in the Standard on these, in addition the worker himself will comply with the standards required for the use of these elements and other specific safety provisions of the place where the work is to be done.
- While the worker is at heights greater than 2 m, he will remain tied to a firm structure (fall arrest system) through the lanyards .
- At no time will other means such as drums, forklifts, pallets, boxes, etc. be used. as means to carry out work at height, since these objects or equipment are not designed for this purpose.
- Work at height must be suspended in adverse weather conditions (winds, frost, snow, rain, storms, etc.).

- It is strictly prohibited performing work at height without complying with the established procedure and safety equipment required for each case, even for possible rescue operations and rescue of injured.

5. WORKING PROCEDURE

The chronological sequence of actions for work at heights is described below:

a) Information on the activities to the personnel involved;

The charge of the execution of the work must impart in necessary training to workers involved on activities to develop heights including those concerning preventive measures to be applied and the means of protection to use.

b) Verification of the work area and isolation of the place against risks;

Before starting the work, the person in charge of the execution of the works together with the work team and the preventive resource will verify the security needs of the work area based on the risk assessment or security plan carried out. Special emphasis should be placed on: adaptation of collective protections, correct adaptation of work equipment, isolation of dangerous energies, signalling, etc. The worker designated as a Preventive Resource will ensure that the risk control has been carried out in the work area.

c) Placement of the necessary PPE;

Before starting work at height, workers should put the following personal protective work clothing, safety harness, helmet with safety chin strap. The worker designated as a Preventive Resource will ensure that the mentioned material is available, adequate and in good condition for use.

d) Verification of the correct operation of the equipment;

Before carrying out the work, the person in charge of the execution of the work will check that all the equipment is working correctly, emphasizing the fall arrest system chosen for the work and the PPE.

e) Carrying out work at heights;

Once all the previous steps have been carried out, the work will be carried out at heights following the general safety regulations and the specific regulations according to the task to be carried out.

f) Completion of tasks and replacement of service;

Once the work at height is finished, the person in charge of the execution of the work counts the participating personnel and will review all the equipment used. The Person in Charge of Work will give the appropriate instructions to start up the affected facilities.

6. WORK ON ROOFS

- Saint Gobain Placo Gelsa covers are classified as unsecured covers.
- Some roofs have skylights, which are neither marked nor protected.
- To perform work on deck, you must have an authorization from the plant manager or person in which he delegates.
- Comply with the rules dictated in the previous points of this chapter.
- Carrying out the work without accessing the roof should be put first. If this is not possible, the use of collective protection is mandatory and an evaluation of the work to be carried out according to the cover and the conditions of use is required.
- No auxiliary means or machinery shall be used for a use other than that for which they were designed. Therefore, only mobile platforms and articulated arms will be used as work elements of the operators, resorting to cranes for the movement of loads (sandwich panels, plates, aerators, etc ...)
- All equipment that so requires it must be preassembled at ground level, in order to carry out the work on deck as strictly necessary.
- If the use of temporary lines is necessary, they must be approved.
- When safety nets are to be used, both these and their anchor points must comply with local regulations and applicable reference standards.

REFERENCES

- Law 31/95 of PRL
- Law 54/2003 of reform of the regulatory framework of PRL
- RD 486/1997 on workplaces.
- RD 171/2004 on coordination of business activities.
- RD 2177/2004 minimum health and safety provisions regarding temporary work at height
- RD 1627/97 on Safety and Health in construction works.
- RD 1215/97 on work teams
- RD 773/1997 on personal protective equipment EN 353-1, 353-2, 360 on fall arrest devices

ANNEX VI

ELECTRICAL WORK

1. DEFINITIONS

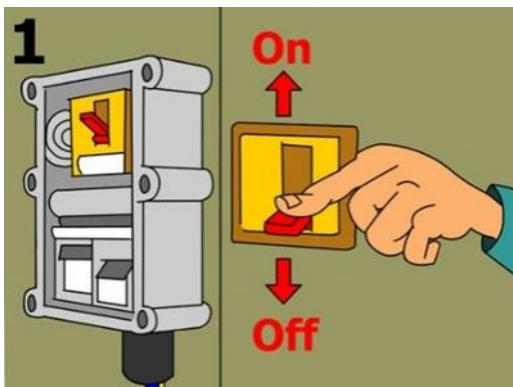
Authorized worker: worker who has been authorized by the employer to carry out certain jobs with electrical risk, based on their ability to do them correctly, according to the procedures established by current legislation (RD 614/2001)

Qualified worker: authorized worker who has specialized knowledge in electrical installations, due to their accredited professional or university training, or to their certified professional experience of two or more years.

Head of work: person designated by the employer to assume effective responsibility for the work.

2. THE 5 GOLDEN RULES OF ELECTRICITY

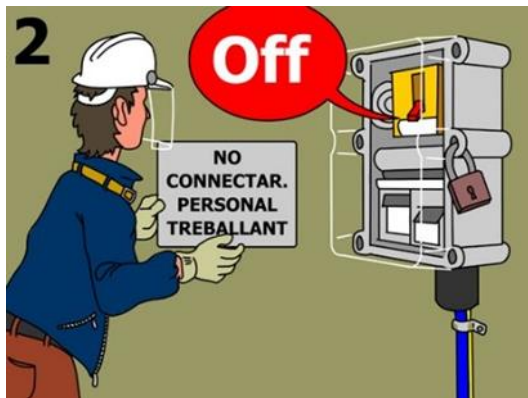
1st RULE - VISIBLY CUT OFF ALL POWER SOURCES



The part of the installation where you are going to work must be isolated from all power sources.

In order to electrically isolate a machine or a part of the installation, the elements with breaking power must be associated in their operation to a disconnect, which allows to obtain the visible cut of the voltage source.

2nd RULE - INTERLOCKING OR LOCKING, IF POSSIBLE, OF THE CUTTING AND SIGNALING DEVICES ON THE CONTROLS



The switching device used to disconnect the installation will be provided with a blocking or interlocking device, so as to prevent possible manipulation. This device may be mechanical, electrical or pneumatic.

Signage must be placed in the box indicating "forbidden to use: people working on equipment".

3rd RULE - VERIFICATION OF THE ABSENCE OF VOLTAGE IN THE PARTS AFFECTED BY THE WORK.



Before starting to carry out the work, it is necessary to check the absence of tension in the place where it is going to be carried out, by means of suitable elements.

Before and after checking the absence of voltage, the correct operation of the detector will be verified. Whenever a voltage absence check is carried out, the installation will be considered "live".

To verify the absence of voltage, the appropriate detector must be chosen for the nominal voltage of the installation and its surroundings.

RULE 4 - GROUNDING AND SHORT CIRCUITING OF ALL POSSIBLE VOLTAGE SOURCES INVOLVED IN THE WORK AREA



IMPORTANT! At this point, remember that the previous operations must be carried out following the established order, since grounding an element without having verified the absence of voltage, and if there is one, would cause a three-phase short circuit with great danger for the worker who performs the operation.

Always ground and short-circuit the installation before discharging it to obtain a protected area.

The sequence for grounding and shorting will be:

Fit the earth clamp.

Attach the clamp to the conductors.

In the disconnection, the procedure will be reversed.

Place as many grounding and short circuits as work zones have been programmed.

5th RULE - PLACEMENT OF APPROPRIATE SAFETY SIGNS REQUESTING WORK AREA



All sectioning and work points will be marked with appropriate signs.

The presence of signs at the intersected points of the lines, together with possible interlocking and blocking devices, will serve as a warning to other people who inadvertently restored power.

3. MINIMUM TRAINING OF WORKERS WHO DO JOBS WITH ELECTRICAL RISK

The theoretical-practical training that each of the workers with the aforementioned qualification must have should be the following:

Authorized worker: this worker must acquire practical and practical theoretical knowledge on:

- Applicable regulations contained in Royal Decree 614/2001 on the minimum provisions for the protection of the health and safety of workers against electrical risks
- Risks and preventive measures for work without tension.
- Risks and preventive measures for voltage work to replace fuses in low voltage installations (when the operation of the fuse holder device leads to the disconnection of the fuse and its material offers complete protection against direct electrical contacts and the effects of a possible arc electric).
- Risks and preventive measures in switches (change of electrical status, no replacement or disassembly of devices and equipment) in high and low voltage.
- Risks in measurements, tests and verifications in low voltage.
- Risks and preventive measures in work in the vicinity of live elements (high and low).

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

- Criteria for determining the feasibility of carrying out low voltage work in the vicinity of live elements.
- Strategies for monitoring compliance with safety measures in work near electrical installations
- Risks and preventive measures in work on electrical installations in locations with risk of fire.

Qualified worker: This worker will always be an authorized worker, so he must have the same training as that one, and also an experience certified by the company or companies in which the worker has carried out the work with electrical installations, which will issue the certificates corresponding, thus being able to assume the jobs that are not allowed for the authorized worker.

The experience must be on a specific electrical installation, coinciding with the one that will carry out its work and not of a general type.

Head of work: Since he must be a qualified worker, he will have the same training as this, assuming the supervision and direction of the work in question.

The following summary table details the minimum training / qualification of workers.

KIND OF WORK	WORKS WITHOUT TENSION		WORKS WITH TENSION		MANOUVERS, MEASUREMENTS, TESTS AND VERIFICATIONS		WORKS IN PROXIMITY		WORK IN SITES WITH RISK OF FIRE OR EXPLOSION	
OPERATION	Voltage suppression and replacement	Execution of work without tension	Realization	Replace fuses	Measurements, tests and verifications	Local maneuvers	Preparation	Realization	No ATEX present	With ATEX present
Low voltage	A	T	C	A	A	A	A	T	A minimum	C + P
High voltage	C	T	C+AE (With the supervision of a work manager)	C (at distance)	C or C aided by A	A	C	A or T aided by A		
T = Any worker A = Authorized C = Qualified C + AE = Qualified and authorized in writing C + P = Qualified and following a procedure					1.- Work with high voltage electrical hazards may not be carried out by workers of a temporary work company (RD 216/1999). 2.- The performance of the different activities contemplated will be carried out in accordance with the provisions of this RD					

ANNEX VII

HOT WORKS

1. WORKING PROCEDURE

Before starting work, a series of checks must be carried out:

- a) Review of the work area to avoid puddles, humid areas, etc., placing the welding group on stable surfaces and away from humidity.
- b) Evaluate the work to be carried out including the surroundings of the work area and the vertical of the same.
- c) Check if the surroundings and the vertical of the work area are classified as ATEX zone, to take the necessary preventive measures.
- d) Carry out work in well-ventilated areas or use local exhaust systems.
- e) Make sure that the earth clamp is connected to the structure that we want to weld and that said structure has no paint, to avoid false contacts.
- f) Connect the earth clamp to the structure on which the welding will be carried out, being as close as possible to the point to be welded and in a visible area.
- g) Check that the earth clamp is connected correctly and firmly to avoid electrical losses in the connection.
- h) Adjust the current to the welding equipment so that it generates the heat necessary for the job.
- i) Check with the electrode if the current reaches the point where you want to weld.
- j) Adjust the polarity plug on the welding machine to work with the proper electrode.
- k) Connect the plug of the welding unit.
- l) Hold the electrode holder by the insulating part to start the task.

2. RISKS

- Electrocution
- Burns
- Fires
- Explosions
- Exposure to gases and vapours (metal fumes)
- Hits
- Exposure to non-ionizing radiation
- Exposure to ionizing radiation
- Particle projection
- Overexertion

3. PREVENTIVE MEASURES

- Remove combustible and flammable materials at a minimum distance of 15 meters and in the vertical of the works.
- Check the area to avoid puddles and wet areas
- Have fire extinguishing equipment near the work area (fire extinguishers from the contract that carries out the work or fire extinguishers with a white label available at the facilities)
- Make use of specific PPE for this type of work
- Never remove the protections from the equipment to be used
- Cover nearby equipment and stockpiles that cannot be removed with fire blankets.
- At the end of the work, check that the area has not been clean and tidy to avoid possible subsequent fires.

ANNEX VIII

MANUAL LADDERS

1. USE MANUAL LADDERS

The use of manual/portable ladders is restricted to those cases in which a fixed ladder or mobile Access platform cannot be use.

Permitted use should be restricted to 3 sceneries:

- To Access from one level to another
- To inspect an area at height (always keeping the 3 points of contact)
- To carry out work at height of lesser nature (30 minutes' maximum) and being possible to maintain the 3 points of contact.

Only personnel with accredited training to work at manual ladders may carry out work.

1.1 Rules previous to use.

Before using a ladder, the person who uses it has the obligation to check that it is in good condition (steps, anti-slip safety shoe, spreaders...), removing it otherwise and indicating the localized defects.

The use of the ladders must be carried out on a level and firm ground.

Keep the steps without oil, painting, etc... as well as the safety shoe before use.

Ladders connected to each other will never be used, unless they are prepared for it.

1.2 Rules during use

The use of ladders higher than 5 m is forbidden.

Irán provistas de antideslizantes en las bases y se comprobará antes de utilizarla que dicho antideslizante se encuentra en buen estado.

Ladders will be providing with anti-slip safety shoe and it will be checked before use.

Ladders with platforms of 3 steps or more, must be equipped with handrails and wheel locking systems.

The ladder must exceed 1m the foothold. Always, the highest height of the operator will be where the upper step corresponds to the height of the hip, respecting the previous height.

The side rails will resto on flat, horizontal and solid surfaces

They shall not be used simultaneously by two persons and arm loads shall be less than 25 kg.

Ascending and descending shall always be done facing the same and with hands free.

The inclination from the horizontal shall be 75º, that is, the separation from the base of 1/4 of the height up to the point of support.

Violent efforts shall be avoided, as well as gestures in positions in which the body protrudes from the same. Ladders shall at all times be considered to be for the purpose of access to a particular place, not as a place of work. When ladders are used to work on, the precautions for working at heights shall be taken, including securing the ladder to the structure.

It is very dangerous to stand on tiptoe on the rungs. Never forget that the worker's hip must not protrude from the sides or above the top of the ladder.

Ladders shall not be used for any purpose other than that for which they were designed.

Ladders shall not be placed in front of doors unless the doors are locked.

A safe area shall be created around the ladder, using barriers or safety belts.

Strictly insulator ladders shall be used in or near electrical installations. Aluminum ladders shall not be used in the vicinity of powered electrical equipment.

Stepladders or double ladders with rungs shall be fitted with chains or cables to prevent them from opening when in use, and with stoppers at the top. Care shall be taken to ensure that one of the supports is wider than the width of the rungs. During use, the worker's knees must be below the top of the ladder.

Ladders shall be protected from the sun and rain. They shall not be left lying on the ground.

In the case of work above two meters in height, if the person has to carry out work without being able to maintain the three points of support, he must wear a safety harness attached to an anchorage point and a helmet with a chinstrap.

1.3 Rules at the end of the work

They shall be checked for damage before storage. If they have any defects, they shall be removed.

Ladders shall be protected from sun and rain. They shall not be left lying on the floor.

SGS- April 2021

CRITICAL SAFETY REQUIREMENTS

CE MARK

SAINT GOBAIN PLACO



INTRODUCTION

Assemblies of machinery, as gypsum board manufacturing machines, are subject to the Machinery Directive 2006/42/EC because their safety depends not just on the safe design and construction of their constituent units but also on the suitability of the units and the interfaces between them. The risk assessment to be carried out by the manufacturer of an assembly of machinery must therefore cover both the suitability of the constituent units for the safety of the assembly as a whole and the hazards resulting from the interfaces between the constituent units. It must also cover any hazards resulting from the assembly that are not covered by the EC Declaration of Conformity (for machinery) or the Declaration of Incorporation and the assembly instructions (for partly completed machinery) supplied by the manufacturers of the constituent units.

The purpose of this document is to define several technical critical requirements, to be considered in the CE marking process of a gypsum board manufacturing line. All the examples of the CE mark design difficulties are based on the SGS Company experience.

SGS is the world's leading inspection, verification, testing and certification company. Plus, as a notified body for nearly all EU product safety directives, SGS has long experience in the CE-marking services.

About SGS:

- Over 80,000 employees.
- Working with customers throughout the supply chains of 13 global industries: Agriculture and Food; Automotive; Chemical; Construction; Consumer Goods and Retail; Energy; Finance; Industrial Manufacturing; Life Sciences; Logistics; Mining; Oil and Gas; and Public Sector.
- Operating across a network of more than 1,650 offices and laboratories around the world.
- A global service, with local expertise.

SGS and SAINT GOBAIN PLACO IBERICA have a collaboration agreement, in order to ensure the adequate CE mark of all the new machines and assembly lines of the "gypsum board manufacturing line project" of Quinto de Ebro (Zaragoza) Factory. According to this collaboration agreement, SGS will evaluate the conformity of each machine/assembly line manufactured and put into service by SAINT GOBAIN PLACO IBERICA's suppliers, with the Essential Health and Safety Requirements of the Annex I of Machinery Directive 2006/42/EC, and the rest of European CE Marking Directives.

SAINT GOBAIN PLACO IBERICA will accept the machine of each supplier, once the favorable report will be issued by SGS.

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NORMATIVE REFERENCES

- Royal Decree 1215/1997. Minimum safety and health requirements for the use of work equipment by workers at work.
- Royal Decree 286/2006. Protection of health and Safety of workers from the risks associated with exposure to noise.
- Royal Decree 486/1997. Safety and health at work.
- Royal Decree 486/2010. Protection of the health and safety of workers from the risks related to exposure to optical radiation.
- Royal Decree 485/1997. Safety Signs.
- EN ISO 12100:2010. Safety of machinery - General principles for design - Risk assessment and risk reduction (ISO 12100:2010).
- EN 13854:2019. Safety of machinery - Minimum gaps to avoid crushing of parts of the human body.
- EN 547-1:1996+A1:2008. Safety of machinery - Human body measurements - Part 1: Principles for determining the dimensions required for openings for whole body access into machinery.
- EN 614-1:2006+A1:2009. Safety of machinery - Ergonomic design principles - Part 1: Terminology and general principles.
- EN 619:2002 + A1:2010. Continuous handling equipment and systems - Safety and EMC requirements for equipment for mechanical handling of unit loads
- EN 894-1:1997+A1:2008. Safety of machinery - Ergonomics requirements for the design of displays and control actuators - Part 1: General principles for human interactions with displays and control actuators.
- EN 14118:2018. Safety of machinery - Prevention of unexpected start-up.
- EN 1837:1999+A1:2009. Safety of machinery - Integral lighting of machines.
- EN ISO 11688-1:2009 Acoustics – Recommended practice for the design of low noise machinery and equipment – Part 1: Planning (ISO/TR 11688-1:1995).
- EN 12198-1:2000+A1:2008. Safety of machinery - Assessment and reduction of risks arising from radiation emitted by machinery - Part 1: General principles.
- EN 60204-1:2018. Safety of machinery - Electrical equipment of machines - Part 1: General requirements.
- EN ISO 13732-1:2008. Ergonomics of the thermal environment - Methods for the assessment of human responses to contact with surfaces - Part 1: Hot surfaces (ISO 13732-1:2006).



- EN ISO 13849-1:2015. Safety of machinery - Safety-related parts of control systems - Part 1: General principles for design (ISO 13849-1:2015).
- EN ISO 13850:2015. Safety of machinery - Emergency stop function - Principles for design (ISO 13850:2015).
- EN ISO 13855:2010. Safety of machinery - Positioning of safeguards with respect to the approach speeds of parts of the human body (ISO 13855:2010).
- EN ISO 13857:2019. Safety of machinery - Safety distances to prevent hazard zones being reached by upper and lower limbs (ISO 13857:2008).
- EN ISO 14119:2013. Safety of machinery - Interlocking devices associated with guards - Principles for design and selection (ISO 14119:2013).
- EN ISO 14120:2015. Safety of machinery - Guards - General requirements for the design and construction of fixed and movable guards (ISO 14120:2015).
- EN ISO 19353:2019. Safety of machinery - Fire prevention and fire protection
- EN 1127-1:2019 Explosive atmospheres — Explosion prevention and protection — Part 1: Basic concepts and methodology
- EN ISO 14122-1:2016. Safety of machinery - Permanent means of access to machinery - Part 1: Choice of fixed means and general requirements of access (ISO 14122-1:2016).
- EN ISO 14122-2:2016. Safety of machinery - Permanent means of access to machinery - Part 2: Working platforms and walkways (ISO 14122-2:2016).
- EN ISO 14122-3:2016. Safety of machinery - Permanent means of access to machinery - Part 3: Stairs, stepladders and guard-rails (ISO 14122-3:2016).
- EN ISO 14122-4:2016. Safety of machinery - Permanent means of access to machinery - Part 4: Fixed ladders (ISO 14122-4:2016).
- EN ISO 14738:2008. Safety of machinery Anthropometric requirements for the design of workstations at machinery (ISO 14738:2002).
- Prevention Technical Note 404. Fixed stairs.
- Prevention Technical Note 408. Fixed service stairs.
- Prevention Technical Note 52 Safe standstill of machine.
- SAINT-GOBAIN PLACO Internal Standard. Safe plant and equipment isolations – LockOut/Tag Out (LO/TO).
- SAINT-GOBAIN Internal Standard 8. Use of equipment and machines for working at heights.

CRITICAL SAFETY REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION OF
GYPSUM BOARD MANUFACTURING LINES

1. SAFETY-RELATED PARTS OF THE CONTROL SYSTEM.

1.1 EN 13849-1 REQUIREMENTS

The safety-related parts of the control system shall satisfy the requirements of the EN 13849-1:2015, according to the required performance level (PLr) estimated in order to the risk assessment method in Figure A.1:

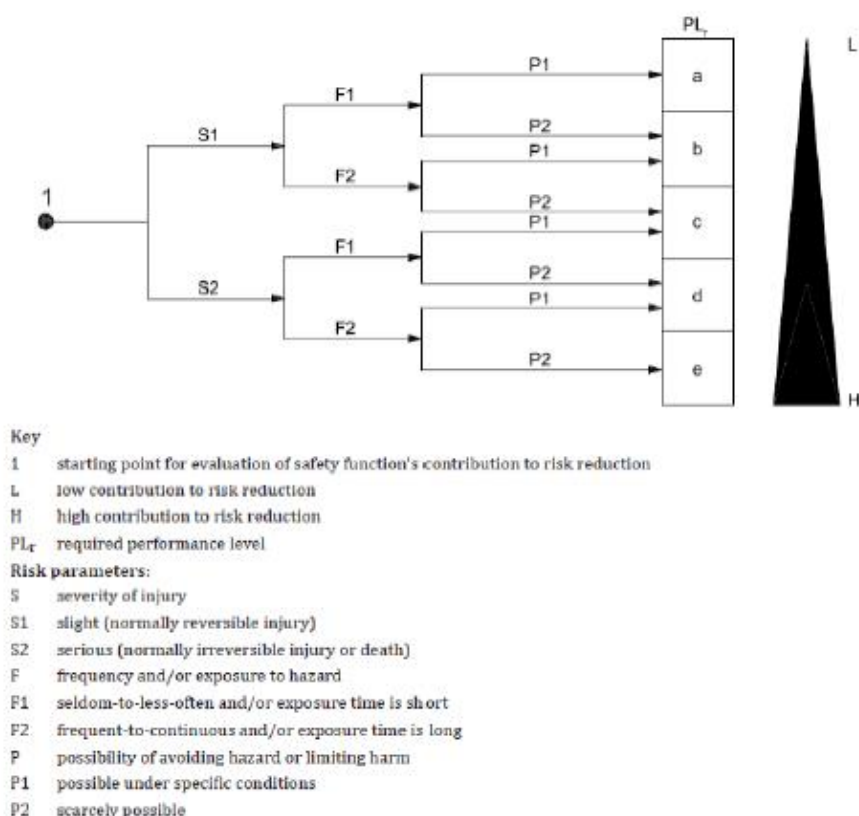


Figure A.1 — Graph for determining required PL_r for safety function

**Note: F1 may be chosen if the accumulated exposure time does not exceed 1/20 of the overall operating time and the frequency is not higher than once per 15 min.*

F2 should be chosen if the frequency is higher than once per 15 min.

Depending on the PL_r determined for each safety function, will be necessary to choose a correct category to can reach it. The Figure 5 in the standard shows the limits relationship between categories, DC, MTTFd and PL:

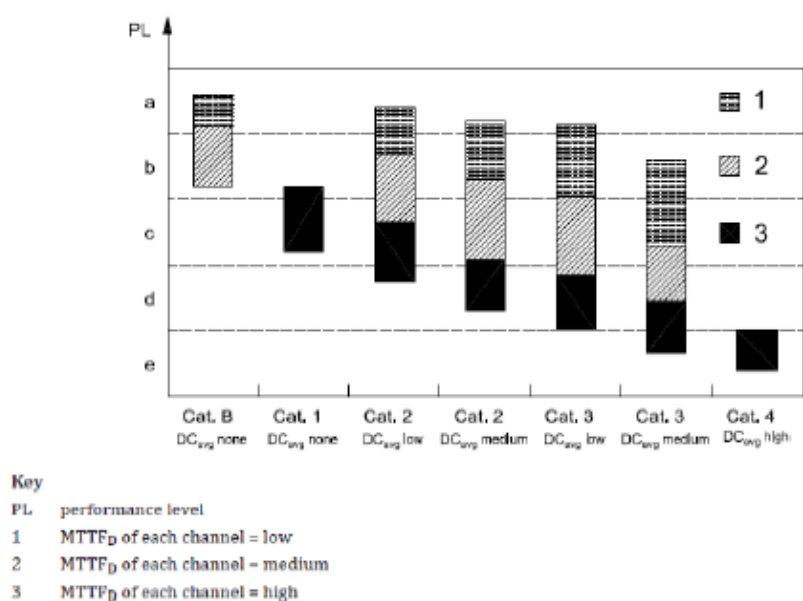


Figure 5 — Relationship between categories, DC_{avg}, MTTF_D of each channel and PL

*Note: MTTF_D Mean time to dangerous failure (years.)

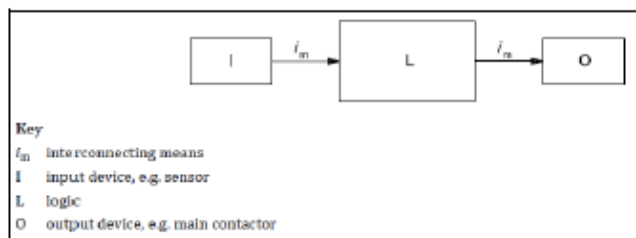
DC_{avg} Diagnostic coverage (%). Range of fail detection of each channel. Performed by a logic control.

Table 10 below shows a summary of requirements for each category:

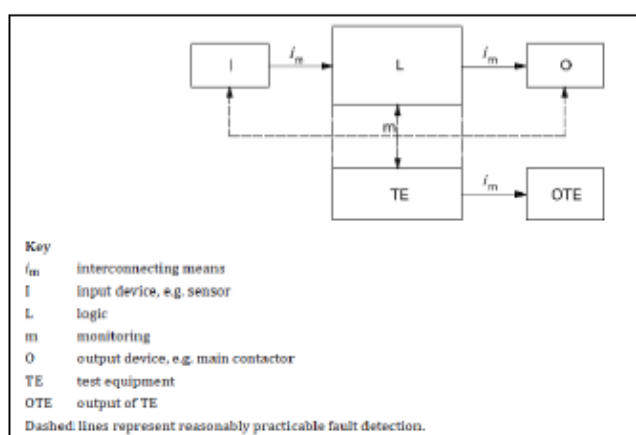
Category	Summary of requirements	System behaviour	Principle used to achieve safety	MTTF _D of each channel	DC _{avg}	CCF
B (see 6.2.3)	SRP/CS and/or their protective equipment, as well as their components, shall be designed, constructed, selected, assembled and combined in accordance with relevant standards so that they can withstand the expected influence. Basic safety principles shall be used.	The occurrence of a fault can lead to the loss of the safety function.	Mainly characterized by selection of components	Low to medium	None	Not relevant
1 (see 6.2.4)	Requirements of B shall apply. Well-ried components and well-ried safety principles shall be used.	The occurrence of a fault can lead to the loss of the safety function but the probability of occurrence is lower than for category B.	Mainly characterized by selection of components	High	None	Not relevant
2 (see 6.2.5)	Requirements of B and the use of well-ried safety principles shall apply. Safety function shall be checked at suitable intervals by the machine control system (see 4.5.4).	The occurrence of a fault can lead to the loss of the safety function between the checks. The loss of safety function is detected by the check.	Mainly characterized by structure	Low to high	Low to medium	See Annex F
3 (see 6.2.6)	Requirements of B and the use of well-ried safety principles shall apply. Safety-related parts shall be designed, so that — a single fault in any of these parts does not lead to the loss of the safety function, and — whenever reasonably practicable, the single fault is detected.	When a single fault occurs, the safety function is always performed. Some, but not all, faults will be detected. Accumulation of undetected faults can lead to the loss of the safety function.	Mainly characterized by structure	Low to high	Low to medium	See Annex F
4 (see 6.2.7)	Requirements of B and the use of well-ried safety principles shall apply. Safety-related parts shall be designed, so that — a single fault in any of these parts does not lead to a loss of the safety function, and — the single fault is detected at or before the next demand upon the safety function, but that if this detection is not possible, an accumulation of undetected faults shall not lead to the loss of the safety function.	When a single fault occurs the safety function is always performed. Detection of accumulated faults reduces the probability of the loss of the safety function (high DC). The faults will be detected in time to prevent the loss of the safety function.	Mainly characterized by structure	High	High including accumulation of faults	See Annex F



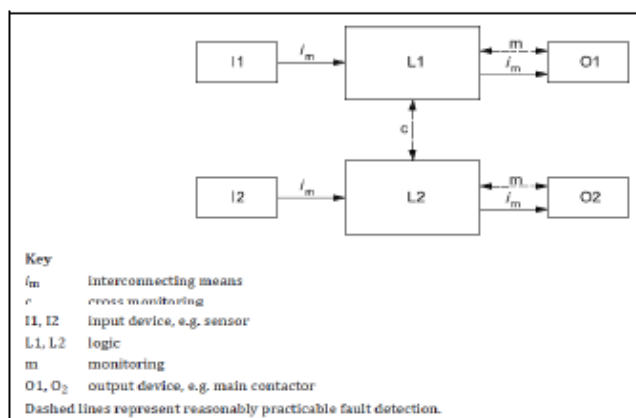
Categories B and 1 could be designed according to the scheme below:



Category 2 could be designed according to the scheme below:



Category 3 and 4 could be designed according to the scheme below:





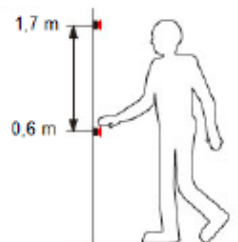
1.2 SAFETY DEVICES

Emergency stops, shall be in accordance with EN 13850:2015, as follows:

- The emergency stop function shall be reset by intentional human action. Resetting of the emergency stop function shall be operated by disengagement of an emergency stop. The reset shall not initiate machine start up.
- The span of control of each emergency stop device shall cover the whole machine. As an exception, a single span of control may not be appropriate when, for example, stopping all linked machinery could create additional hazards or unnecessarily affect production. If there are more than one span of control, each one shall be identifiable at the operating position of each emergency stop device, for example, with pictograms, as follows:



- An electrical emergency stop device shall apply the principle of direct opening action with mechanical latching. Electrical emergency stop devices shall be in accordance with IEC 60947-5-5.
- The actuator of emergency stop device intended to be actuated by hand should be mounted between 0,6 m and 1,7 m above the access level (e.g. floor level, platform level).



- The actuator of the emergency stop device shall be coloured RED. As far as a background exists behind the actuator and as far as it is practicable, the background shall be coloured YELLOW.





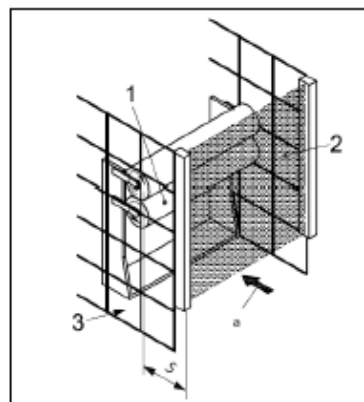
Electro-sensitive protective equipment (light curtains and laser scanners), shall be in accordance with EN 13855:2010, as follows:

- The minimum distance to the hazard zone shall be calculated according to the equation:

$$S = (K \times T) + C$$

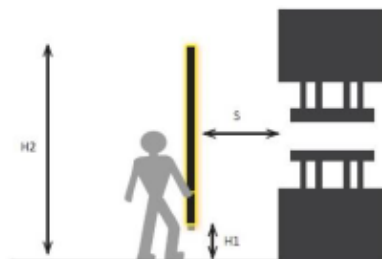
where:

S is the minimum distance, in millimetres (mm);
 K is a parameter, in millimetres per second (mm/s), derived from data on approach speeds of the body or parts of the body;
 T is the overall system stopping performance, in seconds (s),
 C is the intrusion distance, in millimetres (mm).



Picture 3 a) Standard EN 13855:2010

- When the safeguard is used only for the detection of whole body access:
 - a) the height $H1$ of the lowest beam shall be ≤ 300 mm to prevent access under the detection zone. Where it is foreseeable that electro-sensitive protective equipment will be used in non-industrial applications, for example in the presence of children, the height of the lowest beam shall be < 200 mm;
 - b) the height $H2$ of the uppermost beam shall be ≥ 900 mm to prevent stepping over the detection zone. This is not applicable for single beams or for detection zones parallel to the direction of approach.





2. CONTROL DEVICES

EC MARKING AND RISK PREVENTION (RD1215/1997)

Electrical control system shall comply with EN 60204-1.

PUSH BUTTONS	COLOUR
START / ON	White Grey Black Green
STOP / OFF	Black Grey White
RESET	Blue White Grey Black
EMERGENCY STOP	Red over yellow bottom

3. SUPPLY DISCONNECTING (ISOLATING) DEVICE

Machinery must be fitted with means to isolate it from all energy sources. Such isolators must be clearly identified. They must be capable of being locked if reconnection could endanger persons. Isolators must also be capable of being locked where an operator is unable, from any of the points to which he has access, to check that the energy is still cut off. For this purpose, means of isolation must be fitted to enable operators to disconnect and separate in a reliable way the machinery from all sources of energy, including the electricity supply and sources of mechanical, hydraulic, pneumatic or thermal energy.

A hand-operator supply disconnecting device shall be provided for each incoming supply. When two or more supply disconnecting devices are provided, protective interlocks shall be used where a hazardous condition or damage to the machine or to the work in progress could occur.

Each machine type may have specific requirements, such as for example: according to EN 619, if handling equipments are subdivided in individual sections and each section has itself power supply, each individual section should be able to be isolated.

The device shall comply with the relevant part of IEC 60947.



Electrical isolation devices include:

- Circuit breakers with the required contact separation and locking facilities
- Disconnectors (commonly referred to as isolators) with locking facilities
- Switch disconnectors with locking facilities
- Plug and socket outlets

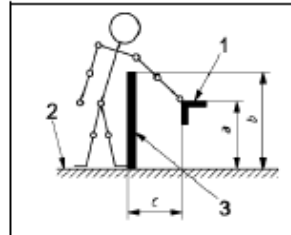
Mechanical Isolation

When isolating machinery care shall be taken to ensure that all sources of energy associated with that machinery are identified and isolated, and that any residual or stored energy (e.g. rotors, springs, accumulators) is safely released. Potential for further movement, e.g. due to gravity, wind pressure, etc, shall be identified and prevented by suitably engineered devices.

4. PROTECTIVE STRUCTURES AND GUARDS.

4.1 POSITIONING

Protective structures and guards with gaps > 120 mm, shall be in accordance with EN 13857:2008 (table 2), as follows:



Picture 2 Standard EN 13857:2008

**Note: the protective structure referenced as "3" in Picture 2, shall be continuous, without openings.*

Tabla 2 – Alcance por encima de las estructuras de protección. Riesgo alto

Medidos en milímetros

Altura de la zona peligrosa ^c <i>a</i>	Altura de la estructura de protección ^{a,b} <i>b</i>								
	1 000	1 200	1 400	1 600	1 800	2 000	2 200	2 400	2 700
Distancia de seguridad horizontal con respecto a la zona peligrosa, <i>c</i>									
2 700	0	0	0	0	0	0	0	0	0
2 600	900	800	700	600	600	500	400	300	100
2 400	1 100	1 000	900	800	700	600	400	300	100
2 200	1 300	1 200	1 000	900	800	600	400	300	0
2 000	1 400	1 300	1 100	900	800	600	400	0	0
1 800	1 500	1 400	1 100	900	800	600	0	0	0
1 600	1 500	1 400	1 100	900	800	500	0	0	0
1 400	1 500	1 400	1 100	900	800	0	0	0	0
1 200	1 500	1 400	1 100	900	700	0	0	0	0
1 000	1 500	1 400	1 000	800	0	0	0	0	0
800	1 500	1 300	900	600	0	0	0	0	0
600	1 400	1 300	800	0	0	0	0	0	0
400	1 400	1 200	400	0	0	0	0	0	0
200	1 200	900	0	0	0	0	0	0	0
0	1 100	500	0	0	0	0	0	0	0

^a Las estructuras de protección de altura inferior a 1 000 mm no están incluidas, porque no restringen suficientemente los movimientos del cuerpo.

^b No se deberían utilizar estructuras de protección más bajas de 1 400 mm sin medidas preventivas adicionales.

^c Para zonas peligrosas por encima de 2 700 mm, remítase al apartado 4.2.1.

Table 2 Standard EN 13857:2008

Design Example:

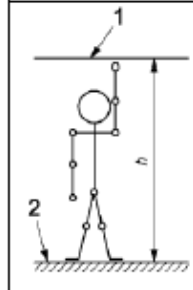
Unknown: *b*, height of the protective structure.

a, height of the movement parts (risk) = 1.800 mm

c, distance from the protective structure to the movements parts (risk) = 600 mm

b = 2.000 mm

If there is a risk above an operator, the dangerous zone height, h , shall be at least 2700 mm, as follows:



Picture 1 Standard EN 13857:2008

Protective structures and guards with gaps ≤ 120 mm, the safety distance, s_r , between the gap plane and the dangerous zone, shall be in accordance with EN 13857:2008 (table 4), as follows:

Tabla 4 – Alcance a través de aberturas regulares para personas de 14 años de edad en adelante

Medidas en milímetros

Parte del cuerpo	Figura	Abertura	Distancia de seguridad s_r		
			Ranura	Cuadrado	Círculo
Punta del dedo		$e \leq 4$	≥ 2	≥ 2	≥ 2
		$4 < e \leq 6$	≥ 10	≥ 5	≥ 5
Dedo hasta los nudillos		$6 < e \leq 8$	≥ 20	≥ 15	≥ 5
		$8 < e \leq 10$	≥ 80	≥ 25	≥ 20
		$10 < e \leq 12$	≥ 100	≥ 80	≥ 80
		$12 < e \leq 20$	≥ 120	≥ 120	≥ 120
Mano		$20 < e \leq 30$	$\geq 850^*$	≥ 120	≥ 120
		$30 < e \leq 40$	≥ 850	≥ 200	≥ 120
Brazo hasta la articulación del hombro		$40 < e \leq 120$	≥ 850	≥ 850	≥ 850
		$120 < e \leq 200$	≥ 850	≥ 850	≥ 850

Las líneas en rojo grueso indican la parte del cuerpo restringida por el tamaño de la abertura.

* Si la longitud de la abertura es menor de 65 mm, el pulgar actúa como tope y la distancia de seguridad se puede reducir a 300 mm.

Design Example:

Imagine a guard with a square grid 100 x 100 mm, then the distance s_R shall be ≥ 850 mm.

I imagine the danger zone at a distance of 2 mm, in which case a slot-shaped guard must have a maximum opening of 4 mm.



4.2 TECHNICAL SPECIFICATIONS

Guards, shall comply with EN 14120:2015 in these general terms:

- Where viewing of the process is required, guards shall be designed and constructed to offer adequate viewing.
- Fixed guards shall be designed to prevent easy removal.
- Quick release fasteners such as self-clinching fasteners shall not be used to secure fixed guards from outside the guarded area.
- Support posts, guard frames, mountings, and infill materials shall be selected and arranged to provide a rigid and stable structure and to resist deformation. This is especially important where deformation of material could be detrimental to maintaining safety distances.
- Materials of the guard that enclose or is placed in an environment containing dust, fibres, or particles shall be selected to prevent accumulation. If there is a risk of static charge to a hazardous level, guards shall be designed in material with an electrical conductance high enough to avoid build-up of static charge or by other measures to prevent hazardous static charge.
- Where there is a foreseeable risk of fire (see ISO 19353), materials selected shall be spark resistant and fire retardant and shall not absorb or emit flammable fluid, fumes, etc.

Movable guards with interlocking devices, shall comply with EN 14119:2013 in these general terms:

- Unconditional unlocking: Unlocking of the guard can be initiated at any time by the operator. When unlocking is started, the guard locking device generates a stop command. The time necessary for the guard to be unlocked shall be greater than the time necessary for the hazardous machine function to disappear.
- Conditional unlocking: Unlocking of the guard is possible only when the hazardous machine functions have disappeared, mechanical, hydraulic, pneumatic, thermal or any other according to the risk assessment.
- The output system of interlocking devices shall be suitable for inclusion in a control system designed in accordance with ISO 13849-1 or IEC 62061.
- A single tongue interlocking device couldn't reach a category 3 in a safety function according to EN 13849-1. However, two tongue interlocking switches or one inductive switch could reach a category 3.



Tongue interlocking safety switch

5. TEMPERATURE RISKS.

EC MARKING AND RISK PREVENTION (RD1215/1997)

Where access to machinery parts with hot surfaces is possible, shall prevent the contact with design measures.

The manufacturer must ensure the compliance with the standard EN 13732-1:2008, which defines the temperature threshold (limit) for not cover metals:

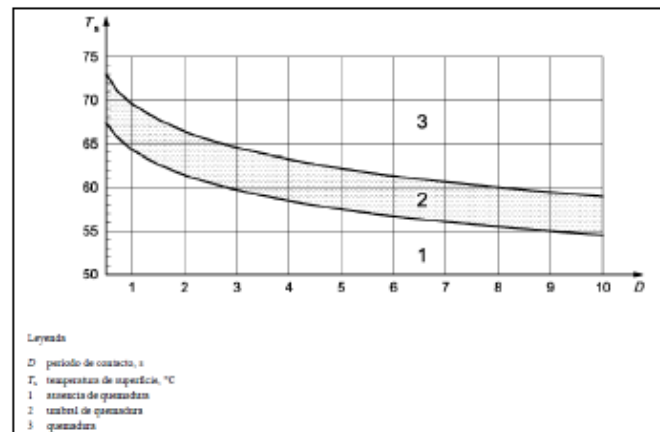


Figure 2 Standard EN 13732-1:2008

NOTE: in addition to this, warning signals "hot surfaces" shall be provided (R.D. 485/1997):



6. NOISE

EC MARKING

Where necessary, the instruction handbook should give the requirements relating to installation and assembly of machines necessary to ensure that such emissions are minimised, for example fitting of dampers, inertia blocks. The instructions shall also give the maintenance requirements for maintaining the effectiveness of noise reduction and control measures.

Where noise emissions are not reduced to a level at which there is no risk to health, operator training shall be identified as well as personal protective equipment.



In addition to this, according to Directive 2006/42/EC the following information on airborne noise emissions shall be indicated in the user manual:

- the A-weighted emission sound pressure level at workstations, where this exceeds 70 dB(A); where this level does not exceed 70 dB(A), this fact must be indicated,
- the peak C-weighted instantaneous sound pressure value at workstations, where this exceeds 63 Pa (130 dB in relation to 20 μ Pa),
- the A-weighted sound power level emitted by the machinery, where the A-weighted emission sound pressure level at workstations exceeds 80 dB(A).

7. INTEGRATED LIGHTING

EC MARKING

Lighting shall be provided in accordance with EN 1837 and EN 60204-1. Particular emphasis is needed at the points where either operator access or web inspection is required.

Work stations shall be provided with lighting with a minimum nominal intensity of 300 lux. Arrangement and selection of lighting units shall take account of possible dangers of fire and wetness and lighting shall be arranged and selected in such a way that they do not block access to passages and the working platforms.

In case of failure of the overall lighting system, an emergency lighting of 3 lux minimum shall be provided.

RISK PREVENTION (RD1215/1997 AND RD 486/1997)

The Royal Decree 486/1997, indicates the values of lighting in work zones

3. Los niveles mínimos de iluminación de los lugares de trabajo serán los establecidos en la siguiente tabla:

Zona o parte del lugar de trabajo (*)	Nivel mínimo de iluminación (lux)
Zonas donde se ejecuten tareas con:	
1ª Bajas exigencias visuales	100
2ª Exigencias visuales moderadas	200
3ª Exigencias visuales altas	500
4ª Exigencias visuales muy altas	1.000
Áreas o locales de uso ocasional	50
Áreas o locales de uso habitual	100
Vías de circulación de uso ocasional	25
Vías de circulación de uso habitual	50

(*) El nivel de iluminación de una zona en la que se ejecute una tarea se medirá a la altura donde ésta se realice; en el caso de zonas de uso general a 85 cm. del suelo y en el de las vías de circulación a nivel del suelo.

Estos niveles mínimos deberán duplicarse cuando concurren las siguientes circunstancias:

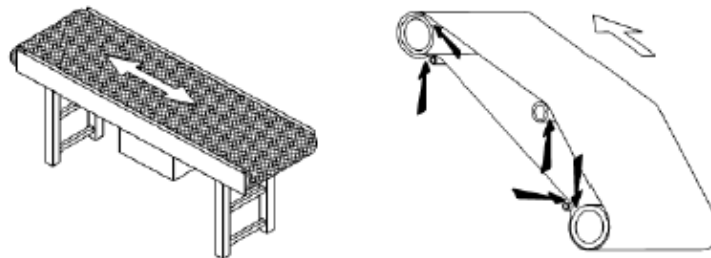
- En las áreas o locales de uso general y en las vías de circulación, cuando por sus características, estado u ocupación, existan riesgos apreciables de caídas, choques u otros accidentes.
- En las zonas donde se efectúen tareas, cuando un error de apreciación visual durante la realización de las mismas pueda suponer un peligro para el trabajador que las ejecuta o para terceros o cuando el contraste de luminancias o de color entre el objeto a visualizar y el fondo sobre el que se encuentra sea muy débil.

Design Example:

Imagine a task area with moderate demands, the minimum illumination level shall be 200 lux.

8. CONVEYOR BELTS

The risks due to movement parts of the conveyor belts will be managed by means of protective structures, fixed guards and interlocking movable guards according to the standards EN 13857:2008 and EN 14119:2013.



For protective structures and interlocking movable guards, take into account the design requirements defined for coating machines.

The fixed guards shall be designed in accordance with the table 4 of the standard EN 13857:2008:

Parte del cuerpo	Figura	Abertura	Distancia de seguridad, s_r		
			Ranura	Cuadrado	Círculo
Punta del dedo		$e \leq 4$	≥ 2	≥ 2	≥ 2
		$4 < e \leq 6$	≥ 10	≥ 5	≥ 5
Dedo hasta los nudillos		$6 < e \leq 8$	≥ 20	≥ 15	≥ 5
		$8 < e \leq 10$	≥ 80	≥ 25	≥ 20
		$10 < e \leq 12$	≥ 100	≥ 80	≥ 60
Mano		$12 < e \leq 20$	≥ 120	≥ 120	≥ 120
		$20 < e \leq 30$	$\geq 850^a$	≥ 120	≥ 120
Brazo hasta la articulación del hombro		$30 < e \leq 40$	≥ 850	≥ 200	≥ 120
		$40 < e \leq 120$	≥ 850	≥ 850	≥ 850

Los límites en bruto proveen indicación la parte del cuerpo restringida por el tamaño de la abertura.

^a Si la longitud de la abertura en forma de ranura es ≤ 65 mm, el pulgar actúa como tope y la distancia de seguridad se puede reducir a 200 mm.

Table 4. Standard EN 13857:2008

Design Example:

Unknown: e , opening of the guard

S_r , distance from the guard to the movements parts (risk) = 80 mm

e = value between $8 < e \leq 10$ mm



Fixed guard that does not designed in accordance with EN 13857:2008.

9. CONTINUOUS HANDLING EQUIPMENT AND SYSTEMS

Continuous handling equipments and systems, shall comply with EN 619:2002 + A1:2010, in these general terms:

- Maximum distance of 5 mm between movable and fixed parts to avoid crushing and shearing.

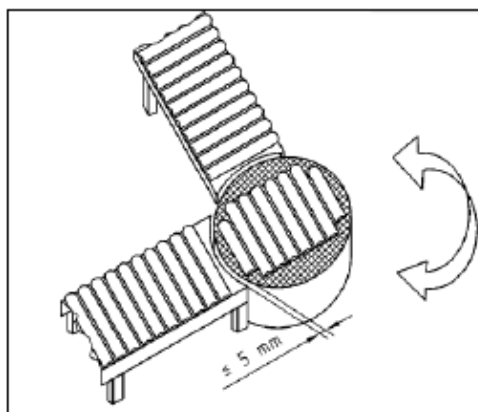


Figure D.1, EN 619:2002

- Use of fences and safety devices to avoid accessing during operation to hazardous zones under vertical transfers (if loads could move down under 2,5 m) or near horizontal transfers.
- Transmission parts under 2,5 m shall be protected by guards according to EN 14120.
- Crushing zones could be avoided by design if the distance "d" between movable and fixed parts were at least:

Fingers and hands crushing zones	$d \geq 0,05 \text{ m}$
Arms and feets crushing zones	$d \geq 0,12 \text{ m}$
Body crushing zones	$d \geq 0,5 \text{ m}$

- Shall be positioned buffer stops at the end of the conveyor rails.
- At maintenance zones shall be projected manual mechanical stops to ensure a safe zone.
- A load free falling shall not injure an operator. Shall be projected by means such as side guards or nets, fences, capable of stopping the load.
- Transport carts shall be designed to avoid feet crushing according to the *Figure D.10* as follows:

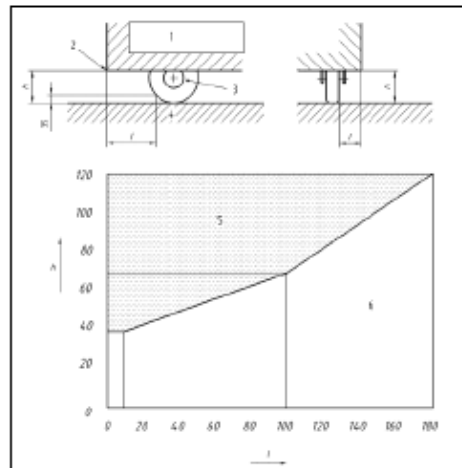
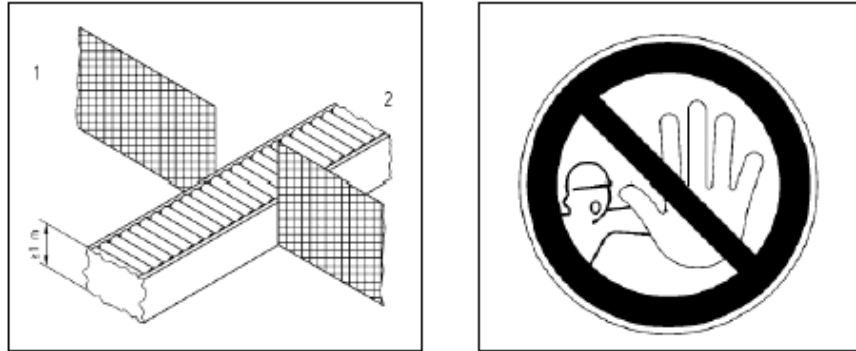


Figure D.10, EN 619:2002

- Emergency stops shall be according to EN 13850 and:
 - one or more button devices assembled in such a way that at least one is reachable each 10 meters,
 - or
 - one or more cable devices assembled along the conveyor sides,
 - or
 - the supply isolating device if the distance from any accessible point to it is at most 10 meters.
- Drifting movements shall be prevented with brake systems or non-return devices.
- A vertical transport load test shall be performed during commissioning with a test load of 1.1 x rate load.

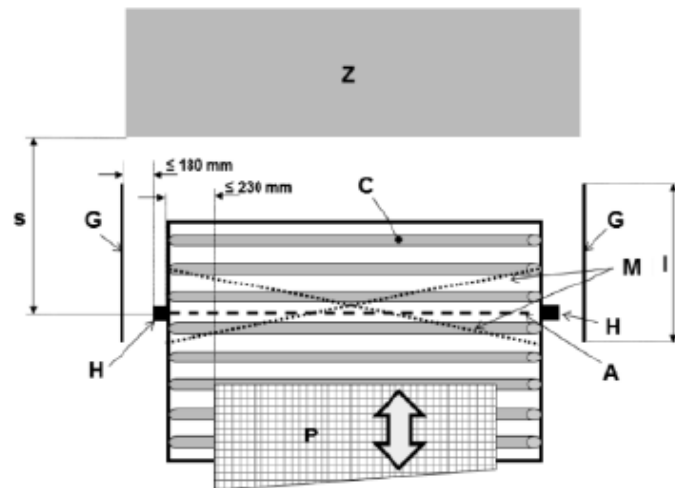
- Entry and exit free points of rolls shall avoid accessing of an operator with an obstacle of 1 m height at least. Also these points shall be signaled as follows:



However, the risks will be analysed individually in each case to ensure that the installation is safe. According to SAINT GOBAIN PLACO, safety devices such as photoelectric barriers with muting and fixed guards will be used to prevent the passage of people.

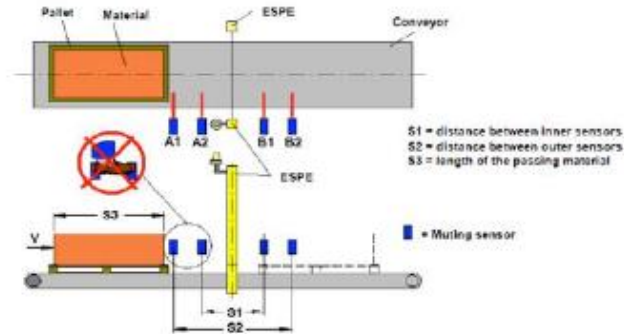
MUTING FUNCTION: Temporary muting of a protective device as a function of the process.

In order to avoid an operator could cross the light curtain without being detected and reaching the hazardous area (Z) running, measures related to the distances to the near elements (H=light curtain, G=Fence) and the product P (when muting) must be taken into account:



Four Sensor Muting Application

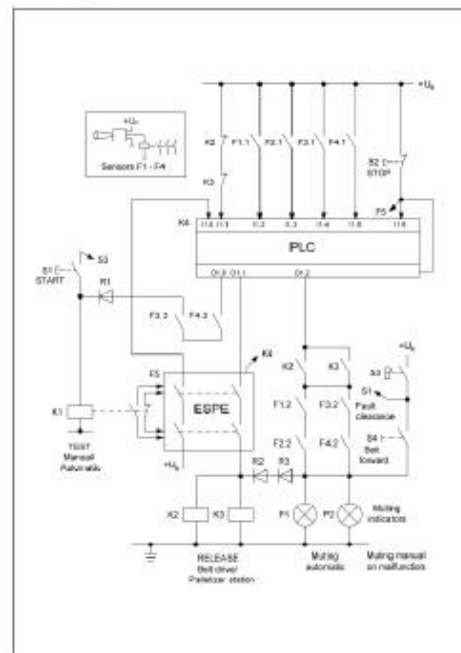
Example: Serial attachment of four photoelectric proximity sensors



Electrical architecture of muting function according to EN 13849-1.

8.2.22 Muting of a protective device – Category 3 – PL d (Example 22)

Figure 8.38:
Muting of a protective device at the discharge point from a palletizing installation controlled by a PLC





Vertical transports with rope, chain or belt suspension, shall comply with particular requirements of Annex E in EN 619:2002 + A1:2010, in these general terms:

- Shall be assembled a parachute device when the lifting machine could transport a person.
- Parachute device will work through an overspeed controller before vertical speed reaches *0,7 m/s* or *1,4 x rate speed*.
- Brake force shall be *300 N* or *2 x switching on force of the parachute device*, in each rope.
- Rope mechanical strength $\geq 8 \times$ *brake force*
- Rope or chain breakage or slack shall stop the machine.
- Rope or chain safety factor without person lifting ≥ 5 .
- Rope or chain safety factor with person lifting ≥ 10 .
- Chains shall be link or roller type.
- Vertical transports with people lifting option, shall be equipped with controls on board and a system to avoid the simultaneous control from outside.

10. GENERAL CONDITIONS. WORKPLACES, MEANS OF ACCESS, WALKWAYS, PASSAGEWAYS, STAIRS.

In case of the existence of different criteria between the European and Spanish legislation, the most restrictive value between them will be taken.

The requirements of EN 14122-3:2016 and EN 14122-4:2016, shall be satisfied:

- The clear passage height over platforms and walkways shall be at least 2.10 m. Where this requirement cannot be satisfied, the clearance can be reduced until 1.9 m and the resultant danger points shall be provided with padding with black/yellow danger marking (residual risk).



- The safety distance to avoid reaching dangerous elements shall be designed according to the requirements of EN 13857

Table 2. HIGH RISK: Understanding high risk as a normally irreversible injury or death, for example falling risk, trapping or crushing risk, burn due to contact with material at high temperature;

Altura de la zona peligrosa ^a a	Altura de la estructura de protección ^{a,b} b									
	1 000	1 200	1 400	1 600	1 800	2 000	2 200	2 400	2 500	2 700
	Distancia de seguridad horizontal con respecto a la zona peligrosa, c									
2 700	0	0	0	0	0	0	0	0	0	0
2 600	900	800	700	600	600	500	400	300	100	0
2 400	1 100	1 000	900	800	700	600	400	300	100	0
2 200	1 300	1 200	1 000	900	800	600	400	300	0	0
2 000	1 400	1 300	1 100	900	800	600	400	0	0	0
1 800	1 500	1 400	1 100	900	800	600	0	0	0	0
1 600	1 500	1 400	1 100	900	800	500	0	0	0	0
1 400	1 500	1 400	1 100	900	800	0	0	0	0	0
1 200	1 500	1 400	1 100	900	700	0	0	0	0	0
1 000	1 500	1 400	1 000	800	0	0	0	0	0	0
800	1 500	1 300	900	600	0	0	0	0	0	0
600	1 400	1 300	800	0	0	0	0	0	0	0
400	1 400	1 200	400	0	0	0	0	0	0	0
200	1 200	900	0	0	0	0	0	0	0	0
0	1 100	500	0	0	0	0	0	0	0	0

^a Las estructuras de protección de altura inferior a 1 000 mm no están incluidas, porque no restringen suficientemente los movimientos del cuerpo.

^b No se deberán utilizar estructuras de protección más bajas de 1 400 mm sin medidas preventivas adicionales.

^c Para zonas peligrosas por encima de 2 700 mm, remítase al apartado 4.2.1.

Table 1. LOW RISK: Understanding high risk as a normally reversible injury.

Altura de la zona peligrosa ^a a	Altura de la estructura de protección ^a b							
	1 000	1 200	1 400	1 600	1 800	2 000	2 200	2 400
	Distancia de seguridad horizontal con respecto a la zona peligrosa, c							
2 500	0	0	0	0	0	0	0	0
2 400	100	100	100	100	100	100	100	0
2 200	600	600	500	500	400	350	250	0
2 000	1 100	900	700	600	500	350	0	0
1 800	1 100	1 000	900	900	600	0	0	0
1 600	1 300	1 000	900	900	500	0	0	0
1 400	1 300	1 000	900	800	100	0	0	0
1 200	1 400	1 000	900	500	0	0	0	0
1 000	1 400	1 000	900	300	0	0	0	0
800	1 300	900	600	0	0	0	0	0
600	1 200	500	0	0	0	0	0	0
400	1 200	300	0	0	0	0	0	0
200	1 100	200	0	0	0	0	0	0
0	1 100	200	0	0	0	0	0	0

^a Las estructuras de protección de altura inferior a 1 000 mm no están incluidas, porque no restringen suficientemente los movimientos del cuerpo.
^b Para zonas peligrosas por encima de 2 500 mm, remítase al apartado 4.2.1.

Access stairs, walkways and working platforms shall have a width of at least 0,80 m, in accordance with specific SAINT-GOBAIN PLACO requirements. This only applies to machine access areas, in case of pedestrian access areas in the installation but not machine access areas, at least 1 metre width must be complied with.

Where there is danger of falling into the machine from machine floors, platforms or access stairs, the machine frame can act as a safeguard against falling if it meets the requirements specified for railings and if the distance between platform and machine frame is at least 0,12 m. Machines protrusions are not allowed to reduce the area available for walking to less than 0,40 m. Any machine parts causing obstructions shall be provided with paddings where possible and with warnings wherever practicable.

According to p.5.5.8 Railings interrupted due to access to the work platform and catwalks having a falling height of more than 2,00 m shall be safeguarded against persons falling off. Danger of falling exists where access is via access stairs type 2 or type 3 according to 5.5.2.

The risk of falling is considerably reduced where an intermediate platform is provided between access stairs and platform or catwalk or where access is from the narrow end of a catwalk. Safeguarding interrupted railings can be effected for example by automatically closing doors which open only in the direction of the work platforms or catwalk. Chains are no suitable means of safeguarding against persons falling off.

According to standard EN 14122-1, as far as practicable, the means of access to the machinery shall be in the following order:

- access directly from ground level or from a floor,
- ramps or stairs,
- stepladders or fixed ladders.

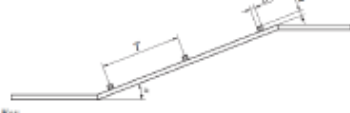
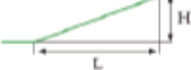
The applicable range of pitch for the above means of fixed access is summarized in Fig.5.



Figure 5 — Range of the various means of access

In order to comply with the requirements of standards EN 14122 and the Royal Decree 486/1997, the following table indicates the minimum requirements of each type of access:

REQUIREMENTS FOR RAMPS

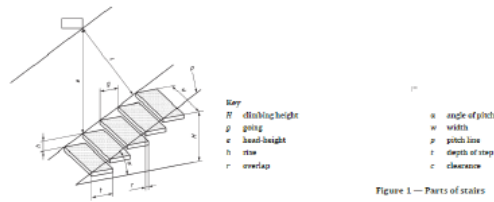
ACCESS PART	STANDARD EN 14122-1/2	SPANISH LEGISLATION RD 486/1997												
	RAMP 0-25°	RAMP												
MAXIMUM ANGLE	For walking, a maximum angle of 20° (generally and preferably not more than 10°). Ramps are often preferable to stairs with only one or two steps.	≤ 300 mm												
SURFACE	The properties of the surface have very strong influence on the safety of the ramp. The surface shall have very good resistance against slipping in particular for ramps between 10° and 20°. Floorings shall have a surface finish which is designed and manufactured to reduce the risk of slipping. Where enhanced slip resistance is required and ribbed walkways as a protective measure are used against slip hazards on ramps with an angle of pitch, α, of between 10° and 20°, the distance between the ribs, T, should be between 400 mm and 500 mm. The range of the height, h, of the ribs should be between 10 mm and 20 mm. The range of the width, b, of the ribs should be between 10 mm and 20 mm.  Key - T distance of two ribs - b width - h height - α angle of pitch	The maximum angle of the ramps shall be according to following table:  $Pendiente = \frac{H}{L} \times 100$ <table border="1"> <caption>Tabla 2. Pendientes máximas admisibles de rampas en función de su longitud</caption> <thead> <tr> <th>L (m)</th><th>Pendiente máxima (%)</th><th>H máxima (m)</th></tr> </thead> <tbody> <tr> <td>L < 3</td><td>12</td><td>0,12 x L</td></tr> <tr> <td>3 ≤ L < 10</td><td>10</td><td>0,10 x L</td></tr> <tr> <td>L ≥ 10</td><td>8</td><td>0,08 x L</td></tr> </tbody> </table>	L (m)	Pendiente máxima (%)	H máxima (m)	L < 3	12	0,12 x L	3 ≤ L < 10	10	0,10 x L	L ≥ 10	8	0,08 x L
L (m)	Pendiente máxima (%)	H máxima (m)												
L < 3	12	0,12 x L												
3 ≤ L < 10	10	0,10 x L												
L ≥ 10	8	0,08 x L												
OPEN FLOORING	Least restrictive value	≤ 8 mm												

REQUIREMENTS FOR WORKING PLATFORMS

ACCESS PART	STANDARD EN 14122-1/2 PLATFORM
Width	The clear width, w, of a walkway shall be ≥ 800 mm. When the walkway is usually subject to passage or crossing of several persons simultaneously, the clear width, w, shall be increased to at least 1 000 mm.
Gap in the flooring	Where gaps exist in the flooring, e.g. for the passage of piping or other elements, or between the edge of a working platform or walkway and adjacent structures, the following requirements apply. — If gaps are > 20 mm, either a toe-plate with a height of at least 100 mm shall be fitted or the gap shall be reduced to ≤ 20 mm by means of a baseboard. — If gaps are > 20 mm and ≤ 120 mm, a toe-plate with a height of at least 100 mm shall be fitted. If, because of an obstruction, there is insufficient space for a full height toe-plate, the height of the toe-plate can be locally reduced to a minimum of 50 mm. — If the gap is > 120 mm, the following requirements apply: a) If gaps are > 120 mm and ≤ 180 mm, a toe-plate and a handrail (see ISO 14122-3) or an equivalent structure with a height of 900 mm to 1 100 mm shall be provided. b) If gaps are > 180 mm, whole-body access is possible and the working platform or walkway shall be fitted with a guard-rail according to ISO 14122-3:2016, Clause 7, to prevent access to the gap.
HATCH	According to EN 14122-4, P.5.4.5: When it is necessary, a platform may have an opening to permit access to (and exit from) a ladder below the platform, which shall be closed by a trapdoor (see Figure 13). The trap door shall be designed as follows: a) the opening shall be at least equal to the required size of the ladder cage; b) the trap door shall not open downwards, and shall move upwards or horizontally; c) it shall be opened non-powered and intentionally, and the operating force shall not exceed the force limits for machinery operation (see EN 1005-2:2003+Amd1:2008 and EN 1005-3:2002+Amd1:2008); d) the trap door shall allow the safe passage of the operator while in the open position;  Key 1 trap door (foldable) (liftable) 2 release mechanism 3 grip



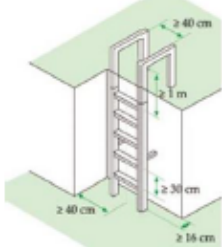
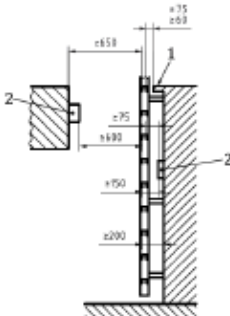
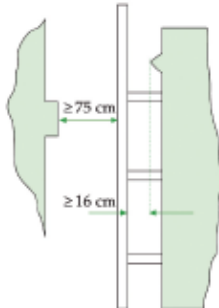
PARTS OF A STAIR



ACCESS PART		STANDARD EN 14122-3				
STAIR 20 -45°		STEP LADDER 45-75°				
GOING (g)	Minimum 210mm // Maximum 310 mm	≥ 80 mm				
RISE (h)	Constant along the flight.	45° < α ≤ 60°		60° ≤ α ≤ 75°		
		h_1	h_2	h_1	h_2	
		Min.	$0,5 \times h_2$	150	$0,5 \times h_2$	230
		Max.	$h_2 + 15$	200	$h_2 + 40$	300
GOING AND RISE RELATION	600 ≤ g+2h ≤ 860 240+320=560	Not specified.				
OVERLAP (r)	≥ 10 mm	≥ 0 mm				
WIDTH (w)	> 800 mm, SAINT GOBAIN PLACO requirement (*only in machinery access areas)					

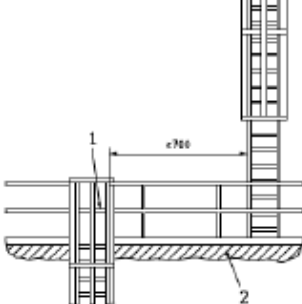


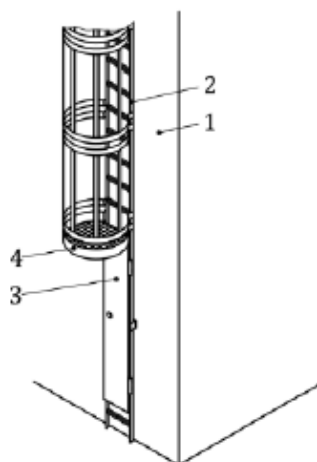
CLIMBING HEIGHT (H)	≤ 3000 mm or if it is a single straight flight the climbing height shall not exceed 4000 mm	≤ 3000 mm
HEAD-HEIGHT (e)	≥ 2300 mm	≥ 2300 mm
OPEN FLOORING	— Floorings of working platforms or walkway shall only have such maximum openings that a ball with a diameter of 35 mm cannot fall through. — Floorings above a place where people are working, as opposed to occasional passage, shall have such maximum openings that a ball with a diameter of 20 mm cannot fall through.	— Floorings of working platforms or walkway shall only have such maximum openings that a ball with a diameter of 35 mm cannot fall through. — Floorings above a place where people are working, as opposed to occasional passage, shall have such maximum openings that a ball with a diameter of 20 mm cannot fall through.
ACCESS PART	STANDARD EN 14122-3	
	STAIR 20 -45°	STEP LADDER 45-75°
HANDRAILS	According EN 14122-3: The shape of the handrail should have a diameter between 25 mm to 50 mm or an equivalent shape, to provide a good grip for the hand. The length of the handrail shall be clear of obstacles within a distance of 75 mm, with the exception of the supports. For distances shorter than 500 mm, the distance may be reduced to 50 mm.	Step ladders shall have two handrails. The handrail shall commence from a maximum distance of 1 000 mm measured vertically from the bottom of the ladder

ACCESS PART	STANDARD EN 14122-4 STAIR 75-90° (TWO STILES)	SPANISH LEGISLATION RD 486/1997 SERVICE STAIRS
RISE (H)	$225 \text{ mm} \leq h \leq 300 \text{ mm}$.	$\leq 300 \text{ mm}$ $\geq 400 \text{ mm}$
WIDTH (W)	$400 \text{ mm} \leq \text{width} \leq 600 \text{ mm}$. However, a clear width between 300 mm and 400 mm is permissible, in cases where the immediate environment makes it impossible to use 400 mm. The width of the access opening shall be $\geq 500 \text{ mm}$ and $\leq 700 \text{ mm}$	
SHAPE OF RUNGS	$\geq 20 \text{ mm}$ Circular rungs are not permitted. The total perimeter of closed rungs, e.g. square, rectangular, polygonal, or inclined, shall be $\leq 140 \text{ mm}$.	Not specified.
SPACING BETWEEN THE LADDER AND ANY PERMANENT OBSTRUCTION	a) measured from the front of the rungs: 1) in front of the ladder: — at least 650 mm or, where obstacles such as pipes or trays cross, 600 mm; 2) behind the ladder: — at least 200 mm or, where obstacles such as pipes or trays cross, 150 mm. b) measured from behind of the rungs: 1) behind the ladder: — at least 75 mm, except the upper rung, which shall be between 60 mm and 75 mm. 	a) measured from the front of the rungs: 1) in front of the ladder: — at least 750 mm b) measured from behind of the rungs: 1) behind the ladder: — at least 160 mm 
FALL PROTECTION DEVICE	In case of an overall falling height $\geq 3\,000 \text{ mm}$, the ladder shall be fitted with a fall protection device (safety cage or guided type fall arrester on rigid anchorage line). When a safety cage is arranged with horizontal hoops associated with uprights the distance between two hoops shall $\leq 1\,500 \text{ mm}$ and the distance between two uprights on the cage shall $\leq 300 \text{ mm}$. The hoops shall be placed at right angles to the uprights on the cage. The uprights shall be	In case of an overall falling height $\geq 4\,000 \text{ mm}$, the ladder shall be fitted with a safety cage.

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ACCESS PART	STANDARD EN 14122-4	SPANISH LEGISLATION RD 486/1997
	mm. In between, an additional rest platform with distances $\leq 12\,000$ mm shall be fitted. In case of insufficient space, moveable rest landings according to 5.6.4 may be fitted. Ladders with staggered flights shall be equipped with intermediate platforms at intervals $\leq 24\,000$ mm. In between, additional rest platforms at intervals $\leq 12\,000$ mm shall be provided. In case of insufficient space, moveable rest landings according to 5.6.4 may be fitted. Ladders equipped with a fall arrester and a total height, H, $< 24\,000$ mm Rest platforms at intervals $\leq 12\,000$ mm shall be provided. When sufficient space cannot be made available, moveable rest landings according to 5.6.4 may be provided.	
SELF-CLOSING GATE	To prevent falling through the access opening at arrival area from an access platform the opening shall be provided with a self-closing gate. It shall meet the requirements of ISO 14122-3:2018	Not specified
ARRIVAL AREA	If the distance between ladder and guard-rail is > 120 mm, then the guard-rail shall be fitted connecting with the ladder in the range of the handrails and kneerails. It shall be according to EN 14122-3, ap.7.1	When the passage from the final section of a fixed ladder to the arrival area presents a risk of falling, the guard-rail or side of the ladder shall extend at least 1 meter above the last rung or take alternative measures that provide equivalent security.
REST PLATFORM	Rest platforms shall meet the requirements of ISO 14122-2 except that — the length shall be ≥ 700 mm, — the width shall be ≥ 500 mm. When required, guard-rails as protective devices against the risk of falling from a height at departure and arrival areas as well as at intermediate platforms shall meet the relevant requirements for guardrails according to ISO 14122-3 	Not specified



According to SAINT GOBAIN PLACO, a risk assessment will determine whether or not it is necessary to include anti-climb locking elements.

ACCESS THROUGH MANHOLE

The dimensions of the manhole shall be designed according to manufacture standard of the tank.

If there is not any standard, the ergonomic dimensions indicated in the EN 547 shall be taken into account.

P.4.1 Opening for access	
	$A = a_1 (p95) + x$
	A= diameter of the opening
	a_1 - width between elbows = 545 mm
	x= supplement - Clearance for access: 50 mm - Work clothes: 20 mm - Personal protection equipment: 100 mm
	Note: Each supplement will be added depending on the case.



11. VIBRATIONS

EC MARKING AND RISK PREVENTION (RD1215/1997)

Work platforms shall have adequate slip resistance and stability, protection against persons falling off as well as protection against mechanical and chemical effects including hazards from corrosion in the wet section. Platforms shall be designed both for a surface load of 5000 N/m² minimum and against vibration effects.

According to guide of appliance Directive 2006/42/EC, p.1.5.9 about vibrations it is important to distinguish the exposure of persons to vibrations from the emission of vibrations by machinery. It should be noted that the exposure of workers to vibrations is subject to the national provisions implementing Directive 2002/44/EC.

Directive 2002/44/EC, Article 3, "Exposure limit values and action values"

1. For hand-arm vibration:

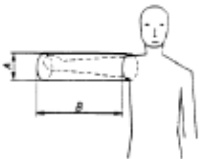
- (a) the daily exposure limit value standardised to an eight-hour reference period shall be 5 m/s²;
- (b) the daily exposure action value standardised to an eighthour reference period shall be 2,5 m/s².

2. For whole-body vibration:

- (a) the daily exposure limit value standardised to an eight-hour reference period shall be 1,15 m/s² or, at the choice of the Member State concerned, a vibration dose value of 21 m/s^{1,75};
- (b) the daily exposure action value standardised to an eight hour reference period shall be 0,5 m/s² or, at the choice of the Member State concerned, a vibration dose value of 9,1 m/s^{1,75}.

12. ERGONOMIC.

- ✓ Access to valves on the top of the tanks, the minimum height (according to EN 547-2 and EN 547 -3), is between 340 mm. to 495 mm (value t₃).

4.5	Abertura de acceso lateral para un brazo hasta el hombro		$A = d_1 (P95) + x$ $B = t_3 (P95)$ A Díámetro de la abertura B Profundidad de la abertura d ₁ Díámetro del brazo t ₃ Alcance lateral del brazo x Suplemento
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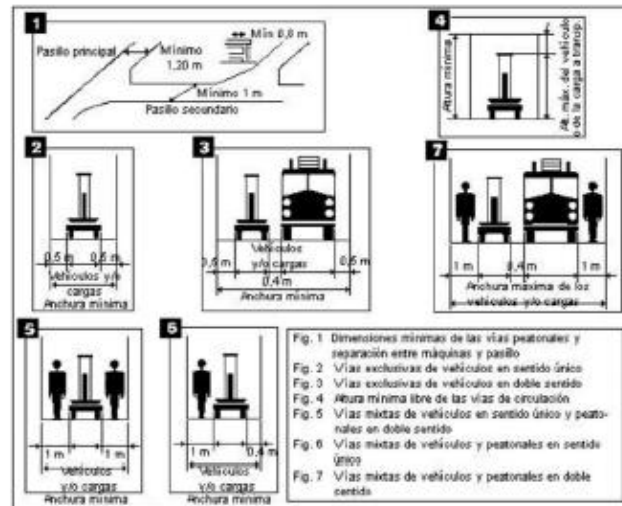
- ✓ Access to valves: The height of the valves to manipulate in manual mode shall be installed according to ISO 14738:2010, height between 1000 mm – 1500 mm.



13. WIDTH OF ROADWAYS

According to PTN 434:

- ✓ Dimensions roadways will be:



- ✓ Grates:

The grates used to cover canals, pits, drains, etc. and by which vehicles and people circulate should be able bear the maximum possible load to which they are to be subjected and have a maximum opening of the interstices of 8 mm.

14. LIFELINE:

According to Annex II of Royal Decree 1215/97 (4.2.3 item); SGS recommended that the stairs over 3.5 meters will have life lines for harnesses.



SAFETY SIGNS

EC MARKING AND RISK PREVENTION (RD1215/1997)

According to EN 61310-1:2008 regarding "Safety of machinery - Indication, marking and actuation - Part 1: Requirements for visual, acoustic and tactile signals".

VIEWING DISTANCE (m)	PROHIBITION SIGNS AND MANDATORY ACTION SIGNS	WARNING SIGNS	INFORMATION SIGNS	
				 
0.5	25	25	50x50	50x100 ○ 100x50
1		50		
2	50	100	100x100	100x200 ○ 200x100
3	100	200		
4		200x200	200	200x200
5	200			
6		400	600	450x450
7	400			
8		600	-	-
10	600			
12		600	-	-
14	600			
16		600	-	-
18	600			
20		600	-	-
25	600			

PROHIBITION SIGNS: Circular, black over white bottom, border and diagonal in red.



ACCESO SÓLO
A PERSONAL
AUTORIZADO



NO PONER EL EQUIPO
EN MARCHA. HAY
PERSONAL TRABAJANDO
EN TAREAS DE
MANTENIMIENTO



ASEGURAR
MÁQUINA PARADA
ANTES DE ABRIR
RESGUARDO

WARNING SIGNS: Triangular, black over white bottom, border in black.



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PELIGRO
RIESGO
ELÉCTRICO



ATENCIÓN
PASO DE
CARRETILLAS



ATENCIÓN
RIESGO DE
GOLPEO



ATMÓSFERA
EXPLOSIVA



ATENCIÓN A LAS
MANOS
SUPERFICIE
CORTANTE



ATENCIÓN A
LAS MANOS



ATENCIÓN
AL DESNIVEL



ATENCIÓN
CARGAS
SUSPENDIDAS



RIESGO
SUPERFICIE
CALIENTE



ATENCIÓN
RIESGO DE
ATRAPAMIENTO



ATENCIÓN
LASER

MANDATORY SIGNS: Circular, white over blue bottom.



USO OBLIGATORIO
DE CASCOS
PROTECTORES



OBLIGATORIO
PROTECCIONES
EN LOS EQUIPOS



USO DE
CASCO
PROTECCIÓN



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USO
PANTALLAS
PROTECTORAS



OBLIGATORIO
PUESTA A TIERRA
DEL EQUIPO

EVACUATION SIGNS: Rectangular or square, color over green bottom.



Global Harmonized System (GHS – CLP – EU LABELLING: PICTOGRAMS. Annex V of CLP no. 1272/2008):

PICTOGRAM	SYMBOL	PICTOGRAM	SYMBOL	PICTOGRAM	SYMBOL
	GHS01 Explosive bomb		GHS04 Gas cylinder		GHS07 Exclamation mark
	GHS02 Flame		GHS05 Corrosion		GHS08 Health hazard
	GHS03 Flame over circle		GHS06 Skull and crossbones		GHS09 Environment



Also, the pipes will indicate direction and risk.

APPENDIX 3a

PRICE, INSTALMENTS & CONDITIONS OF PAYMENT

Price details:

The Price is built up as follows:

	Item	Price in Euros
P _a	HALSER : Engineering study	196 540,00
P _a	HASLER Belt Filter	196 540,00
P _b	Erection for 3 weeks + Hot & cold commissioning 2 weeks	50 782,00
P _c	Packing + DAP delivery to Gelsa, Spain	2 800,00
	Total Price	446,662.00 €

Payment terms and conditions

Following the submission of a correct invoice, which is to be issued by the Contractor only upon achievement of the associated payment milestone, payment of the invoice is made by the Purchaser within the number of days indicated in the table below.

Instalment	% of the Price	Term	Condition	Bank guarantee
A	25%	In 45 calendar days after receipt of the correct invoice and advanced payment bank guarantees.	After signature of the Agreement and receipt of advance payment bank guarantee of 25% of the Price, according to Appendix 3b and the advanced payment bank guarantee valid until 10 days after the Delivery of the Equipment at Purchasers Site.	See Appendix 3b for the format in which the bank guarantee has to be submitted.
B	15%	In 45 calendar days after the receipt of the correct invoice and delivery of relevant Equipment	Upon receipt of the engineering documents ready for validation and receipt of an advanced payment bank guarantee of 15% of the Price, according to Appendix 3b and the advanced payment bank guarantee valid until 10 days after the Delivery of the Equipment at Purchasers Site.	See Appendix 3b for the format in which the bank guarantee has to be submitted.
C	20%	In 45 calendar days after the receipt of the correct invoice and delivery of relevant Equipment	after successful Factory Acceptance Test at the Contractor's site .	
D	40%	In 45 calendar days after receipt of the correct invoice.	After successful Delivery of the Equipment, to Purchaser's Site and receipt of Contractor's performance	See Appendix 3b for the format in which the performance bank

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

			bank guarantees of 10% of the Price, valid till end of the Warranty period	guarantee has to be submitted
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Addresses for invoices & financial guarantees:

Invoices shall be issued according to the specimen set forth in appendix 7.
Contractor will send the **original** invoices to:

Digital invoice in PDF without protection, by email to the address dig.mdrbox@ironmountain.com
writing in the Subject line: "Facturas Placo – (fecha de envío del e-mail dd/mm/aa)"
Placo Invoices - (date the e-mail was sent dd / mm / yy)

In addition, a digital copy to be sent by e-mail to:

joseangel.lopez@saint-gobain.com
jose.paredes@saint-gobain.com
rosa.ramos@saint-gobain.com

Contractor will send the original **financial guarantees** to the address that will be indicated in the Purchase Order.

APPENDIX 3b

FINANCIAL GARANTEES

Bank guarantees have to be issued to the attention of the Purchaser and valid at first demand. Bank guarantees or bonds have to be submitted to Purchaser for acceptance.

FORM OF ADVANCE PAYMENT BANK GUARANTEE

[On the letterhead of the Bank]

To:
[insert]

Date: [insert]

Dear [insert]

[•] Project

You entered into an agreement dated [insert] with [insert] ("Contractor") entitled [•] Agreement ("Equipment") and the performance of all activities related to the supply of the Equipment ("Contractor's Activities") by the Contractor on the [•] Project ("Contract").

The Contract contains an obligation on the part of the Contractor to provide an advance payment bank guarantee in the amount of [insert]% of the Contract Price of [insert], as a condition to the payment of an advance payment of the same sum to the Contractor.

We, [insert Bank], irrevocably and unconditionally undertake with you that, forthwith and whenever you give written notice to us demanding payment and stating that the Contractor is in breach of its obligation(s) under the Contract conditions, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in that notice require not exceeding the sum of [insert] ("Bank Guarantee").

This Bank Guarantee is valid upon receipt by the Contractor of the advance payment of the same value than the amount of this Bank Guarantee on the bank account [insert], and shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the [insert date] whichever is earlier.

We may at any time without being required to do so pay you the sum of [insert] less any amount or amounts which we have previously paid under this Bank Guarantee.

Any payment by us in accordance with this Bank Guarantee will be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Our obligations under this Bank Guarantee constitute direct primary, irrevocable and unconditional obligations. Our obligations will not require any previous notice to or claim against the Contractor and

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

will not be discharged or otherwise prejudiced or adversely affected by any time, indulgence or forbearance which you may grant to the Contractor; any amendment, modification or extension which may be made to the Contract or the supply of the Equipment under that contract; any intermediate payment or other satisfaction made by us; any change in the constitution or organisation of the Contractor; or any other matter or thing which in the absence of this provision would or might have that effect.

This Bank Guarantee may be assigned by you to any person, firm or company provided that you notify us in writing of any assignment, upon which notice we undertake to make any payment claimed under this Bank Guarantee to the person, firm or company specified in the notice which is to constitute a full and valid discharge to us in relation to that payment.

This Bank Guarantee is governed by and construed in accordance with the laws of [●] and shall be subject to the Uniform Rules for Demand Guarantees, published under number 758 by the International Chamber of Commerce.

Signed for and on behalf of [insert bank] on the date stated above.

Name:

Title:

FORM OF PERFORMANCE BANK GUARANTEE

[On the letterhead of the Bank]

To:
[insert]

Date: [insert]

Dear [insert]

[•] Project

You entered into an agreement dated [insert] with [insert] ("Contractor") entitled [•] Agreement ("Equipment") and the performance of all activities related to the supply of the Equipment ("Contractor's Activities") by the Contractor on the [•] Project ("Contract").

The Contract contains an obligation on the part of the Contractor to provide a performance bank guarantee in the amount of [insert]% of the Contract Price of [insert].

We, [insert Bank], irrevocably and unconditionally undertake with you that, forthwith and whenever you give written notice to us demanding payment, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in that notice require not exceeding the sum of [insert] ("Bank Guarantee").

This Bank Guarantee is valid from the date of this letter in its full amount of [insert], and continues to be fully valid with respect to any written notice to us referred to above until the date of expiry of the Warranty Period (as such term is defined under the Contract) or until this Bank Guarantee is returned to us or until payment to you by us of the whole sum of [insert].

We may at any time without being required to do so pay you the sum of [insert] less any amount or amounts which we have previously paid under this Bank Guarantee.

Any payment by us in accordance with this Bank Guarantee will be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Our obligations under this Bank Guarantee constitute direct primary, irrevocable and unconditional obligations. Our obligations will not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any time, indulgence or forbearance which you may grant to the Contractor; any amendment, modification or extension which may be made to the Contract or the supply of the Equipment under that contract; any intermediate payment or other satisfaction made by us; any change in the constitution or organisation of the Contractor; or any other matter or thing which in the absence of this provision would or might have that effect.

This Bank Guarantee may be assigned by you to any person, firm or company provided that you notify us in writing of any assignment, upon which notice we undertake to make any payment claimed under this Bank Guarantee to the person, firm or company specified in the notice which is to constitute a full and valid discharge to us in relation to that payment.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

This Bank Guarantee is governed by and construed in accordance with the laws of [●] and shall be subject to the Uniform Rules for Demand Guarantees, published under number 758 by the International Chamber of Commerce.

Signed for and on behalf of [insert bank] on the date stated above.

Name:

Title:

APPENDIX 4

TIME SCHEDULE

Nr	Operations milestones for Contractor	Milestone Date (dd-mm-yyyy)
1	Contract Effective Date	27-12-2024
2	Delivery of Drawings for Purchaser Approval - filter sub-assembly and accessories General Assembly (including dimensional drawings) - Simplified 3D models filter sub-assembly and accessories. - Process Instrumentation Diagram (PID) of the global process (filter + accessories).	07-03-2025
3	Delivery of Technical Documentation (Data Sheets etc.) for externally sourced equipment and components- for Purchaser approval (Appendix 6 item 2) - filter sub-assembly and accessories General Assembly (including dimensional drawings) - Simplified 3D models filter sub-assembly and accessories. - Process Instrumentation Diagram (PID) of the global process (filter + accessories).	07-03-2025
4	Layout & Dimensional information including 3D models.	07-03-2025
5	Delivery of Initial Project Programme	07-03-2025
6	Preliminary Loading, Power Consumption & Utility Requirement Information	07-03-2025
7	Delivery of Manufacturing documentation for review (Appendix 6 item 4) - filter sub-assembly and accessories General Assembly (including dimensional drawings) - Simplified 3D models filter sub-assembly and accessories. - Process Instrumentation Diagram (PID) of the global process (filter + accessories).	07-03-2025

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

8	Approval of Project Programme and Manufacturing Documentation by Purchaser	07-03-2025
9	Certified Loading, Power Consumption & Utility Requirement Information	07-03-2025
5	Factory Acceptance Test (F.A.T.) of the Equipment at Contractor's site	07-11-25
6	Signature of <u>Factory Acceptance Certificate</u>	07-11-25
7	Delivery of shipping documentation prior to shipping (Appendix 6 item 11)	07-11-25
8	Equipment ready for transport from Contractor's workshop	14-11-25
9	Delivery of As-Build Documentation (Appendix 6 item 8 and 9)	14-11-25
10	Shipping of the Equipment, Road Transport	14-11-25
11	Delivery date of shipping documentation after shipping (Appendix 6 item 11)	14-11-25
12	Delivery Date of the Equipment to Site	21-11-25
13	Take-Over	22-12-2025
14	Performance Test period	Period of 180 days from Take-Over
15	Date of Acceptance	22/05/2026 (180 days after Take-Over)
16	Signature of <u>Acceptance Certificate</u>	29/06/2026

Dates for fulfilment of operations under the Agreement and any giving of necessary documents are set as follows:

(1): The Drawings for manufacturing must be sent by the Contractor to the Purchaser for approval before beginning to manufacture the equipment. If not, the Purchaser can refuse the equipment.

(2): The Contractor shall send all necessary Documents detailing the externally sourced Equipment (Data sheets etc.) to the Purchaser for approval before ordering any Equipment. The Contractor is not authorised to buy Equipment prior to Purchaser Approval.

APPENDIX 5

PERFORMANCE GUARANTEES & CALCULATION OF LIQUIDATED DAMAGES

1. Performance Tests

Performance Tests shall be carried out, starting at the end of Operational Commissioning, after Take-Over of the Equipment until the end of Acceptance of the Equipment by the Purchaser.

These Performance Tests shall prove to the Purchaser that the Equipment meets the agreed Specifications in **Appendix 1**.

As part of these performance tests, different performances are measured.

They can be split in two categories:

1.1. Performance Obligations:

Performance Obligation is related to all requirements specified in the Specification (**Appendix 1**) that are not specifically listed as Performance Guarantees in **Section 3, Appendix 5** of this Agreement. These are requirements which the Contractor is obligated to meet in order to allow for Acceptance of the Equipment.

In case the Contractor fails to meet the Performance Obligations, the Contractor will have to make good the defect at its cost and in the shortest possible notice.

There are no Performance Liquidated Damages applicable for failure to meet the Performance Obligations.

1.2. Performance Guarantees:

Performance Guarantees are the specified performance requirements for which Performance Liquidated Damages apply in case Contractor fails to meet them.

The Performance Guarantees, and the related Performance Liquidated Damages in case of failure to meet them, are listed below in **Section 3, Appendix 5 of this Agreement**.

2. Equipment Acceptance & Minimum Acceptable Performance

2.1. Equipment Acceptance

In case the Performance Tests are successfully passed, the Acceptance of the Equipment will take place and the Acceptance Certificate is signed, according to the provisions in the Agreement.

In case the Performance Tests are not successfully passed, the Contractor will make good the defect, on the shortest possible notice, and at its cost due to reasons attributable to Contractor.

2.2. Minimum Acceptable Performance

For each Performance Guarantee, a performance level is defined, below which the Equipment cannot be Accepted, (the “**Minimum Acceptable Performance**”).

In case the measured performance is below this Minimum Acceptable Performance, the Equipment cannot be accepted, in which case the Contractor will make good the defect on the shortest possible notice, and at its cost.

3. Performance Guarantees

The following typical tests are to be included in the Performance Tests in the relevant process areas of the Equipment described further below in this document:

- Demonstration of Equipment Reliability
- Demonstration of Equipment Performance

3.1. Output and Efficiency

Testing methods to prove performance of the Equipment:

Performance Tests shall be performed to substantiate the performance of the Equipment.

The Performance Tests shall be over a two-week period of constant production, 24 hours a day 7 days a week, where measurement data or samples are taken manually these shall be at a frequency to be determined by the Purchaser after installation of the Equipment on site.

Tests shall be carried after Take-Over and before Acceptance of the Equipment by the Purchaser.

Guaranteed Equipment Operation Performance

Performance	How measured?
Slurry Throughput 10T/H	3.2. Reactor Load Cells
	3.3. System Flowmeters
Cake Moisture Content (<8%)	3.4. Offline sampling of product subject to confirmation after filtration tests in Gelsa in January 2025
Solid content in filtrates (<0.1%)	3.5. Lab analysis

3.1.1.1. Minimum Acceptable Performance for Equipment Operation

The Minimum Acceptable Equipment Operation Performance is +/- 10% for Slurry throughput and Solid content in filtrates. See Section 4.1.2 for detailed breakdown of this.

The Minimum Acceptable Performance for the Cake Moisture Content is 10%.

3.2. Equipment Reliability

The Equipment will be operated by the Purchaser's personnel during the testing.

3.2.1. Guaranteed Equipment Reliability

Planned Maintenance:

The Site will operate a planned maintenance regime. The Equipment shall be designed to allow planned maintenance periods of 416 hours/year (8 hours/week x 52 weeks per year).

Excluding planned shutdown periods, the Equipment "should be mechanically & electrically fit for the purpose" and shall be required to operate with the Reliability as defined below.

Performance	How measured?
The Purchaser requires that the Equipment in the Contactor's scope of supply shall have a Reliability of at least	The formula as defined below is used for the calculation. Reliability calculation: The Reliability calculation shall encompass the Equipment supplied under this Contract and shall be based on following formula: Reliability achieved (RE)= $T_A / (T_P - T_O - T_W) \times 100\%$ Where: T_A (in hours): Operational hours achieved T_P (in hours): Planned operating hours. (Where $T_P = 8072$ hours on full year basis) T_O (in hours): Outages outside the responsibility of the Contractor T_W (in hours): Waiting time (plant downtime not used to repair the Equipment) Planned maintenance, cleaning, security switch off, trouble shooting, test runs shall not be included in the Reliability calculation.
Guaranteed Equipment Reliability	≥ 99% after latest 180 days from Take-Over (See Appendix 4). The Guaranteed Equipment Reliability shall be achieved and measured during a continuous production period of 20 consecutive shifts, where each shift shall have a minimum duration of 8 hours.

If the Purchaser cannot achieve the guaranteed average Reliability within 180 days after Take-Over, the Contractor will be permitted the opportunity to demonstrate the Reliability by means of a test run extending over 5 shifts where each shift shall have a minimum duration of 8 hours (Referred to hereafter as the “**Additional Reliability Test**”).

If the Contractor successfully demonstrates, in the Additional Reliability Test, that the Reliability requirements as set out in the Agreement have been achieved, then the Purchaser shall reimburse to the Contractor the reasonable, documented direct labour, supervisory, and travel-related costs incurred in carrying out the Additional Reliability Test.

3.2.1.1. Minimum Acceptable Performance for Equipment Reliability:

The Minimum Acceptable Performance for Equipment Reliability is 98%.

4. Liquidated Damages

The total cumulative Liquidated Damages under **clause 4.1** (Liquidated Damages for failure to meet the Performance Guarantees) and **clause 4.2** (Liquidated Damages for Delay) shall not exceed **7% of the Total Price**.

4.1 Liquidated Damages for failure to meet the Performance Guarantees

In the event of a failure to meet any of the Performance Guarantees as set forth herein in **section 3** above, due to reasons attributable to the Contractor, the Contractor shall pay to the Purchaser, or at the Purchaser's choice the Purchaser may deduct from the Price, liquidated damages as set out below ("**Performance Liquidated Damages**").

Such Performance Liquidated Damages have been assessed on the basis of a genuine predetermined estimate of losses and the Contractor hereby acknowledges that such damages are reasonable and not a penalty. Such Performance Liquidated Damages shall be the Purchaser's sole remedy and the Contractor's exclusive liability for failure to meet the performance guarantees, except as provided for in the Agreement.

The total accumulated Liquidated Damages for failure to meet Performance Guarantees shall be limited to a maximum of **7% of the Price**.

The tests shall be carried out after as described above in section 3.

The consequences of failure to successfully pass a Performance Guarantee Test are set out in section 4.

4.1.1. Failure to Achieve Guaranteed Reliability.

If the Contractor fails to achieve the Guaranteed Reliability in accordance with the performance testing requirement and protocols stated above, the following Performance Liquidated Damages are applicable:

RE = Reliability of Equipment (%)	Applicable Liquidated Damages in % of the total Price
RE ≥ 99%	0%
98% ≤ RE < 99%	$7 \times (99\% - RE) \times 100$
RE < 98%	Minimum Acceptable Performance criteria are not met.

The total Performance Liquidated Damages for failure to meet the Guaranteed Reliability is limited to a maximum of **7% of the Price**.

4.1.2. Failure to Achieve Guaranteed Slurry Throughput and Guaranteed Solid content in filtrates

If the Contractor fails to achieve the Guaranteed Slurry Throughput and Solid content in filtrates in accordance with the performance testing requirement and protocols stated above, the following Performance Liquidated Damages are applicable:

Liquidated Damages are no applicable within +/-10% set the Minimum Acceptable Guaranteed Slurry Throughput and Solid content in filtrates. Outside those +/-10%, the total Performance Liquidated Damages for failure to meet the Guaranteed Slurry Throughput and Solid content in filtrates is 7% of the Price.

The Guaranteed Slurry Throughput and Cake Moisture Content is limited to a maximum of **7% of the Price**.

If Contractor fails to meet Minimal Acceptable Performance, Contractor will have to take necessary action to achieve the requested performance at its own cost and in the shortest possible time.

4.1.3. Failure to Achieve Guaranteed Cake Moisture Content

If the Contractor fails to achieve the Guaranteed Cake Moisture Content in accordance with the performance testing requirement and protocols stated above, the following Performance Liquidated Damages are applicable:

X = Cake Moisture Content in %	Applicable Performance Liquidated Damages in % of the Price
$X < 10\%$	0.0%
$10\% \leq X < 11\%$	3.50 %
$11\% \leq X < 12\%$	7%
$X \geq 11\%$	Equipment Acceptance criteria not met

The total Performance Liquidated Damages for failure to meet the Cake Moisture Content is limited to a maximum of 7% of the Price.

If Contractor fails to meet a Cake Moisture Content of 10%, set as minimum Acceptable Performance, Contractor will have to take necessary action to achieve the requested performance at its own cost and in the shortest possible time.

4.2 Liquidated Damages for Delay

The total accumulated Liquidated Damages for Delay under clause **4.2.1.**(Liquidated Damages for Delay of Documents Delivery) and clause **4.2.2.** (Liquidated Damages for Delay of Delivery of Equipment at Purchaser's Site) shall be limited to a maximum of **of 7% of the Price**.

4.2.1. Liquidated Damages for Delay of Documents Delivery

The Documents as referred to in "**APPENDIX 6 DOCUMENTS**" shall be delivered on the date as set forth in the Time Schedule in "**APPENDIX 4 TIME SCHEDULE**".

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If and when these Documents are not delivered to **Purchaser** in accordance with this Time Schedule due to the **Contractor's** default, the **Contractor** shall pay to the **Purchaser** or at the **Purchaser's** choice the **Purchaser** may deduct from the Price, liquidated damages as follows:

Delay	Liquidated damage
Liquidated damages for delay, per week (=7 calendar days)	200 Euros

The total accumulated Liquidated Damages for failure to meet Documents Delivery dates shall be limited to a maximum of 1200 Euros.

4.2.2.Liquidated Damages for Delay of Delivery of the Equipment to Gelsa, Spain

The Equipment shall be delivered on the date as set forth in the Time Schedule in "**APPENDIX 4 TIME SCHEDULE**".

If and when the equipment listed below is not delivered in accordance with this Time Schedule due to the **Contractor's** default, the **Contractor** shall pay to the **Purchaser** or at the **Purchaser's** choice the **Purchaser** may deduct from the Price, liquidated damages as follows:

These Liquidated Damages will only apply for Delays by the Contractor to the "Terms of Delivery", as specified in the Agreement.

Delay (calendar days)	Applicable Liquidated Damages of the total Price
0 days < Delay < 15 days	0,25 % per working days
Delay ≥ 7 days	Crisis Meeting to be held to resolve the issue and determine the optimal plan of action

The total accumulated Liquidated Damages for failure to meet the date of Delivery shall be limited to a maximum of **7% of the Price**.

Contractor will only be held responsible for Delays inside Contractor's scope of responsibility.

APPENDIX 6

Documentation

The Supplier must send all documents and documentation requested by the Purchaser as specified below and following the Appendix 4 Time Schedule.

Item	Documents	Quantity	Latest Date	Language
1	<u>Plant Marking.</u> In addition to the equipment manufacturer's standard nameplate; a name plate shall be permanently attached to each all equipment/skids bearing the following information: Equipment Title / Equipment Item Number Skid Supplier's name and contact details. Plant reference number Saint-Gobain Project number (10190)	One per skid/tank. Physical tag	With Equipment Delivery	English (1 Copy), Spanish (1 Copy)
2	Project Programme (Item 4 on Appendix 4)	One per month of project	30 days from PO raised	English
3	All valves and in-line equipment shall be provided with suitable equipment number tags attached to the equipment Tag number to be agreed between parties after equipment design.	Physical tag	With Equipment Delivery	–
4	Preliminary Loading, Power Consumption and Utility Requirement Information.	Electronic copy	30 days from PO raised	English
5	Certified Loading Information.	Electronic Copy	60 days from PO raised	English
6	Final Power Consumption and Utility Requirement Information.	Electronic Copy	60 days from PO raised	English

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7	Layout and Dimensional information. To be provided as Inventor-compatible 3D models, in addition to 2D layout drawings.	Electronic copy	30 days from PO raised	English
6	Engineering Line Diagram (ELD), Equipment Lists and IO lists.	Electronic copy	30 days from PO raised	English
7	Manufacturing Drawings for Approval Bought-out parts / equipment data sheet and necessary documentation for Approval	Electronic copy	60 days from PO raised	English or Spanish
8	Spare Parts List- Including highlighted equipment as per Appendix 1 Specification.	Electronic copy	60 days from PO raised	English or Spanish
9	Installation, Commissioning & Operation Supporting documentation: • Lubrication schedules where applicable • Equipment commissioning check sheets • Finalised motor, gearbox and instrument lists • Operation, Installation and Maintenance manuals for each machine • Equipment certification, whichever is relevant to the country of installation	Electronic copy 1 paper copy	At Factory Acceptance Test	English or Spanish
10	'As-Built' documents and drawings: • Finalised 'As Built' drawings and 3D Models • Finalised Equipment Summary List (with confirmed item references, sizes and materials of construction, as chosen by the Supplier and approved by the Purchaser) • List of Equipment, Fixings and Consumables being delivered to site • Description of any special/specific installation or assembly methods required in the erection / installation • Tests, material and welder's certificates	Electronic copy 1 paper copy		English or Spanish

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	Vessel and pipe work materials certification (tightness test, pressure test... - see Appendix 1)		With Equipment Delivery	
11	Final Tests and Inspection Reports for all Equipment	Electronic copy 2 paper copies	10 days before takeover	English or Spanish
12	CE Marking Documentation (including Declaration of Incorporation)	Electronic Copy and Paper Copy	10 days before takeover	English and Spanish
13	Shipping Documents as required for Importation	Electronic Copy	7 days before shipping	English or Spanish
14	Delivery Documentation Accompanying the Transportation of the Equipment	Electronic Copy	7 days before shipping	English or Spanish

NOTES:

- All 2D drawings should be fully compatible and editable by the Purchaser and/or AutoCAD (version to be confirmed before Order)
- All documentation should be supplied in English (mandatory). All documents should be fully compatible and editable by the Purchaser.

APPENDIX 7

PRO-FORMA DOCUMENTS

A. FORM OF INVOICE

[•Contractor's logo] Sales Invoice			
Contractor: [•Name, address, Country]		Invoice No. [•Number] Date of Invoice [•Date] [•PO number giver by the Purchaser]	
Purchaser: [•Purchasing entity Name, address, Country]		Delivery address: [•Name, address, Country]	
Country of Origin: [•Address/ Country]		Country of Final Destination: [•Address/ Country]	
Payment terms: Milestone: Terms of Delivery: Sent through:		[•] days [•end-of-month/net], against original hereby [•Detail of the Milestone] [•Incoterm +destination] [•Transport company] [• Net and gross weight, n° of containers] [• Tariff code]	
No.	Items description	Quantity	Amount in [•EUR]
Total Amount in [•EUR]			[• Invoice value in EUR]

B. FORM OF FACTORY ACCEPTANCE CERTIFICATE

Issue date:	[• dd/m/yyyy]
Site:	
Agreement nr:	
Equipment:	
Date of Factory Acceptance Test:	[• dd/m/yyyy]
Location of Factory Acceptance Test:	

Purchaser:	[•Name, address, Country]	Contractor:	[•Name, address, Country]
Delivery address:		Address:	

With this document both Parties declare that a Factory Acceptance Test was performed and:

- ☐ this Factory Acceptance Test was successfully passed. Upon signature of this document, by both Parties, the Parties certify the Factory Acceptance of the Equipment. The Equipment can be prepared for shipment according to the provisions of the Agreement. This Factory Acceptance Certificate does not relieve the Contractor of its obligation for remedying defects and omissions and completing the Contractor's Works in accordance with this Contract.

or

- ☐ this Factory Acceptance Test was NOT successfully passed. Some non-conformities were identified that need improvement. Nevertheless, due to the nature of the non-conformities, both Parties certify the Factory Acceptance of the Equipment, under the condition precedent that all the following improvements will be made by Contractor before the due dates indicated in the table below:

Comments	Improvement	Due date (dd/m/yyyy)
		[• dd/m/yyyy]
		[• dd/m/yyyy]
		[• dd/m/yyyy]
		[• dd/m/yyyy]

Equipment will not be shipped before all the above conditions have been met.

or

this Factory Acceptance Test was NOT successfully passed. A new test is required and planned for:

Date for new test	[• dd/m/yyyy]
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The following improvements will be made by the Contractor before the new Factory Acceptance Test:

Comments	Improvement	Due date (dd/m/yyyy)
		[• dd/m/yyyy]
		[• dd/m/yyyy]
		[• dd/m/yyyy]
		[• dd/m/yyyy]

On behalf of:	Signed by:	Date:
Purchaser		[• dd/m/yyyy]
	Name: Title:	
Contractor		[• dd/m/yyyy]
	Name: Title:	

C. FORM OF CERTIFICATE OF INSTALLATION

Issue date:	[● dd/m/yyyy]
Site:	
Agreement No.	
Equipment:	

Purchaser:	[●Name, address, Country]	Contractor:	[●Name, address, Country]
Delivery Address:		Address:	

With this document we confirm that the Equipment is deemed installed, that is, completely erected and ready for start of commissioning according to the Specifications in appendix 1.

On behalf of:	Signed by:	Date:
Purchaser		[● dd/m/yyyy]
	Name: Title:	
Contractor		[● dd/m/yyyy]
	Name: Title:	

D. SPECIMEN OF INSTALLATION CERTIFICATE

[•Purchasing entity Name, address, Country]

Dear Sirs,

[•Project Site and Equipment]

INSTALLATION CERTIFICATE

I hereby certify that the Equipment was fully and satisfactorily Installed at [•Hour and on Date] in accordance with this Agreement.

Please acknowledge receipt and acceptance of this Installation Certificate and confirm that you are proceeding to support Purchaser during the Equipment and Process Commissioning and finalising the Works in order that we can perform the Performance Tests in accordance with the Agreement requirements and Time Schedule.

Yours faithfully

Countersigned by:

.....

.....

Engineer

On behalf of the Contractor

CC: The Purchaser

E. SPECIMEN EQUIPMENT COMMISSIONING CERTIFICATE

[●Purchasing entity Name, address, Country]

Dear Sirs,

[●Project Site and Equipment]

EQUIPMENT COMMISSIONING CERTIFICATE

I hereby certify that the “Equipment Commissioning” of the [● name of Equipment] was satisfactorily completed at [●Hour and on Date] in accordance with this Agreement.

Please acknowledge receipt and acceptance of this Equipment Commissioning Certificate for the [● name of Equipment] and confirm that you are proceeding to support Purchaser during the Process Commissioning and finalising the Works in order that we can perform the Performance Tests in accordance with the Agreement requirements and Time Schedule.

Yours faithfully

Countersigned by:

.....

.....

Engineer
CC: The Purchaser

On behalf of the Contractor

F. SPECIMEN OF TAKE-OVER CERTIFICATE

Issue date:	[• dd/m/yyyy]
Site:	
Agreement nr:	
Equipment:	

Purchaser:	[•Name, address, Country]	Contractor:	[•Name, address, Country]
Delivery Address:		Address:	

I hereby certify that the Works were Taken Over at [•Hour and on Date] in accordance with this Agreement.

Please acknowledge receipt and acceptance of this Take-Over Certificate and confirm that you are proceeding to support Purchaser during the Operational Commissioning and finalising the Works in order that we can perform the Performance Tests in accordance with the Agreement requirements and Time Schedule.

On behalf of:	Signed by:	Date:
Purchaser	_____	[• dd/m/yyyy]
	Name: Title:	
Contractor	_____	[• dd/m/yyyy]
	Name: Title:	

G. SPECIMEN OF ACCEPTANCE CERTIFICATE

Issue date:	
Site:	
Agreement No.	
Equipment:	

Purchaser:	[•Name, address, Country]	Contractor:	[•Name, address, Country]
Delivery Address:		Address:	

Further to the Take-Over Certificate dated [•Date] and the operation of the Equipment for a period of [•months] from [• Take-Over], we hereby certify that:

☐ the Equipment operates in accordance with the Agreement and its performances meet those as specified in the Agreement.

or

☐ the Equipment does not operate in accordance with the Agreement and/or its performances do not meet those as specified in the Agreement, but in accordance with the Agreement we certify the Final Acceptance of the Equipment has occurred only on the settlement of the sum detailed in the attached document [• Settlement], such sum being agreed between the Parties (or determined in accordance with the Agreement) as a reasonable reduction in the Price as a result of such failure of the Equipment to operate in accordance with the Agreement.

This Acceptance Certificate will be evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the Contract except for:

- (a) Wilful Misconduct relating to the Contractor's Works or any part thereof;
- (b) any defects or omissions in the Contractor's Works or any part thereof which was not apparent at the end of the Warranty Period(s), or which would not have been disclosed upon reasonable inspection at the time of the issue of this Acceptance Certificate; and
- (c) unresolved issues the subject of any notice of dispute.

Contractor confirms that it will continue to perform its further obligations in accordance with the Agreement.

On behalf of:	Signed by:	Date:
Purchaser	Name: Title:	[• dd/m/yyyy]
Contractor	Name: Title:	[• dd/m/yyyy]

H. FORM OF CERTIFICATE OF NON-USE OF ASBESTOS, ASBESTOS-CONTAINED MATERIALS AND OTHER HAZARDOUS MATERIALS

Site:	
Agreement nr:	
Equipment:	

[Insert name of the Contractor] (the “**Contractor**”) hereby certifies that the Equipment or any part thereof manufactured by or on behalf of the Contractor and supplied to [insert name of the Purchaser] (the “**Purchaser**”) under the agreement for [●] does not contain:

- ☐ Asbestos or asbestos containing materials;
- ☐ Lead based paint;

High temperature fibres that are classified as carcinogenic.

The Contractor acknowledges and agrees not to use the following without the prior written approval of the Purchaser:

- I. Materials or substances classified as Carcinogenic, Mutagenic or toxic to Reproduction (CMR) according to EU(http://www.unece.org/trans/danger/publi/ghs/presentation_e.html), ACGIH (<http://www.acgih.org/store/ProductDetail.cfm?id=2377>) or IARC (including Refractory Ceramic fibres and Polycrystalline fibres) (<http://monographs.iarc.fr/ENG/Monographs/PDFs/index.php>)
- J. Substances of Very High Concern (SVHC) included on the European REACH Candidate List (<http://echa.europa.eu/candidate-list-table>)

If the Purchaser has provided the Contractor with written approval upon use of CMR materials or substances or SVHC in the Equipment, then the Contractor hereby further acknowledges that the list below is exhaustive of CMR and SVHC Materials (including fibrous material) used in the Equipment or any part thereof:

#	Description name	Manufacturer	CAS number	MSDS
1				
2				

On behalf of:	Signed by:	Date:
Contractor	Name: Title:	[● dd/m/yyyy]

APPENDIX 8

CONTRACTOR'S QUOTATION



Filtration system

Commercial offer N° 725116-6_COMM

Project :Replacement of Gelsa Filter - 1x HVBF 6B10

St Gobain

20.12.2024

HASLER GROUP

We care about your performance

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Contacts
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<i>HASLER France Contact List</i>
General Terms & Conditions of Sale

This commercial offer is linked to our technical offer ref n° 725116-6_TECH



Cover Letter

Our Reference: 725116-6

Dear Customer,

In annexe you can find our updated commercial offer valid for an eventual order, please note that as requested by Saint-Gobain we have evaluated the engineering costs.

Some equipments actually on site can be reused, at condition that the received data's will be confirmed later by you or by our suppliers, eventually by the vacuum pump supplier audit.

We can also confirm that if the eventual order will be received before Christmas, we will be able to delivery EXW before end of November 2025.

In any case dont hesitate to contact us.

Ahou N'gotta
Tender engineer

Cosimo Piscopiello
Area Sales Manager



Price List - Offer N° 725116_01rev5

Filter		Size (m²)	Width (m)	Qty	GRAND TOTAL EQUIPMENT, € (excluding VAT)	
1	Filter	6	1			
		MOC				
	Frame	316L				
	Vacuum box	316L				
	Slurry Feeder	316L				
	Cake Washing Feeder	316L				
	Collection trough	316L				
	Cake discharge hopper	316L				
	Cloth & belt support rollers	316L		1		
	Belt	EPDM				
	Curbs	Natural rubber				
	Filter Cloth					
	Gear box type planetary					
	Safety guards according CE rules					
	Local control panel					
	Power (kW)					
Electric motor	1,5 kW					
Accessories		MOC	Ø (mm)	Flowrate (m3/h)	Power (kW)	Qty
2	Manifold	316L	200			1
3	Filtrate Receiver 1	316L	800			1
4	Filtrate Pump 1	316L		4,5	3	1
5	Local Control Panel (Maintenance)					1
6	Instrumentation & Valves					1
7	Fume Hood	FRP with transparent PVC curtain				1
8	Drip Pan	304 L				1
9	Cloth Ultrasonic welding machine					1
10	Decrystallization solution					1
11	High Pressure pump & Ramp for cloth washing					1
GRAND TOTAL EQUIPMENT excluding Options & Engineering, (excluding VAT)					196 540 €	
Engineering (*) (excluding VAT)					196 540 €	
Packing and Delivery costs					Total Sale Price (€ ex VAT)	
Packing & Transport		DAP Gelsa (Spain)			2 800,00 €	



Price List - Offer N° 725116_01rev5

Options	MOC	ø (mm)	Flowrate (m3/h)	Qty	Power (kW)	Unit Sale Price (€ ex VAT)	Total Sale Price (€ ex VAT)
E Vacuum Pump including complete recirculation system (Separator vessel, pump, heat exchanger) (1)	Cast Iron/316 L		1800	1	55	69 100,80 €	69 100,80 €
F Cooling Unit (1)			4	1	16	33 120,00 €	33 120,00 €
Note (1) : To confirm if necessary Note (2) : Saint Gobain want to reuse theirs own equipments under conditions as discussed - Specifications/Conditions are specified in technical offer.							
GRAND TOTAL OPTIONS, € (excluding VAT)							102 220,80 €



Price List - Offer N° 725116_01rev5

Spare Parts & Services						Qty	Unit Sale Price (€ ex VAT)	Total Sale Price (€ ex VAT)
A	Erection for 3 weeks					1	29 026,00 €	29 026,00 €
B	Cold Commissioning for 1 week					1	10 878,00 €	10 878,00 €
C	Hot Commissioning for 1 week					1	10 878,00 €	10 878,00 €
D								
J	<i>- Prices for erection supervision and commissioning include travel and accommodation costs. After intervention, an invoice will be issued for the additional days according to the attached price, as well as accommodation and travel costs with supporting documents.</i> <i>- The warranty period is only valid if erection supervision and commissioning is provided by Hasler.</i>							
GRAND TOTAL SERVICES/SPARE PARTS, € (excluding VAT)								50 782,00 €



Validity

1 month

Contacts

Customer Contact List

St Gobain

Address : Fill here

City : Fill here

Country : Fill here

Telephone : Fill here

Internet : Fill here

	Name	Position	Contact Details
Purchase Dept			
Technical Dept			

HASLER France Contact List

Hasler France

Address: 496 Rue Louis Breguet

City: 38780 Pont-Évêque

Country: France

Telephone: +33 4 74 16 11 50

Website: www.hasler-gp.com

	Name	Position	Contact Details
Commercial Dept	Cosimo Piscopiello	Area Sales Manager	c.piscopiello@hasler.group
Technical Dept	Ahou N'gotta	Tender engineer	ac.n'gotta@hasler.group

Are you focusing on optimizing your equipment and your production ?

Our experienced engineers are available on request for accurate and dedicated training, expertise or audit.

Contact us to get more informations: service@hasler.group



Validity

1 month

Contacts

Customer Contact List

St Gobain

Address : Fill here

City : Fill here

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Commercial Dept	Cosimo Piscopiello	Area Sales Manager	c.piscopiello@hasler.group
Technical Dept	Ahou N'gotta	Tender engineer	ac.n'gotta@hasler.group

Are you focusing on optimizing your equipment and your production ?

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**PRICE LIST 2024 - Worldwide
CUSTOMER SERVICES**

Type of Service		FILTRATION / PROCESSING : - Erection Supervision - Equipment Maintenance (4) - Mechanical Audit of Equipment (3)	DOSING / MIXING : - Commissioning - Erection Supervision - Equipment Maintenance (4)	FILTRATION / PROCESSING: - Laboratory Tests - Commissioning - Training - Process Audit (3)
Category of Staff		Technician or Audit Technician	Dosing Specialist	Process Engineer
Daily rate (for 8 working hours)	Monday to Friday maxi 40 h/week Hourly rate base	1 222 € (153 €/h)	1 352 € (169 €/h)	1 471 € (184 €/h)
	Saturday	1 830 €	2 030 €	2 206 €
	Sunday or Bank holiday	2 444 €	2 704 €	2 942 €
Additional price for overtime worked	During day between 40 & 43 h	+ 25 %	+25%	+ 25 %
	During day between 44 & 48 h	+ 50 %	+50%	+50%
	During night (from 22:00 & 6:00)	+50%	+50%	+50%
Detailed audit report (3)		973 €		973 €
Price for one day of journey		920 €	1 010 €	1 103 €
Price for one day off (1)		610 €	680 €	740 €

Type of Service		FILTRATION / PROCESSING : - Equipment Control - Belt Filters / Rotary Filters - UCP
Category of Staff		Process Engineer
Daily rate (for 8 working hours)	First test day	On request
	Additional test day	On request

Travel expenses (2)	By car	1,30 €/km + 15% increased costs
	Other way	Actual costs increased of 15%
Lodging expenses (2)		Group 1 According to URSAFF website: https://www.economie.gouv.fr/dgfip/mission_taux_chancellerie/frais
Administrative Fee		336 € for intervention preparation, writing of report, ...

Validity	From 1st January to 31st December 2024
Payment terms	100% at invoice receipt and by bank transfer, one invoice per month

- (1) One day minimum after 6 consecutive working days
 (2) Contact us for all included packages
 (3) Writing of a complete and detailed audit report after each visit on site
 (4) Before any maintenance intervention, make sure of the availability of the necessary parts

NOTE
 This price list is associated to our General Conditions of Intervention

APPENDIX 9

Contact details

	Contractor's Representative	Purchaser's Representative
Name:	Cosimo Piscopiello	Mr. Thomas ECCLESTONE
Title:	Area Sales Manager	Process Engineer
Company:	Hasler Group	Saint-Gobain Gyproc GMT
Address	4 Av. Pablo Picasso, 92000 Nanterre	Gypsum Technical building, East Leake, Loughborough, Leicestershire LE12 6JS
Country:	France	United Kingdom
Telephone:	+41 (0)32 720 02 311	+44 (0)115 945 1606
Mobile:	+41 (0)79 129 42 69	+44 (0)7 912 541 538
e-mail	c.piscopiello@hasler.group	Thomas.ecclestone@saint-gobain.com

APPENDIX 10

SUPPLIER CHARTER

Having signed up to the UN's Global Compact, the Group has, since 2003, formalized its values through the General Principles of Conduct and Action applicable to all employees worldwide, and in doing so, confirmed its resolve to work towards responsible business growth.

Accordingly, the economic, social and environmental requirements of sustainable development are fundamental elements in the strategy of the Saint-Gobain Group.

For this reason, Saint-Gobain has decided to invite its suppliers to take part in this process within their own sphere of action or influence.

This is the purpose of the present Charter which Saint-Gobain asks its suppliers to support.

Their level of commitment in this domain is one of the deciding factors in selecting suppliers and Saint-Gobain will make sure that suppliers fully understand the Charter's contents.

This Charter is an integral part of the documentation handed out by Saint-Gobain in support of its consultations and is intended to be included in the contractual documents.

The Purchasing Departments of Saint-Gobain Group entities may be led, under certain circumstances, to take the measures they deem necessary to ensure full compliance with the Charter, notably by sending out questionnaires or conducting or having conducted specific audits at the suppliers' and sub-contractors' premises.

The Saint-Gobain Group expects its suppliers and sub-contractors to be mindful that their own suppliers and sub-contractors enable them to fully support the principles detailed in this Charter.

Respect the right to development

Suppliers guarantee their employees a decent standard of living.

They participate as much as possible in the development of the country they operate in and work with all types of companies in compliance with this charter.

Employee rights

Regarding relations with their own staff, suppliers and subcontractors comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and when it comes to exercising freedom of association.

In particular, suppliers and subcontractors undertake not to resort in any way, shape or form, either directly or through their own subcontractors or suppliers,

- to forced or mandatory labour,
- to child labour.

Finally, they make sure that their working practices are free from any form of job discrimination.

Occupational health and safety

Suppliers and subcontractors endeavour to take the necessary steps to ensure occupational health and safety.

AGREEMENT FOR THE SUPPLY, THE SUPERVISION OF INSTALLATION, AND THE COMMISSIONING

For their own activities, they implement a policy aimed at identifying and preventing health and safety risks affecting:

- their full-time and temporary members of staff,
- their customers' employees and the users of their products,
- their own suppliers and subcontractors' employees (temporary and full-time),
- the communities surrounding their facilities.

They inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions on Saint-Gobain sites.

Finally, they make sure that their employees fully comply with regulations and Saint-Gobain Health and Safety standards when called out to work on Saint-Gobain sites. They inform Saint-Gobain of any incidents or non-conformities occurring.

Environmental commitment

Suppliers and subcontractors implement policies on managing and improving their manufacturing processes, which are designed to limit their environmental footprint throughout the life cycle of the products they supply.

In particular, they strive in their respective domains to:

- reduce their impact on ecosystems and biodiversity,
- optimise consumption of natural resources and energy,
- reduce emissions of greenhouse gases, pollutants and volatile organic compounds,
- reduce quantities of waste released and develop recycling and recovery solutions.

They identify and quantify the significant environmental aspects of their activities, products and services. They ensure a traceability of raw materials, components and materials necessary for the provision of services or property.

Suppliers shall be duty-bound to Saint-Gobain to disclose any product information required for the Group's environmental policy to be applied, especially in terms of Carbon Footprint and Life Cycle Assessment.

Suppliers and subcontractors encourage the development and distribution of environmentally-friendly technologies and work towards achieving the targets listed above.

Legal compliance commitment

Suppliers carry on their activities in strict compliance with applicable domestic and international legal standards.

In particular:

- They reject any actions liable to falsify or distort free competition or market access or infringe on the applicable legal rules concerning competition law,
- They reject any form of active or passive corruption in domestic or international transactions,
- They refrain from any practice aimed at interesting, either directly or indirectly, any Saint-Gobain employee with whom they have a business relationship in developing their relations, whether personally or in whatever shape or form.

APPENDIX 11

TIMBER POLICY

Saint-Gobain's timber policy defines the responsible conduct with which Saint-Gobain subsidiaries are required to comply when buying and/or selling timber products. It specifies a set of common operating rules.

This policy is part of the **response of the Saint-Gobain Group to the major challenges of sustainable development.**

It reflects our determination to set an exemplary standard for all our products throughout their life-cycle. Moreover it contributes to our objective of maximum possible reduction of the impact of our activities. We have defined three areas of action directly inspired by the Group's Principles of Conduct & Action.

RESPECT FOR OTHERS

Ensuring respect for fundamental rights of local populations

We are committed to:

- ensuring that we buy and sell timber harvested in countries or concessions that comply with international conventions.

CARING FOR THE ENVIRONMENT

Using timber harvested in responsibly managed concessions in order to preserve natural resources

We are committed to:

- giving priority to recycled products first in our purchasing and sales policies, then either PEFC/FSC certified products or timber from responsibly managed forests.

Contributing to biodiversity preservation

We are committed to:

- adapting our sales and purchasing policy depending on the level of species vulnerability.

RESPECT FOR THE LAW

Ensuring the legality of the timber we import, use and sell

In particular, in compliance with the European Timber Regulation (EUTR) under the FLEGT action plan in Europe and with the Lacey Act in the US.

We are committed to:

- gradually developing a traceability system for all the timber products we buy and sell,
- implementing a system to evaluate and control risks linked to the timber trade.

Hasler Group - Vacuum Filter Belt Supply and Supervision of Installation and Commissioning Agreement - Gelsa, Spain - 2024

Final Audit Report

2024-12-27

Created:	2024-12-27
By:	Marion POUZOLS (marion.pouzols@saint-gobain.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWFjJRC0ktjvYj4UqRsl2seZ4NKZcEKb1

"Hasler Group - Vacuum Filter Belt Supply and Supervision of Installation and Commissioning Agreement - Gelsa, Spain - 2024" History

-  Document created by Marion POUZOLS (marion.pouzols@saint-gobain.com)
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-  Document emailed to Joaquín Caso (joaquin.caso@saint-gobain.com) for signature
2024-12-27 - 15:18:47 GMT
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Signature Date: 2024-12-27 - 15:20:11 GMT - Time Source: server- IP address: 80.29.55.215
-  Email viewed by l.menigoz@hasler.group
2024-12-27 - 18:33:08 GMT- IP address: 104.47.24.254
-  Signer l.menigoz@hasler.group entered name at signing as Laurent MENIGOZ
2024-12-27 - 18:34:45 GMT- IP address: 94.187.159.9
-  Document e-signed by Laurent MENIGOZ (l.menigoz@hasler.group)
Signature Date: 2024-12-27 - 18:34:47 GMT - Time Source: server- IP address: 94.187.159.9

✔ Agreement completed.

2024-12-27 - 18:34:47 GMT