

Appendix: Requirements on Transportation, Quality Inspection and Safety Production Management Agreement

附件:供货运输、产品质检及安全生产管理协议要求

Requirements on Supply, Transportation 供货运输要求

- 1. The Seller shall deliver the goods within normal business hours (at the place of delivery) at the price and in accordance with delivery schedule specified in the order. If no delivery date is specified, the Seller shall deliver the goods as soon as practicable and shall give prior written notice of the delivery date to the Buyer. The Seller shall deliver the goods to the designated destination specified in the order on DDP Incoterms 2020 and in accordance with the contract. 卖方应在(交付地实行的)正常营业时间内按照订单中规定的价格和交付时间表交付货物。若未规定交付日期,卖方应在可行情况下尽快交付货物,并且应提前书面通知买方交付日期。卖方应按照《国际贸易术语解释通则(2020 年版)》的完税后交货(DDP)术语并根据合同将货物交付至订单中规定的指定目的地。
- 2. In case the Seller is unable to ship the goods at the time specified in the order due to any emergency, or the goods cannot be delivered to the Buyer on time due to any abnormal condition during transportation, the Seller must give prompt notice thereof to the relevant personnel of the Buyer, and actively take corresponding remedial measures to avoid any detrimental effect on the normal production of the Buyer.
 - 若遇突发状况导致卖方不能按订单确认的时间发货,或运输途中遇故障导致货物不能按时到达买方时,卖方必须及时通知买方相关人员,并积极采取相应的补救措施,以避免影响买方正常生产。
- 3. For each batch of goods delivered, The Seller shall be responsible for ensuring compliance of each batch of delivered goods with all laws and regulations applicable to the transportation and delivery of the goods. If the Seller transports or delivers the goods in violation of any laws or regulations, causing losses to the Buyer (including the seizure and confiscation of the goods), the Seller shall compensate the Buyer for such losses.
 - 对于交付的每批货物,由卖方负责确保始终遵守货物运输和交付所适用的所有法律和法规。若卖方违反任何法律或法规运输或交付货物使得买方遭受损失(包括货物扣押和没收)的,卖方应当向买方赔偿所有损失。
- 4. All goods delivered shall be accompanied by a delivery label. The delivery label shall include at least the following information and the information requested by Hempel: order no., description of the goods and name of the supplier, the weight, quantity or pieces of goods, and the place of delivery of the goods.
 - 交付的所有货物均应附带交付标签,交付标签应至少包括下列信息以及海虹老人要求的信息:订单号、货物说明和供应商名称、货物的份量、数量或件数的计量单位以及货物的交付地点。

- 1) All goods must be packed on pallets (except for those supplied by tank trucks). The size of the pallets is 1100*1100mm or 1200*1130mm, and their strength must be sufficient to withstand four layers of goods which are stacked stably and neatly. (The requirements for the height of the goods by Guangzhou factory of the Buyer: the height of (goods + pallet) cannot exceed 1.2 meters, and the goods cannot be placed beyond boundary of the pallet. The height of the pallet keels is about 9 cm, the bottom plates shall not be arranged too dense, instead proper gaps shall be left to facilitate the use of a manual hydraulic forklift); 所有货物必须带托盘包装(槽车供货除外), 托盘尺寸是 1100*1100mm 或 1200*1130mm, 强度要能承受四层货物平稳、整齐堆高。(买方广州工厂对货物的高度要求:(货物+托盘)的高度不能超过 1.2 米,货物的摆放不能超出托盘。托盘龙骨高度约 9cm, 底板不能过密,保留空隙,便于使用手动液压叉车);
- 2) The goods must not be disassembled without permission during transportation; the marking must be printed or labels be attached on the packaging bags or drums. The marking or label must indicate: manufacturer, product name, packaging specification, production date, batch number, shelf life etc. The product name must be consistent with that provided when applying for certification to the Buyer's headquarter, and cannot be changed without the approval of the Buyer's head-quarter.
 - 运输途中不得随意拆卸;包装袋或包装桶上必须印刷唛头或贴有标签,唛头或标签上需注明:生产单位、商品名称、包装规格、生产日期、批次号码、保存期限等信息,商品名称必须与向买方总部申请认证时提供的商品名称保持一致,未经买方总部批准,不得随意更改。
- 3) Requirement for delivery period: Both parties shall confirm the delivery period of the goods in advance (the delivery peri-od is the time starting from the Seller's receipt of the order until the goods are delivered to the delivery location designated by the Buyer's factories. If the delivery date of different products is different, please state it separately. Given other conditions are similar, the Buyer will give priority to the Seller which ensures short delivery period and stable supply). The permissible difference between the actual arrival date of the goods and the delivery date requested on the confirmed or-der is as follows:

交期要求:双方应预先确认产品的交货期(交货期是指卖方接到订单至货物送到买方各厂指定的交货地点所需要的时间,若不同产品的交货期不同,请分开说明。在其它条件接近的情况下,买方将优先考虑交货期短且供应稳定的卖方)。实际到货日期与已确认订单上要求的交货日之间允许的误差如下:

Time required for transporting goods from the Seller	Difference between the actual arrival date and the
to the Buyer (Day)	requested arrival date(Day)
<u>≤3</u> 天	0.5 天
3-15 天(含 15 天)	1天
15-30 天(含 30 天)	3天
>30 天	7天



5. Requirements for delivery batch:

供货批次要求:

Responsible department 负责部门	Work items 工作内容
Seller of raw materials 原料卖方	1)In principle, the same batch of delivery shall not contain goods from more than two different batches; ensure that the same batch of raw materials has the same batch number as practicable as possible; if the same batch of delivery contains goods from more than two different batches, the receiving factory of the Buyer must be advised of such in advance and relevant approval shall be obtained before proceeding with delivery; □批送货原则上不超过两个不同批次;尽量安排同批原料同一个批号;如有同批送货超过两个批 2)In principle, different batches of raw materials cannot be placed on the same pallet; if different batches of raw materials or different types of raw materials are placed on the same pallet for delivery, the receiving factory of the Buyer must be advised of such in advance and relevant approval shall be obtained before proceeding with delivery; 所有不同批次的原料原则上不能放在同一卡板上;如有不同批次原料或不同品类原料放在同一卡板上送货,须提前告知买方收货工厂并获得许可确认方可执行; 3)If the same type of raw materials with different batch numbers are transported by more than one transport vehicle, the raw materials with the earlier production date shall be arranged to be delivered first; 针对超过一辆运输车辆的不同批号的同种原料,应安排生产日期在前的原料先送货; 4)The batch number of bagged raw materials shall be marked in a prominent position on the side of the pallet; 整板的袋装原料的批次号应在侧面显著位置写明; 5)The drums containing liquid raw materials must be attached with labels on their body. 装液体原料必须在桶身上贴有标签。

6. The Seller shall pack all goods safely in a way that can prevent damage to the goods during loading, transportation and unloading. The Seller shall comply with the packaging specifications issued by the Buyer. The Buyer shall have the right to recover from the Seller all losses and damages it suffers as a result of the Seller's failure to comply with the provisions of Clause 5 of this Appendix.

卖方应以能够防止装载、运输和卸载时发生损坏的方式安全地包装所有货物。在买方签发包装规格的情况下,卖方应遵守该等规格。买方应有权向卖方追偿由于卖方未能遵守本附件第 5 条之规定而使买方遭受的所有损失和损害。

7. If, for any reason, the Buyer is unable to accept the delivery of the goods within the period specified in the order, the Seller shall negotiate with the Buyer in advance to store the goods and keep the goods in a marketable state. Unless otherwise stipulated in the written agreement reached by both parties in advance, the Buyer shall reimburse the Seller for any reasonable warehousing fees actually incurred by the Seller and confirmed by the Buyer.

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若由于任何原因买方无法在订单规定的时间接受货物的交付,卖方应事先与买方协商一致,储存货物并应使货物保持可销售状态。除非事先达成的书面协议另有规定,否则买方应偿付经其确认过的卖方实际发生的上述合理仓储费。



Requirements on Quality and Inspection of Goods 货物质量及检验要求

The Seller grants the Buyer the right to inspect any goods at the Seller's factory or elsewhere at
any time before delivery. The Buyer's inspection of any goods shall not relieve the Seller of any
duties or responsibilities for such goods, nor does it mean that the Buyer accepts the goods.
The Buyer's right of inspection before delivery shall not affect its right to reject the goods after
delivery.

卖方授予买方在交付前任何时候在卖方的厂房或其他地方检查任何货物的权利。买方对任何货物的检查并不免除卖方对该等货物的职责或责任,也不意味着买方接受货物。买方的交付前检查权不影响其在交付后拒收货物的权利。

2. The Seller undertakes that the quality of all products that have been approved and certified by the Buyer can meet the Buyer's latest version of the technical indicators during the supply process. If the Seller makes any changes in product technical indicators, manufacturing process (including but not limited to process flow, production equipment, production location, etc.), composition (including but not limited to source of raw materials, formula proportion, etc.), or product performance, it will give reasonable prior written no-tice thereof to the Buyer. The Buyer will re-evaluate or certify the changed indicators.

卖方承诺所有经买方批准认证过的产品在供应过程中,产品质量都能满足买方最新版本的技术指标要求。若卖方在产品技术指标、制造工艺(包括但不限于工艺流程,生产设备,生产地点等)、组成成份(包括但不限于原料来源,配方比例等)或产品性能上发生任何变化,均将在合理可行的时间内提前以书面形式通知买方。买方将对新的指标进行重新评估或认证。

3. The net content of fixed-quantity packaged goods is stipulated in the regulations issued by the state and the Buyer. The national metering and inspection rules JJF1070-2005 and the Buyer's internal specifications shall be implemented, whichever is stricter (if an updated version is issued by the state, the standard to be implemented shall be adjusted accordingly). The current requirements are:

因国家和买方有对定量包装货物净含量的规定,应按照国家计量检验规则 JJF1070-2005 要求及买方内部规范相较之从严执行(如国家有更新版本,执行标准相应调整),目前要求为:

Marked net content of fixed-quantity packaged goods	Permissible	shortage	(kg)
(weight or volume) (kg)	允许短缺量 (公斤)		
质量或体积定量包装商品标注净含量(公斤)			
0~1	+/- 0.005		
1~3	+/-0.01		
3~5	+/-0.02		
5~8	+/-0.04		
8~10	+/-0.07		
10~15	+/-0.09		
15~30	+/-0.1		
30~60	+/-0.18		
>60	+/-1.0		

Safety production management agreement

安全生产管理协议

This agreement can be signed at the same time as the business contract, or in an independent form. 此协议可与商务合同同时签订,也可以独立形式签订。

Party A: Buyer, including Hempel (Zhangjiagang) Coatings Ltd. and/or Hempel (Guangzhou) Coatings Ltd. and/or Hempel (Yantai) Coatings Ltd.

甲方: 买方,包括海虹老人涂料(张家港)有限公司和/或海虹老人涂料(广州)有限公司和/或海虹老人涂料(烟台)有限公司

Party B: Seller and the contractor entrusted by the Seller

乙方: 卖方及其委托方

In order to strengthen the management of safe operation of Party B on site, and thoroughly implement the safety production policy of "safety first, prevention first and comprehensive treatment" and QHSE objective of Hempel, to ensure the personal safety and health of operators and employees in the construction process, and to ensure the smooth progress of construction and production, especially according to the requirements of production safety law of the People's Republic of China, Fire Protection Law of People's Republic of China, occupational health, environmental protection and other relevant laws and regulations are reached through equal consultation between Party A and Party B. It is agreed that both parties voluntarily sign the following safety production management agreement:

为了加强乙方在现场安全作业管理,深入贯彻"安全第一,预防为主,综合治理"的安全生产方针及海虹老人的 QHSE 目标,确保作业人员及在岗职工在施工过程的人身安全和健康,同时保证施工、生产的顺利进行,特根据《中华人民共和国安全生产法》、《中华人民共和国消防法》、职业健康、环保等相关法律法规要求,经甲乙双方平等协商并达成一致意见,现双方自愿签订如下安全生产管理协议:

Article 1: Party A and Party B must conscientiously implement the policies, laws and regulations on production safety formulated by the state;

第一条:甲乙双方必须认真贯彻执行国家制定的安全生产政策、法律、法规:

Article 2: Party A and Party B must jointly abide by law of the People's Republic of China, the Regulations on the Safety Management of Hazardous Chemicals and other relevant laws, regulations, rules and standards. other relevant laws and regulations;

第二条:甲乙双方必须共同遵守《中华人民共和国安全生产法》、《危险化学品安全管理条例》及其他有关法律、法规、规章和标准中的有关规定。

Article 3: Safety responsibilities and rights of Party A:

第三条:甲方承担的安全责任、权利:

1) Party A has the right to require Party B to strictly abide by the laws, regulations, standards, rules and regulations of production safety and operating procedures, and be proficient in accident prevention measures and emergency response plans;

甲方有权要求乙方必须严格遵守安全生产法律、法规、标准、安全生产规章制度和操作规程,熟练掌握事故防范措施和事故应急处理预案.

2) Party A's management personnel have the right to stop Party B's personnel from violating discipline and deal with the breach of agreement according to regulations;

甲方管理人员有权制止乙方人员违纪作业,并按规定给予协议违约处理,

3) In December of each year, Party A has the right to audit the annual safety performance of Party B. If the safety performance audit meets the standard, Party A will continue to maintain long-term friendly cooperation; if the safety performance audit fails to meet the standards, Party A will terminate the cooperation in the next year. 在每年度的 12 月份,甲方有权对乙方年度的安全绩效进行审核,安全绩效审核达标者,甲方将会继续保持长期友好合作,安全绩效审核不达标者,将会终止下一年度的合作。

Article 4: Responsibilities and rights of Party B:

第四条:乙方的责任、权利:

- 1)Party B and the person who directly responsible for production safety during transportation and in-plant loading and unloading operations, and must strictly implement the laws, regulations, standards, rules and regulations and operating procedures of production safety;
- 乙方及负责运输及厂内货物装卸时安全生产的直接责任人,必须严格执行安全生产法律、法规、标准、安全生产规章制度和操作规程:
- 2) Party B shall be responsible for purchasing work-related injury insurance or personal accident insurance for all Party B's worker. In case of personal injury or death during the work, Party B shall bear all responsibilities; 乙方负责为所有乙方作业人员购买工伤保险或人身意外伤害保险,在作业过程中如发生人身伤亡事故,由乙方承担全部责任.
- 3)Party B shall formulate organizational measures, safety measures and technical measures to ensure safety; 乙方应制定确保安全的组织措施、安全措施和技术措施;
- 4) Party B shall provide relevant materials according to Party A's requirements and accept the safety qualification and conditions review;
- 乙方应按照甲方的要求提供相关材料,接受安全资质和条件审查:
- 5) Party B shall not subcontract, subletting or return the project or service without authorization; Party B's worker must hold the qualification of relevant laws and regulations, and Party B shall voluntarily submit the qualification to Party A for review and confirmation; Party B shall ensure the worker hold valid qualifications. In case of any change (invalidity or cancellation) of the above qualifications, Party B shall promptly inform Party A and make timely rearrangements as agreed herein.
- 乙方不得擅自将工程或服务转包、分包和返包;乙方的作业人员必须持有相关法规资质,乙方应主动将该资质交于甲方进行审核确认。乙方应当确保其作业人员持有有效证件,如上述资质发生变化(失效或被取消),乙方应及时告知甲方并及时按协议约定重新安排。
- 6) If working in a dangerous production area may cause fire, explosion, electric shock, mechanical injury, falling and other accidents that may cause personal injury, equipment loss, environmental pollution, etc., Party B shall fill in a special operation permit, do a good job in safety risk analysis, and formulate safety measures and set them at the work site.
- 在有危险性的生产区域作业,有可能造成火灾、爆炸、触电、机械伤害、坠落等有可能造成人身伤害、设备损失、环境污染等事故的,乙方应填写特种作业许可证,做好安全风险分析,并制定安全措施,在工作现场设置。
- 7)Safety supervisor: in view of the construction or services provided by Party B to Party A, Party A and Party B shall respectively designate the person in charge of the safety management site. Person in charge of safety management site designated by Party B. Party B shall participate in the whole process of on-site construction. If Party B is unable to attend the work for any reason, other personnel shall be appointed as the person in charge of temporary safety management, and Party A shall be informed in writing in advance. The person in charge of the safety management site designated by Party B shall often go deep into the site to inspect and guide the safety construction, and supervise the construction safety at any time, and correct any violation of safety rules and regulations in time.
- 安全监护人员:针对乙方为甲方提供的施工或服务,甲乙双方应分别指定安全管理现场负责人。乙方指定的安全管理现场负责人应全程参与乙方的现场作业过程,因故不能出勤时,应指定其他人员担任临时安全管理现场负责人,并提前书面通知甲方。乙方指定的安全管理现场负责人应经常深入现场,检查指导安全作业,并随时对作业安全进行监督,发现有违反安全规章制度的情况,及时纠正。
- 8) Party B shall be fully responsible for the on-site construction, and the construction personnel shall not operate illegally, take risks or work fatigue, and do a good job of protection according to regulations; Party B's on-site construction personnel must wear labor safety protection suppliers that meet Party A's requirements (when the

construction personnel from Party B enter the factory, they must wear long-sleeved work clothes/orange vest/labor protection shoes as required, and wear safety glasses/red helmet. When special operations are involved, other PPE protection equipment should be appropriately added according to the risk analysis results and working environment). Personnel are not allowed to enter the construction site when they cannot meet the needs of safe construction;

乙方应对现场作业的行为完全负责,乙方安装作业人员不得违章作业,冒险作业,不能疲劳作业,并按规定做好保护工作; 乙方在现场作业人员必须穿戴符合甲方所要求的劳动安全防护用品(乙方施工作业人员进入工厂时,必须按要求穿戴长袖工作服/橙色马甲/劳保鞋,佩戴安全防护眼镜/红色安全帽,涉及特殊作业时,应视风险分析 结果及作业环境,适当增加其他的 PPE 防护设备)。不能满足安全作业需要时,人员不得进入作业现场;

- 9) Party B shall comply with Party A's on-site environmental protection requirements, that is, it shall protect the atmosphere, groundwater and soil of Party A's workplace from pollution during operation, and the noise generated during construction shall be controlled below the required decibel;
- 乙方应遵守甲方现场环保要求规定,即应在作业期间保护甲方作业场所大气、地下水、土壤等不受到污染,施工产生的噪声应控制在要求分贝下.
- 10) Party B shall comply with the requirements of Party A on-site occupational disease protection, that is, it shall not produce excessive occupational disease exposure factors and endanger Party A and Party B's on-site work during the operation period.
- 乙方应遵守甲方现场职业病防护要求规定,即应在作业期间不产生超标的职业病接害因素并危害甲乙方现场作业人员造成职业健康。
- 11) Party B shall, in accordance with relevant laws, regulations, rules and standards, carry out safety education and training for its employees to ensure that the employees have the necessary knowledge of safe production, operation skills and emergency escape.

乙方应当按照相关法律、法规、规章和标准对本单位从业人员进行安全教育培训,保证从业人员掌握必需的安全生产知识、操作技能和应急逃生知识。

Article 5: Party B's construction personnel must strictly abide by and obey the safety regulations and safety management of Party A and the site, and shall not engage in the following behaviors, including but not limited to: 第五条:乙方作业人员必须严格遵守和服从甲方以及现场安全规定及安全管理,不得出现下述行为包括但不限于:

1) Weak safety awareness, serious violation of rules and regulations, and failure to comply with the HSE management rules and regulations of Party A's factory;

安全意识淡薄、严重违章作业,不遵守甲方工厂 HSE 管理规章制度

2)Do not obey the management of Party A's field personnel, and at the same time, abuse and fighting occur at the scene:

不服从甲方现场人员的管理,同时在现场出现辱骂及打架斗殴现象。

3)Go to work after drinking, or smoke in non-designated areas;

酒后上岗,或在非指定区域进行抽烟:

4) Carrying non-explosion-proof electronic products into explosion-proof areas;

携带非防爆电子产品进入防爆区域:

5) Taking photos in the factory without permission;

未经许可,在工厂内私自进行拍照;

6)Deliberately concealing or lying about relevant occupational contraindications and personal health status before operation;

作业前,故意隐瞒或谎报相关的职业禁忌症及个人身体健康状态;

7)Deliberately or arbitrarily dismantle or destroy the safety, environmental protection and occupational health protection facilities, devices, signs, etc. on the site;

故意或随意拆除、破坏作业现场的安全、环保和职业健康防护设施,装置,标牌等.

8) Without permission and approval, connect or pull wires without permission, or touch the equipment at the scene at will:

未经许可和批准,私自乱接、乱拉电线,或随意在现场触碰设备;

9) Speeding in the factory, or driving vehicles in the factory without permission;

厂内超速行驶,或未经许可,私自驾驶厂内的车辆:

10) Failing to apply to the QHSE department of Party A or relevant authorized departments for operation when it involves fire operation, climbing operation, confined space, pipeline disconnection and blind plate plugging, temporary electricity utilization, excavation operation, hoisting, circuit breaking operation and high-pressure cleaning operation, and failing to strictly follow the requirements on the operation ticket;

涉及到**动火作业、 登高作业、受限空间、管线断开及抽堵盲板、 临时用电、挖掘作业、起重吊装、断路作业、高压清洗作业时,**未向甲方 QHSE 部门或相关授权的部门提出作业申请,同时未严格按照作业票上的要求进行作业;

11) Failing to keep the construction site clean and orderly at any time. Failing to conduct safety inspection on the site after the operation, or failing to clean up the hygiene of the job site in time;

未随时保持施工现场整洁有序。作业结束后,未对现场进行安全检查,或未及时清理作业现场的卫生;

12)Discard construction waste or hazardous waste generated in the process of construction at will; 对施工建筑垃圾或施工过程中所产生的危废随意丢弃:

Article 6: Handling of Violation

第六条: 违规处理

1)Party B's construction personnel must strictly abide by and obey the on-site safety regulations and safety management. In case of any behavior specified in Article 5 above, Party A has the right to impose a safety penalty ranging from 500RMB (RMB) to -20,000RMB (RMB) according to the specific behavior. In severe cases, Party A has the right to immediately dismiss the relevant construction or service personnel of Party B, immediately terminate the relevant services or terminate the contract, and at the same time, Party B will be listed as an unqualified supplier of the factory by Party A, and shall not engage in any business cooperation with Party A.

乙方施工人员必须严格遵守和服从现场安全规定及安全管理,若出现上述第五条规定的任何行为,甲方有权根据具体行为**扣除乙方安全违约金** 500RMB(元人民币)-20,000RMB(元人民币)不等,严重者甲方有权立即清退相关的乙方施工或服务人员,立即终止相关服务或解除合同,同时乙方将会被甲方列为工厂不合格供应商,不得与甲方进行任何商务合作。

Illegal disposal plan违规处置方案			
Project 项目		Content (including but not limited to) 内容(包括但不限于)	Disposal clause 处置条款
General provisions 通用规定	1	Smoking in the factory area工厂区域内抽烟	Deduct 3000 yuan and ask the personnel involved to leave the scene immediately. 扣除3000元并要求涉事人员立即离开现场
	2	Carrying a mobile phone into the production workshop without authorization. 擅自携带手机进入生产车间	Deduct 1000 yuan 扣除1000元
	3	Drinking to work, fighting, taking drugs, playing pranks, vandalizing, and urinating everywhere. 饮酒上班、打架、吸毒、恶作剧、恶意破坏、随地便溺	Deduct 2000 yuan, require the personnel involved to leave the site immediately, and compensate Party A for the losses. 扣除2000元并要求涉事人员立即离开现场,同时赔偿甲方损失
	4	Do not obey the safety and environmental protection management of personnel in the factory. 不服从厂内人员的安全环保管理	Deduct 500-2000 yuan. 扣除500-2000元
	5	Accidents are not reported. 发生事故未报告	Deduct 500 yuan. 扣除500元

	6	Special operators operate without a license (electrician, welder, etc.) 特种作业人员无证操作(电工、焊工等)	Deduct 3000 yuan and ask the unlicensed operators to leave the site immediately. 扣除3000元并要求无证作业人员立即离开现场
	7	Serious violation of laws and regulations. (such as employing child labor, failing to buy insurance for employees, dumping hazardous. 严重违反法律法规行为。(如雇佣童工、未给员工购买保险、违规倾倒危废等)	Deduct 1000-20000 yuan and terminate the contract immediately. 扣除1000-20000元,并立即终止合同
	8	No safety management personnel. 无安全管理人员	Deduct 1000 yuan, and terminate the contract until it is matched. 扣除1000元,中止合同直至配齐人员
Safety protection suppliers	1	The safety helmet was not worn or used correctly in the factory area. 工厂区域未佩戴或未正确使用安全帽	Deduct 500 yuan. 扣除500元
安全防护用品	2	Failure to use safety shoes as required. 未按要求使用安全鞋	Deduct 500 yuan. 扣除500元
	3	Not wearing safety glasses. 未佩戴安全眼镜	Deduct 500 yuan. 扣除500元
	4	Improper use of seat belts in aerial work. 高空作业未正确使用安全带	Deduct 500 yuan. 扣除500元。
	5	Other places with dust, poison and noise do not wear PPE as required. 其他粉尘、毒物、噪声场所未按要求佩戴PPE	Deduct 500 yuan. 扣除500元
	6	Construction site personnel wear short sleeves, shorts or skirts. 施工现场人员穿短袖、短裤或裙子	Deduct 500 yuan. 扣除500元
Work Permit (PTW)		Dangerous operation has not issued a work permit. 危险作业未开具作业许可	Deduct 2000 yuan. 扣除2000元
作业许可证 PTW	2	Violation of the requirements in the work permit. 违反作业许可证中的要求。	Deduct 500 yuan. 扣除500元
Vehicle 车辆	1	The driving speed of the vehicle in the factory exceeds 20km/h. 车辆在厂内行驶速度超过20km/h	Deduct 500 yuan. 扣除500元
	2	Vehicles occupy the emergency passage without permission.车辆未经允许占用应急通道。	Deduct 500 yuan. 扣除500元
Safe electricity	3	Move the vehicle when there are people working on it. 车辆上有人员作业时,移动车辆。 Pulling and connecting wires without permission, and	Deduct 500 yuan. 扣除500元 Deduct 500 yuan.
安全用电	1	using electrical equipment without permission. 私自乱拉、乱接电线,未经许可使用电气设备	扣除500元
	2	Entering the distribution station and motor control room without permission. 未经许可进入配电站、电机控制室	Deduct 500 yuan. 扣除500元
Other safety. 其它安全	1	No training for employees entering the factory in environmental health and safety. 未对人厂员工进入环境健康安全方面培训	Deduct 1000 yuan. 扣除1000元

	2	No training for employees entering the factory in environmental health and safety. 进入厂区未登记或不配合保安工作	Deduct 500 yuan. 扣除500元
	3	After the job is completed, the job area is not cleaned. 作业完成后,未清理作业区域	Deduct 500 yuan. 扣除500元
	4	Field holes are not covered. 现场孔洞未遮盖	Deduct 500 yuan. 扣除500元
	5	Irrelevant personnel stay or stay in the factory. 无关人员在厂区滞留或留宿	After deducting 1000 yuan, the personnel involved are required to leave immediately. 扣除1000元, 要求涉事人员立即离开
Others 其他	1	Other circumstances that do not conform to safety and laws and regulations. 其它不符合安全及法律法规的情形	Deduct 500-20000 yuan and terminate the contract. 扣除500-20000元,并终止合同

Remarks: If Party B commits the above acts, the on-site safety and environmental protection supervisor has the right to deal with Party B accordingly.

备注: 若乙方发生上述行为,现场安全环保监督有权对乙方进行相应处置。

2) In case of serious consequences due to violation of regulations, Party A will report or transfer it to relevant judicial departments for further disposal according to the requirements of relevant laws and regulations;

若因为违规而造成严重后果的,按照相关法规要求,甲方将上报或移送相关司法机关部门进行进一步处置;

3) In case of serious injury or death accident, an accident investigation team shall be formed by Party A and Party B to find out the cause of the accident, distinguish the responsibility of the accident and put forward opinions on handling the accident. And report to the relevant government departments in a timely manner according to relevant regulations;

发生重伤和死亡事故,由甲乙双方组成事故调查组,查清事故原因,分清事故责任,提出对事故的处理意见,并按 有关规定及时向有关政府主管部门报告;

4)If a major safety accident is caused by Party B's failure to fulfill its own safety responsibilities, and the main and relevant responsible persons have touched the criminal law, it will be reported or transferred to the relevant department. The legal department shall conduct further disposal;

若因乙方未尽自身安全责任而造成重大安全事故的,且主要和相关责任者已触及刑律的,将上报或移送相关司法机 关部门进行进一步处置;

- 5)If Party B's worker violate the rules and regulations to cause safety accidents, Party B shall bear all responsibilities, including criminal responsibilities, and those responsible for the accidents of Party B shall bear all economic losses; 乙方作业人员违章违纪作业造成安全事故的,乙方负全部责任包括刑事责任,且乙方事故责任者应承担由此造成的所有经济损失;
- 6) If a safety accident occurs on the construction site, resulting in heavy casualties, Party B shall bear the relevant compensation responsibilities;

若作业现场发生安全事故,导致重大伤亡的,相关赔偿责任均由乙方承担;

7)If losses are caused to Party A due to the fault of Party B or Party B's installation and construction personnel, Party B shall be responsible for compensating Party A, and Party A has the right to directly deduct relevant losses and compensation from Party B's project payment.

如因乙方或乙方安装作业人员过错给甲方造成损失的,由乙方负责向甲方赔偿,甲方有权直接从乙方工程款中将相 关损失 及赔偿款进行抵扣。

Article 7: This Agreement shall come into force upon being signed and sealed by both parties. Originals in duplicate, each party holds one copy.

第七条:本协议自双方签字盖章之日起生效。原件一式二份,甲乙双方各执一份。

Term of this Agreement: The validity period of the safety production management agreement is the same as that of the contract.

本协议有效期:安全生产管理协议的有效期与主合同有效期一致。

Party A: 甲方:

Hempel (Zhangjiagang) Coatings Ltd. 海虹老人涂料(张家港)有限公司 Hempel (Guangzhou) Coatings Ltd. 海虹老人涂料(广州)有限公司 Hempel (Yantai) Coatings Ltd. 海虹老人涂料(烟台)有限公司

Part B: supplier 乙方: 供货单位

Person in charge of Party A: General manager of Hempel Paint (Zhangjiagang) Co., LTD

甲方负责人:海虹老人涂料(张家港)有限公司总经理

General manager of Hempel Paint (Guangzhou) Co., LTD

海虹老人涂料 (广州) 有限公司总经理

General manager of Hempel Paint (Yantai) Co., LTD

海虹老人涂料 (烟台) 有限公总经理

Person in charge of Part B: General manager of supplier

乙方负责人: 供货单位总经理

Safety management site leader of Party A: Safety Director of Hempel Paint (Zhangjiagang) Co., LTD

甲方安全管理现场负责人:海虹老人涂料(张家港)有限公司安全总监

Safety Director of Hempel Paint (Guangzhou) Co., LTD

海虹老人涂料(广州)有限公司安全总监

Safety Director of Hempel Paint (Yantai) Co., LTD

海虹老人涂料 (烟台) 有限公安全总监

Safety management leader of Party B: Safety Director of supplier or equivalent

乙方安全管理负责人: 供货单位安全总监或同等职务