

## **Conditions for Work on Kodak Alaris Premises**

### **1. General**

These conditions supplement and are additional to the General Conditions of Contract or the Kodak Alaris Limited (Kodak Alaris) Conditions of Purchase when work is performed on Kodak Alaris premises. (“the Site”).

### **2. The Representative**

“The Representative” means the engineer, architect, supervising officer or other person appointed by Kodak Alaris and named in the Contract or Purchase Order or such other person that Kodak Alaris may from time to time nominate in writing as being responsible for the general direction of the work.

### **3. The Contractor**

“The Contractor” means the Contractor or Supplier named in the Contract or Purchase Order and shall include its agents and employees and its Sub-Contractors and their agents and employees.

The Contractor shall supply the Representative with a list of all Sub-Contractors.

### **4. Compliance with Conditions**

The Contractor shall ensure that its agents and employees and its Sub-Contractors agents and employees working on the Site are informed of and comply with these conditions and any local Site regulations advised by the Representative. If requested the Contractor shall obtain its Sub-Contractor’s signed acceptance of these conditions.

### **5. Local and Statutory Authorities**

The Contractor shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or byelaw applicable to the works and shall pay all fees and charges legally recoverable from him unless otherwise agreed in writing by Kodak Alaris.

### **6. Access to the Site**

The Contractor shall agree with the Representative the date and time of its and its Sub-Contractors arrival on the Site. Failure to do so may result in delays for which Kodak Alaris will accept no responsibility.

The Contractor shall ask for the Representative on arrival and shall comply with his requests and direct all questions to him while on the Site. Permission to commence work must also be obtained from the Representative (see also “Permit to Work”).

### **7. Security**

The Contractor and its Sub-Contractors on initial arrival at the Site shall report to the Reception to obtain entry passes. No person is allowed to be on the Site unless in possession of a valid pass. Passes shall be returned to the reception as soon as each individual has completed working on the Site.

The Contractor shall ensure that all his personnel and his Sub-Contractors are appropriately displaying the name of the Contractor on their outer clothing. This identification to be visible at all times when on Site.

The Representative will inform the Contractor of the location and boundaries of the work Site and the access routes thereto. The Contractor shall strictly confine working to those specific areas and routes.

Kodak Alaris reserves the right to search any vehicle, person or property either entering, leaving or present on the Site and to require the exclusion from the Site of any person employed thereon.

The Contractor shall provide to the Corporate Security Advisor at the commencement of the

Contract a list showing the full names, home addresses and dates of birth of each of its employees and/or its subcontractor’s employees working on Kodak Alaris premises, the list to be

updated in the event of change during the currency of the contract.

## 8. Access for the Representative

The Representative shall at all reasonable times have access to the work Site and to the workshops or other places where the Contractor is preparing work for the Contract.

## 9. Permit to Work

In addition to the general permission to commence work (see "Access to the Site") a written permit to work must be obtained from the Representative before starting work which requires:

- (a) Permanent or temporary connection to, modification to, extension to or removal of any service including but not limited to electricity, gas, water, drains, compressed air or any pipes, conduits, ducts or vessels ("Safe Working Permit").
- (b) Removal or disturbance of asbestos or materials containing asbestos ("Safe Working Permit").
- (c) Entry to process vessels, ducts, containers or recognised confined spaces ("Confined Space Permit").
- (d) Digging or excavation of any kind. ("Excavation/Demolition Permit").
- (e) Special precautions for the health and safety of persons in areas adjacent to the Site. ("Safe Working Permit")
- (f) The use of open flames, welding, portable heating or bitumastic heating equipment. ("Open Flame Permit")

The grant of a permit to work shall not relieve the Contractor from its duty to carry out the work in a safe manner and to good engineering practice.

## 10. Safety

The Contractor shall supply the Representative with the name of the person on Site responsible for health and safety matters related to the Contract or Purchase Order.

A copy of the Contractor's Health and Safety policy shall be available to Kodak Alaris.

The Contractor shall be responsible for the health and safety of its and its Sub-Contractors personnel and shall ensure that they conduct themselves in a reasonable and safe manner consistent with the prevention of injury to persons or damage to property.

In addition to complying with all relevant statutory regulations and codes of practice the Contractor shall comply with all Kodak Alaris safety requirements, rules or procedures notified in writing by the Representative or displayed in the area in which the Contractor is working.

The Contractor shall inform the Representative of any work which may affect the health or safety of persons in areas adjacent to the work Site and shall obtain written permission before commencing such work. See "Permit to Work".

Kodak Alaris Safety Officers shall be given access to the Site at the Representative's request.

Kodak Alaris may by immediate written notice or, in the case of a serious risk, verbal notice subsequently confirmed in writing; require the Contractor to cease carrying out any work which Kodak Alaris in its reasonable opinion considers is being carried out in an unsafe manner or in contravention of any statutory health or safety requirement. The Contractor shall only be entitled to recommence such work when he has satisfied Kodak Alaris that he has taken reasonable measures to ensure that all remaining work is carried out in a safe manner. Kodak Alaris shall not be liable for any costs, claims, damages or other penalties incurred by the Contractor nor shall the Contractor be entitled to any increase in the Contract sum or extension of time as a result of such stoppages of work.

## 11. Restriction of Access

The Contractor shall not restrict or obstruct any access, passageway, fire escapes or roads without the prior consent in writing of the Representative.

## 12. Emergency Alarms and Evacuation Procedures

If Kodak Alaris emergency alarms sound all the Contractor's personnel shall follow the safety

and evacuation procedures relating to the Site. These procedures and regulations are displayed at various points throughout Kodak Alaris premises and the Contractor shall ensure that all its personnel are familiar and comply with them. The Representative will assist with identification of these regulations.

### 13. Kodak Alaris Safety Equipment

Kodak Alaris fire alarms, extinguishers, hose reels, breathing apparatus, emergency showers and other safety equipment are clearly marked. The Contractor shall not obstruct and shall immediately report any damage to them to the Representative.

### 14. Protective Clothing

The Contractor shall provide such protective clothing to its employees as is appropriate to the proper and safe execution of the work.

In certain areas Kodak Alaris may require that special protective clothing is worn. This will be stated by the Representative who will arrange for the free loan of such clothing.

### 15. Prohibited Materials

No mercury, asbestos or radio-active material of any kind is permitted at the Site unless prior consent in writing has been given by the Representative.

If such materials are permitted any leakage or spillage of any of these materials, however slight, shall be reported immediately to the Representative and the area cordoned off.

Other materials may from time to time be prohibited on specific Sites and prior notice of such prohibition will be given by the Representative.

### 16. Highly Flammable Materials and Flammable Liquids and Gases

The Contractor shall obtain prior permission from the Representative before bringing onto the Site and using any highly flammable materials or flammable liquids and gases. The Contractor shall ensure that any storage areas, containers and vessels for and the use of these substances comply with statutory requirements and good practice. The Representative shall inform the Contractor of any special

requirements and conditions established to meet Kodak Alaris insurance and safety requirements.

### 17. Gas Cylinders

The Contractor shall obtain prior permission from the Representative before taking inside buildings any compressed gas (including air) cylinders. When such cylinders are used they shall be secured in an upright position.

### 18. Delivery of Materials and Equipment

The Contractor shall give prior notice to Site Reception of the arrival of materials or equipment at the Site. All goods delivered to the Site for the Contractor shall be accompanied by delivery or advice notes bearing the Contractor's name and the Kodak Alaris reference. Deliveries of goods not accompanied by adequate identification are liable to be turned away.

The Contractor shall be totally responsible for the acceptance, unloading, storage and disposal of all goods delivered to the Site.

Vehicles making deliveries or collections must unload or load and leave the Site as quickly as possible. Parking on the Site is prohibited unless prior permission has been obtained from the Representative

### 19. Plant and Equipment for Execution of the Works

The Contractor shall provide all plant and equipment required for the execution of the Works and no Kodak Alaris tools or equipment shall be used by the Contractor unless agreed in writing by Kodak Alaris.

The contractor shall ensure that portable electric hand tools, lamps and small mobile plant are 110V or less and comply with BS7671 section 604-01. Any deviation shall require written permission from the site representative before commencing work.

The Contractor shall alone be responsible for the safe condition and use of all plant and equipment including all items which may have been loaned by Kodak Alaris. When equipment is subject to statutory tests or inspections the Contractor shall have current test certificates or other relevant documents and produce these for the reference of the Representative if required.

## 20. Temporary Services for Execution of the Works.

The Contractor shall obtain permission from the Representative before making connections to existing services. See "Permit to Work". Unless otherwise stated in the Contract no charges will be made for the reasonable consumption of water and electricity if available.

## 21. Site Tidiness

The Contractor shall keep the Site and working area clean and tidy at all times and shall remove all waste and surplus materials from the Site as quickly as possible or as directed by the Representative or the Kodak Alaris Safety Officer. The Contractor is to leave the site working area clean and tidy on completion of Works.

The Representative will inform the Contractor where skips or surplus materials may be temporarily positioned.

Failure by the Contractor to keep or leave the Site clean and tidy will result in Kodak Alaris arranging for this work to be carried out by others and the costs charged to the Contractor.

The Contractor shall not dispose of any materials or substances into any drains or other areas of the site unless authorised to do so by the Representative.

The Contractor shall give notice in writing to the Representative before removing any dangerous or toxic waste from the Site.

## 22. Overtime

Overtime or work outside the normal working hours applicable to the Site shall not be carried out without the written agreement of the Representative.

## 23. Injuries and First Aid

The Contractor shall notify the Representative of all injuries to its employees while on Site and which caused absence from work. In the event of an accident or dangerous occurrence reportable to HM Inspector of Factories the Contractor shall immediately supply a detailed Accident Report to the Representative.

The Contractor shall provide the statutory first aid requirements. On sites where suitable medical facilities are available they may be used by arrangement with the Representative.

## 24. Photographs

The Contractor shall not take photographs at the Site without Kodak Alaris' prior consent in writing.

## 25. Smoking

Smoking is not permitted except in certain areas which will be designated by the Representative.

## 26. Washing Facilities, Toilets and Canteens

If the Contractor is allowed to use Kodak Alaris canteen and toilet facilities the Representative will indicate where these are available and the conditions applicable to their use.

## 27. Confidential Information

You may not at any time, either during or after termination of your work in the Company, disclose to any person or make use of secret or confidential information relating to any of the business carried on by the Company, its holdings, associated or subsidiary companies, which you acquire during your work except insofar as such disclosure or use may be authorised by the Company.