

## 承包商 HSE 责任书 / HSE accountability & protocols

环境保护是人类共同的事业与要求，安全和健康是正常生产的保障。伟巴斯特引入 ISO14001 环境管理体系和 ISO45001 职业健康和安全管理，并不断改善 HSE 行为、为社会做出自己的贡献。同时，我们也要求贵方在为我公司提供产品或服务时，并进而在贵公司的日常运作和在我公司范围内活动时应考虑以下事项：

Environmental protection is the common cause and requirement of mankind. Safety and health are the guarantee of normal production. Webasto are importing ISO14001 and ISO45001 HSE management system, and improve company HSE behavior. Meanwhile, we will ask all contractors have a good performance in HSE. Especially the contractors provide service in our plant. The contractors should follow up safety and environment issues as bellowed:

### 一、安全事项 Safety issues:

1、遵守伟巴斯特的所有职业健康安全规定和要求，符合国家职业健康安全相关法律法规要求。

Obey all Webasto HSE rules and requirements, and comply with national HSE laws and regulations.

2、贵方人员进入我公司范围，须服从本公司内承包商接口人员及第三方物业人员的管理，并指定现场代表负责职业健康安全管理。

All personnel come into our plant, must subject to contractor interface person and third party property management, and appoint field representative to manage onsite.

3、贵方进入本公司内的作业人员必须按规定接受安全生产教育和培训，配置符合国家标准劳动防护用品。

All worker must accept safety training which come into our plant, and wear related PPE which have national certificate.

4、贵方进入本公司内的特种设备须有年检合格证，特种作业人员须按规定持有有效的资格证书。

All special equipment must have annual certificate, and all special operators must have qualified certificate.

5、贵方人员只能在项目规定或指定的工作区域内工作，未经允许不得擅自进入其它区域，否则将被驱逐出厂，并责成贵方严肃处理。

All worker only work in the designated area, and only entry other areas after permit.

6、贵方在携带危险化学品等物品进入本公司内时，须做好管理，在储存、使用危险化学品时，要建立专门的管理规定，采取可靠措施，专人负责。

When contractor take hazard chemicals into our plant, must keep chemical in special storage, and keep safe.

7、贵方在本公司内进行动火、登高、吊装等危险性较大的作业，必须向承包商接口人进行申请，并在承包商接口人检查确认后方可作业。

For fire operations, height operations, lifting operations and other higher risk operations, the contractor should apply to the interface personnel for permit, and operations start only after interface personnel confirmation.

8、贵方在作业过程中发生的各类事故，应及时通知本公司内承包商接口人，并及时调查处理，提交事故报告给本公司。

Any accident happened on operation site, the contractor must report to our interface personnel immediately.

9、贵方负责配置灭火器等消防设施在现场，做好防火。

The contractor should take firefighting preventive actions, and put fire extinguishers in the site.

10、贵方负责为作业人员办理工伤保险，没有办理不得进入本公司内作业。

The contractor shall buy injury insurance for all worker, and worker which come into our plant must have injury insurance.

### 二、环保事项 Environment Issues:

1、遵守伟巴斯特的所有环境规定和要求，符合国家环境相关法律法规要求。

Obey all Webasto HSE rules and requirements, and comply with national HSE laws and regulations.

2、贵方所提供的产品或服务不会使本公司对环境或对本公司的周边环境造成严重影响与危害。

The products or services provided by contractors will not affect or harm around environment.

3、贵方在本公司范围内进行任何作业时遵守本公司的各项环境管理要求与准则，并接受本公司环境管理的监

督。

All operations should obey Webasto HSE rules and requirements, and accept Webasto audit.

4、当贵方在本公司的活动造成污染或紧急状况时，请立即通知本公司承包商接口人。

If environment pollution or any emergency incident happened, please inform Webasto interface personnel immediately.

5、请贵方回收提供给本公司的产品或物品的包装材料，并提高包装材料的利用率。

Please recall packaging materials of products or others, and improve the utilization of packaging.

6、从源头做起，将环境保护的理念与要求贯穿于整体运作中，从设计阶段即考虑环境保护。

From project design, environment protection principle should be considered firstly, and should be obeyed in whole project period.

7、充分考虑 Reduce（减量）、Reuse（再利用）、Recycle（循环）的理念，避免或尽量消减对有害物质的使用，尽可能的减少各类废弃物的产生，尽量采用可回收与重复利用的材料。

Obey the principle of Reduce, Reuse and Recycle, try best to reduce hazard substances usage and production .

8、努力减少运作过程中能源与资源的耗用与浪费。

Try best to decrease the energy usage and waste in the operation.

9、在制造工序中尽量不使用破坏臭氧层的物质。

Don't use substances that destroy the ozone layer in the operation process.

10、发生化学品泄露、火灾等事故时，应及时采取应急措施。

Chemical leakage, fire and other incident, should take emergency actions.

**接收公司名称（加盖公章） Contractor Name:**

签字/Signature By

**日期 Date:**

（注：此文本请将原件加盖公章后返回本公司）

## 职业健康安全与环境保护协议书 HSE Contract

甲方单位(The Buyer): 伟巴斯特车顶供暖系统(上海)有限公司 及所有关联公司  
(甲方) 以下简称甲方 (Part A) Hereinafter referred to as Party A

乙方单位(The Seller):  
(乙方) 以下简称乙方 (Part B) Hereinafter referred to as Party B

为有效地对乙方在甲方和/或其关联公司(关联公司的定义和范围见下文,下称“甲方关联公司”)区域内作业时的环境和安全行为进行管理,明确双方的职责,尽可能地减少由此产生对环境和安全的负面影响,双方在签订经济合同时,同时签订本协议,共同遵守。

In order to manage the HSE behaviors of Party B when working in the area of the Party A and/or Party A's Affiliate (the term "Affiliate" will be defined in the below content, hereinafter referred to as "Party A's Affiliate"), clarify the responsibilities of both sides, reduce the resulting negative effects on the environment and safety as far as possible, the two sides sign this contract at the same time, abide by.

一、项目 Project: 天窗 电池包 充电桩 加热器  
名称 Name: 相关零配件  
范围与内容 Scope and content: 生产制造, 运输及现场服务

二、工作期限 Working period:  
长期

### 三、协议内容 Contract content:

甲乙双方应遵守国家、地方职业健康安全和环境保护方面的法律、法规及其他要求。在作业中,乙方必须注意以下几点:甲方和/或甲方关联公司有权利对乙方活动过程中的环境和安全行为进行检查与督促,如发现乙方活动过程中有违章行为,应要求乙方予以整改,整改措施由乙方提出,并交甲方和/或甲方关联公司审核,合同期间,乙方指派 先生/小姐(电话: )负责工作中的有关职业健康安全和环境管理工作,甲方指派承包商接口人 先生/小姐(电话: )负责联系、督促乙方执行有关规定。

Party A and Party B shall abide by the laws, regulations and other requirements of national and local occupational health, safety and environmental protection. In the operation, Party B must pay attention to the following: Party A and/or Party A's Affiliate have the rights to inspect and supervise Party B's activities. If Party B's violation activities found, Party B must take corrective actions immediately, and get the permit of Party A and/or Party A's Affiliate. During the contract, Party B appoint Mr/miss (Tel: ) to be responsible for the HSE management. Party A appoint Mr/miss (Tel: ) as the interface personnel to be responsible for the contractor management, and supervise Party B's activities in Party A plant.

四、其它未尽事宜,由双方协商解决 Other matters not covered shall be settled by both parties through consultation.

本协议最终解释权归伟巴斯特所有。双方确认,本协议自动适用于甲方和/或甲方关联公司与乙方之间所开展的一切合作以及签署的所有订单、合同或协议。为避免歧义,自乙方签署本协议之日起即视为乙方与甲方和/或甲方关联公司就本协议达成一致并同意在与甲方和/或甲方关联公司的合作过程中受本协议之约束。The final explanation of this agreement shall be owned by the company of Webasto. It is mutually agreed by the parties that this agreement shall be automatically applied to all cooperation between Party A and/or Party A's Affiliate and Party B, as well as all purchase orders, contracts or agreements. For the avoidance of doubt, from the date of signing this agreement, Party B shall be deemed to have reached an agreement with Party A and Party A's Affiliate and agreed to be bound by this agreement in the course of cooperation with Party A and Party A's Affiliate.

关联公司:指任何直接或间接被伟巴斯特车顶供暖系统(上海)有限公司控制、或控制伟巴斯特车顶供暖系统(上海)有限公司、或与伟巴斯特车顶供暖系统(上海)有限公司受共同控制的公司。控制的含义是指拥有选举、或委派董事会多数董事或指示公司管理的权力。为避免歧义,关联公司包括但不限于:伟巴斯特车顶供暖系统(上海)有限公司嘉兴分公司、伟巴斯特车顶供暖系统(上海)有限公司沈阳分公司、伟巴斯特车顶供暖系统(上海)有限公司保定分公司、伟巴斯特车顶供暖系统(上海)有限公司武汉分公司、伟巴斯特车顶供暖系统(上海)有限公司广州分公司、伟巴斯特车顶供暖系统(上海)有限公司烟台分公司、伟巴斯特车顶系统(长春)有限公司、伟巴斯特车顶系统(重庆)有限公司、伟巴斯特车顶系统(盐城)有限公司、伟巴斯特(襄阳)车顶系统有限公司、伟巴斯特(广州)车顶系统有限公司、伟博思通加热制冷技术(北京)有限公司、伟巴斯特

东熙汽车配件（北京）有限公司以及伟巴斯特车顶系统中国有限公司。“Affiliate” means any legal entity which, directly or indirectly, is controlled by , under common control with, or in control of, Webasto (Shanghai) Limited; the term “control” is used in the sense of power to elect or appoint a majority of directors or to direct the management of a company. For the avoidance of doubt, the Affilliate shall include but not limited to Webasto (Shanghai) Co., Ltd. Jiaxing Branch, Webasto (Shanghai) Co., Ltd. Shenyang Branch, Webasto (Shanghai) Co., Ltd. Baoding Branch, Webasto (Shanghai) Co., Ltd. Wuhan Branch, Webasto (Shanghai) Co., Ltd. Guangzhou Branch, Webasto (Shanghai) Co., Ltd. Yantai Branch, Webasto (Changchun) Limited, Webasto (Chongqing) Limited, Webasto Yancheng Ltd, Webasto Xiangyang Co., Ltd, Webasto Guangzhou Co., Ltd, Webasto Thermo & Comfort Technology (Beijing) Co., Ltd., Webasto Donghee Auto Parts (Beijing) Co., Ltd. and Webasto Roof Systems China Limited.

本协议与经济合同同日生效，一式二份，甲乙双方各执一份。This agreement shall come into force on the same day as the economic contract. In duplicate, each party shall hold one copy.

**甲方 Part A:**

伟巴斯特车顶供暖系统（上海）有限公司

Webasto (Shanghai) Limited

伟巴斯特车顶系统（长春）有限公司

Webasto (Changchun) Limited

伟巴斯特车顶系统（重庆）有限公司

Webasto (Chongqing) Limited

伟巴斯特车顶系统（盐城）有限公司

Webasto Yancheng Ltd.

伟巴斯特（襄阳）车顶系统有限公司

Webasto Xiangyang Co., Ltd.

伟巴斯特（广州）车顶系统有限公司

Webasto Guangzhou Co., Ltd.

**乙方 Part B（加盖公章）:**

签字/Signature By:

日期 **Date:**

签字/Signature By:

日期 **Date:**