



ENVIRONMENTAL PROVISIONS

1. By the fulfilment of obligations following from the Contract, the Supplier shall be obliged to strictly observe the applicable regulations regarding safety and health protection at work and to prevent damages, and it undertakes to observe the internal procedures as well as instructions of Orange Slovensko a.s. (hereinafter referred to as **“Orange”**) related to the access to Orange premises.
2. By the performance under the Contract, the Supplier shall be obliged to act in the premises of Orange in a manner not harmful to the environment.
3. By the fulfilment of its contractual obligations, the Supplier shall be responsible for the observance of appropriate licences, regulations and other standards regulating environment protection, and it shall be obliged to inform its employees and/or subcontractors about such regulations.
4. By the execution of all activities, the Supplier undertakes to act in a manner not harmful for the environment in the widest possible scope, particularly in connection with the use of natural resources (energy, water and other resources), raw material and other auxiliary material. It also undertakes to use ecological material, equipment, procedures and technologies, to avoid waste production (using waste-free technologies) and emissions reusing residual material or dispose of them in compliance with regulations on waste and environment protection (waste management, recycling). Moreover, the Supplier undertakes to prevent leakage of chemicals and subsequent pollution of environment (water, air, soil).
5. The Supplier undertakes to observe and require that its subcontractors and all persons under its control observe all applicable legal regulations in SR, EU as well as international standards related to environmentally responsible behaviour, particularly:
 - Act No. 346/2013 Coll. on the Restriction of the Use of Sample of Hazardous Substance in Electrical and Electronic Equipment,
 - Act No. 543/2002 Coll. on Nature and Land Protection,
 - Act No. 364/2004 Coll. on Water,
 - Act No. 79/2015 Coll. on Waste,
 - Act No. 137/2010 Coll. on Air,
 - Act No. 286/2009 Coll. on Fluorinated Greenhouse Gases and on amendments to certain laws,
 - Act No. 321/2012 Coll. on the Protection of the Ozone Layer,
 - Directive 2012/19/EC WEEE on Waste Electrical and Electronic Equipment (in case of deliveries within the European Union),
 - Directive 2011/65/EC ROHS 2 on the Restriction of the Use of Hazardous Substances (in case of deliveries within the European Union),
 - Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) establishing the European Chemicals Agency and on a change and amendment of the directive.
6. In case of ecological damages in the premises of Orange caused (either deliberately or by negligence, through acting or omission) by the Supplier, the Supplier undertakes to ensure immediate remedy including compensation of the damage.
7. The Supplier undertakes to dispose of the waste created in connection with the fulfilment of its obligations under the Contract in the place of performance at its own costs and in compliance with the requirements of applicable legislation. The Supplier shall submit the copies of documents evidencing the way of such waste treatment to Orange.
8. The Supplier undertakes to attend Orange's ecological trainings at the request of Orange. Orange shall require the attendance of the Supplier only in case of need. Afterwards, the Supplier shall instruct all its respective employees/subcontractors.
9. The Supplier as a producer of electronic devices pursuant to Act No. 79/2015 Coll. on Waste, which sets amount of recycling fee concerning such devices shall inform Orange via email recyklatne.poplatky@orange.com about any change of such recycling fee within 3 workdays upon change occurred.
10. In case the Supplier is subject to obligation to pay appropriate charges to Recycling Fund according to applicable legislation (e.g. Act No. 79/2015 Coll. on waste), it undertakes to submit a confirmation of such payment to Orange once per year. All provisions included in this article shall be applied to the Supplier and also to all of its subcontractors.
11. The Supplier delivers to the company Orange goods (products) that are packed in packages pursuant to the Act No. 79/2015 Coll. on Waste, and hereby declares that:
 - a) it properly fulfils and meets all obligations pursuant to applicable law, mainly obligations under the Act on waste as amended as well as all related acts,

- b) it is an obliged person under the Act on waste as amended and that it fulfilled the obligation under § 27 sec. 4 of this Act and is obliged to prove this upon request of Orange within 5 days,
- c) it shall compensate to Orange any damage caused in connection with un-trueness of these declarations or not-fulfilment of its obligation under the valid Act on Waste. The Supplier takes into consideration that as for damage any kind of direct or indirect damage caused to Orange in connection with the breach of this declaration or breach of any obligation under the valid Act on Waste shall be understood.