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**GENERAL PRINCIPLES OF CONDUCTING AND ORGANIZING WORK ON THE PREMISES OF
INTERNATIONAL PAPER - KWIDZYN**

CONTRACTOR IS OBLIGED TO CONFIRM ORDER ACCEPTANCE IN WRITING. Order acceptance means unequivocal acceptance of the general principles of conducting work on the premises of IP-Kwidzyn stipulated in ATTACHMENT No. 9/PS-12 (confirmation by persons authorized to represent the company in contact with external customers, in accordance with the entries in relevant court registers or economic activity records). Only the confirmations meeting the above-mentioned requirements shall form grounds for work commencement.

General principles and responsibility connected with conducting and organizing repair works and provision of various services on the premises of IP-Kwidzyn by external contractors hereinafter referred to as the Contractor are presented below. The principles below apply also to Subcontractors. The Contractor is responsible for the fulfillment of all obligations stipulated in the order including works carried out by Subcontractors. The Contractor may not enter the premises of IP-Kwidzyn accompanied by a Subcontractor without a written consent of the Contracting Party.

1. Prior to the commencement of works the Contractor is obliged to:

- 1.1. Become acquainted with internal safety, fire protection, environmental protection and other procedures connected with the execution of works.
Taking photographs, filming, making drawings or any other way of recording the image of IP-Kwidzyn facilities without a written consent is forbidden.
- 1.2. Become acquainted with the conditions of work performance on a given site, necessary safety measures and provide the employees at its own expense with personal protection equipment including hard hats, safety goggles and ear plugs.
 - 1.2.1. Provide the employees (at least one employee per group) working in H₂S hazard zones with individual H₂S detectors. Occasionally, in the event of low intensity of works H₂S detectors can be borrowed from site managers.
- 1.3. Provide:
 - A/ ·copies of valid group life insurance,
 - B/ ·copies of valid accident insurance,
 - C/ ·copies of valid Contractor’s insurance against illicit acts of third parties,
 - D/ ·copies of valid civil liability insurance of means of transport and equipment.
- 1.4. Apply for temporary passes for the employees. The Contractor shall oblige the employees to possess other identity documents apart from the temporary passes when entering the premises of IP-Kwidzyn.
 - 1.4.1. Passes are issued based on a declaration on employee training included in the ‘General Training in Safety and Environmental Protection’ form.
- 1.5. If necessary, the Contractor should apply for passes for means of transport and mobile equipment and permits for putting up temporary containers, bunkhouses or other facilities on the premises of IP-Kwidzyn – templates can be obtained from a supervision inspector or contact person from IP-Kwidzyn.
- 1.6. Prepare a detailed list of materials, tools, equipment and other objects brought into the premises of IP-Kwidzyn. Those objects (including containers, bunkhouses and other facilities) should be clearly marked with a company name, excluding materials which cannot be marked. The Contracting Party shall not be responsible for securing the above-mentioned property of the Contractor located on the premises of IP-Kwidzyn in bunkhouses or storage rooms. The Contractor’s Manager designated in an order acceptance confirmation shall be responsible for securing the materials.
 - 1.6.1. **To improve the monitoring of repair work equipment entering and leaving the premises of IP Kwidzyn the following rules should be observed:**
 - Prior to leaving the premises of IP–Kwidzyn: Person responsible for loading the assets which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous, notifies the mill security service of the place and date of loading at least 8 hours prior to loading.
 - Entering the premises of IP–Kwidzyn: In the course of repair works carried out during a mill outage, a representative of an external company should notify the mill security service (phone No. 55 610 84 41) of the date of delivery of assets which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous at least 24 hours prior to planned delivery.

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In order to improve the preparation of documentation by the mill security service specifications of the property entering the premises of IP Kwidzyn can be emailed in advance to the following address: dzsoip@ekotrade.com.pl (email address of a shift leader).

- Leaving the premises of IP –Kwidzyn: Upon completion of outage works the manager of an external company may notify the mill security service of the date and place of loading the assets which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous at least 24 hours prior to loading (phone No. 55 610 84 41 or e-mail: dzsoip@ekotrade.com.pl).

- 1.7. Contractors are responsible for organizing trainings in health, safety and environmental protection procedures applicable in IP-Kwidzyn. Prior to the commencement of works the Contractor should provide an IP-Kwidzyn coordinator with a list of trained employees and risk assessments for the employees who are to perform the works.
- 1.8. The Contractor should designate a supervising employee authorized to contact the Contracting Party and make decisions concerning problems arising in the course of the performance of works.
- 1.9. The Contractor should have its employees trained by IP-Kwidzyn site managers or persons designated by site managers to ensure that they are familiar with the principles of conducting works on site.
- 1.10. The Contractor should obtain permission to organize contractor's temporary facilities, put up containers and equipment in a designated area and display permission to lay foundations or erect garages.
- 1.11. The Contractor should agree with the investor on the method of handling the waste generated in the course of works. Unless agreed otherwise, the Contractor as the party generating the waste shall be responsible for the disposal of generated waste. The Contractor is responsible for the disposal of own hazardous waste as well as waste specific to performed works, e.g. paint and chemicals containers, overalls, personal protection equipment, used brushes, etc.

2. During the works the Contractor is obliged to:

- 2.1. Notify the site manager or person designated by the site manager of the commencement and completion of works.
- 2.2. Maintain order on site and in contractor's temporary facilities.
- 2.3. Use personal protection equipment, hard hats and safety goggles.
- 2.4. Report any hazards to the site manager or person designated by the site manager and Supervision Inspector.
- 2.5. Comply with health, safety, environmental protection and fire regulations, obtain permissions for hot work and enclosed space work (tanks, chambers, etc.).
- 2.6. For hot work use own certified firefighting equipment (fire extinguishers, fire units) and necessary protection equipment (fireproof blankets, screens). The Contractor is forbidden to use firefighting equipment constituting the property of IP-Kwidzyn.
- 2.7. Observe the obligation to remain sober as well as the ban on smoking applicable on the premises of IP-Kwidzyn.
- 2.8. Park any means of transport and equipment only in the specially designated areas.
- 2.9. Install and maintain at its own cost work site enclosure. In the event of the failure to install the enclosure the Contractor shall pay the Contracting Party a contractual fine in the amount of **PLN 100,00**, which shall not release the Contractor from liability for damages in virtue of the damages resulting from the failure to observe the above-mentioned obligation.
- 2.10. Without delay respond to reservations and comments in the Work Log and immediately comply with safety and fire instructions given by the safety and fire services, safety coordinators and site supervisors. In the event of the Contractor's behavior constituting a threat to life and limb, the above-mentioned persons shall have the right to suspend the works until the situation is remedied and impose a contractual fine on the Contractor according to the type and significance of the offence. The amounts of contractual fines are specified in the Table of Contractual Fines constituting attachment No. 10 to IP-Kwidzyn's Health, Safety and Environmental Protection Regulations for the Contractors. Contractual fines shall be paid on the basis of reports on the control of the compliance with safety and environmental protection regulations presented to the Contractor whose employees committed an offence. Fines shall be in the form of debit notes deducted from the next partial invoice and in the event of the failure to issue the partial invoice - the collective invoice.
- 2.11. Waste generated during the work should be selectively collected in specially designated and marked containers. The place and method of waste collection shall be indicated by the site manager. Hazardous waste, in accordance with the **Act on Waste** of 14 December, 2012 (Journal of Laws of 2013, item 21), should be collected selectively and disposed of according to applicable law. Collecting hazardous waste together with other types of waste, using generally accessible municipal waste containers for the purpose of collecting hazardous waste or abandoning waste on the premises of IP-Kwidzyn is forbidden.

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2.12. Keeping records and disposal of waste:

2.12.1. Responsibilities of the repair and demolition Contractor:

- 2.12.1.1. If the parties establish that the Contractor is the party generating waste, the Contractor is responsible for taking the waste away from the premises of IP-Kwidzyn.
- 2.12.1.2. The Contractor as the party generating waste is obliged to keep records of the waste according to applicable law.
- 2.12.1.3. The cost of waste disposal and waste transfer for storage or further use shall be incurred by the Contractor.
- 2.12.1.4. The party generating waste takes away the waste based on a Memo issued by the Contracting Party. The Memo constitutes permission to transport the waste through the mill gate.
- 2.12.1.5. If a small amount of waste is generated the Contractor is obliged to segregate and transport the waste to the area on the premises of IP-Kwidzyn indicated by the Contracting Party.

2.13. Observing the rules of motor traffic on the premises of IP–Kwidzyn.

- 2.13.1. The Contractor and persons performing the subject of the contract, in particular the employees and sub-contractors, are obliged to observe the order and safety rules applicable on the premises of IP-Kwidzyn, in particular traffic regulations and traffic signs.
- 2.13.2. The parties jointly represent that they are aware that the purpose of the above-mentioned obligation imposed by IP Kwidzyn on the Contractor is to protect the property and safety of IP-Kwidzyn employees and minimize the risk of damages that may be incurred by each of the parties.
- 2.13.3. In the event of a breach of the above-mentioned obligation by the Contractor or person engaged in the performance of the subject matter of the agreement on behalf of the Contractor resulting in a road accident, the contractor shall be obliged to pay IP-Kwidzyn a contractual fine in the amount of **PLN 500,00**. The above-mentioned fine shall be in the form of a debit note deducted from the next partial invoice and in the event of the failure to issue the partial invoice - the collective invoice.
- 2.13.4. The fine shall be paid on the basis of a Daily Report prepared by the mill security service (signed by a driver).
- 2.13.5. The payment of the contractual fine shall not exclude criminal liability (for a traffic offence) of the person who caused the accident as well as the Contractor's liability for any damages according to general provisions of law.

3. Upon completion of works the Contractor is obliged to:

- 3.1. Put in order the work site and contractor's temporary facilities.
- 3.2. Notify of the completion of works in writing.
- 3.3. Participate in the commissioning.
- 3.4. Present proof of the disposal of waste (specified in the memorandum of understanding) generated during the fulfillment of the order, otherwise the acceptance protocol shall not be signed.
- 3.5. The Contractor shall be liable for damage to the environment in connection with the Contractor's stay on the premises of IP Kwidzyn, including the cost of remedial action. This applies in particular to the pollution of soil, groundwater and Liwa River as a result of uncontrolled discharge of contaminants into the storm water drainage.

4. Responsibility of the Contractor:

- 4.1. Acting on the basis of art. 17 paragraph 1 of the Act of 26 October 1982 on Upbringing in Sobriety and Counteracting Alcoholism ([Journal of Laws of 2018, item 2137 and 2244](#) and [Journal of Laws of 2019, item 730](#)) the Contractor authorizes, in accordance with art. 17 paragraph 3 of the Act, the Contracting Party's facility security personnel to test the sobriety of the Contractor's employees [using the AlcoBlow tester](#).
- 4.2. [If the AlcoBlow tester shows the presence of alcohol in the sample of breath of an employee of the Contractor, the Contracting Party's facility security personnel shall refer the matter to the Police to determine the alcohol content in the employee's body.](#)
- 4.3. [In each case of finding by the Police that a Contractor's employee is in the state after the consumption of alcohol or the state of intoxication \(confirmed by a certified copy of the sobriety test report or a certified copy of the laboratory blood analysis \(test\) report submitted by the Police\), the Contractor shall pay the Contracting Party a contractual fine in the amount of PLN 5000,00 \(five thousand polish zlotys\) per each employee who breached the obligation to remain sober.](#)

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The contractual fine shall be in the form of a debit note deducted from the next partial invoice and in the event of the failure to issue the partial invoice - the collective invoice. In the event of completion of the ordered works, the Contractor authorizes the Contracting Party to issue an invoice or debit note in the amount of the said contractual fine. The basis for charging the fine shall be a copy of the sobriety test report certified by the Police or a certified copy of the blood laboratory analysis report.

The state after the consumption of alcohol occurs when the alcohol content in the body is or leads to:

- 1) concentration in blood from 0.2 ‰ to 0.5 ‰ of alcohol or
- 2) presence in the exhaled air from 0.1 mg to 0.25 mg of alcohol in 1 dm³.

The state of intoxication occurs when the alcohol content in the body is or leads to:

- 1) concentration in blood above 0.5 ‰ of alcohol or
- 2) presence in the exhaled air above 0.25 mg in 1 dm³.

The Contractor's employees who have breached the obligation to remain sober (presence in the exhaled air from 0.1 mg of alcohol in 1 dm³ or concentration in blood from 0.2 ‰ of alcohol) shall be forbidden to enter the facility and put on the no entry list for a period of 12 months from the date of conducting the sobriety test by the Police.

- 4.4. Notwithstanding the contractual fine referred to in point 4.3., the Contracting Party reserves the right to charge the Contractor with the full costs of the blood laboratory test of the Contractor's employee/ employees of its Subcontractors, incurred by the Contracting Party or the Police. At the same time, the Contractor authorizes the Contracting Party to reduce the next partial or collective invoice or to issue an invoice or debit note by the Contracting Party, after the Contractor has completed the order, by the equivalent of the laboratory test indicated by the Police or the medical laboratory of a health care facility.
- 4.5. In connection with art. 62 of the Act of 29 July 2005 on Counteracting Drug Addiction (consolidated text Journal of Laws of 2019, item 852) the Contractor, pursuant to Art. 17 paragraph 3 of the Act of 26 October 1982 on Upbringing in Sobriety and Counteracting Alcoholism (Journal of Laws of 2018, item 2137 and 2244 and Journal of Laws of 2019, item 730) authorizes the Contracting Party's facility security personnel to carry out on its behalf testing of the Contractor's employees – determine the presence of substances having a similar effect to alcohol using the DrugTest analyzer.
- 4.6. In each case when the DrugTest analyzer finds the presence of substances having a similar effect to alcohol in the body of the Contractor's employee who undertakes professional or official activities or drives a vehicle, the security service of the Contracting Party's facility shall refer the matter to the Police in order to take legal actions provided for in separate provisions.
- 4.7. **In the event of identifying and specifying by the security service of the Contracting Party's facility or the Police the presence of substances having a similar effect to alcohol in the body of the contractor's employee (confirmed by the DrugTest analyzer or a certified copy of the saliva test report submitted by the Police or a certified copy of the blood laboratory analysis report) the Contractor shall pay the Contracting Party a contractual fine in the amount of PLN 5000,00 (five thousand polish zlotys) per each employee under the influence of substances having a similar effect to alcohol.**

The contractual fine shall be in the form of a debit note deducted from the next partial invoice and in the event of the failure to issue the partial invoice - the collective invoice. In the event of completion of the ordered works, the Contractor authorizes the Contracting Party to issue an invoice or debit note in the amount of the said contractual fine. The fine shall be imposed on the basis of a report on the saliva test – carried out by the security service of the Contracting Party's facility or a copy of the saliva test report certified by the Police or a certified copy of the blood laboratory analysis report.

The Contractor's employees who breach the obligation to remain sober (finding substances having a similar effect to alcohol in the employee's body) shall be forbidden to enter the premises of IP Kwidzyn and put on the no entry list for a period of 12 months from the date of conducting the test.

- 4.8. Notwithstanding the contractual fine referred to in point 4.7., the Contracting Party reserves the right to charge the Contractor with the full costs of the blood laboratory test of the Contractor's employee/ employees of its Subcontractors, incurred by the Contracting Party or the Police. At the same time, the Contractor authorizes the Contracting Party to reduce the next partial or collective invoice or to issue an invoice or debit note by the Contracting Party, after the Contractor has completed the order, by the equivalent of the laboratory test indicated by the Police or the medical laboratory of a health care facility.

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- 4.9. Non-compliance of the Contractor's employees with the safety, environmental protection, fire and traffic regulations, and in particular those concerning smoking in prohibited areas, using naked flame, carrying out works posing fire hazard without permission as well as non-compliance with these 'General Principles of Conducting Work,' may be considered by the Contracting Party, depending on the circumstances, a breach of the terms of the agreement and form grounds for taking away the employee's pass and putting the employee on the list of persons that are not allowed to enter the premises of IP Kwidzyn.
- 4.10. The Contractor shall pay the Contracting Party a fine (debit note) in the amount of **PLN 10.000,00** in the event of posing a fire hazard (ignition).
- 4.11. The Contractor shall cover the entire losses resulting from non-compliance with fire regulations, including the costs of removing the effects of a fire (ignition) if the Contractor is stated as the party responsible for the fire in a damage report signed by both parties.
- 4.12. In the event of disclosing that the contractor's employees have taken away the property of IP-Kwidzyn or the companies having their seats on the premises of IP Kwidzyn, the Contractor shall cover the entire losses and pay the Contracting Party a fine (debit note) in the amount of **PLN 5.000,00** per incident. The Contractor authorizes the Contracting Party to deduct the amount of the loss and fine from the next partial or collective invoice. The fine shall be imposed on the basis of a formal memorandum written by the facility security service. Employees of the Contractor who have taken away any property **shall be forbidden to enter the facility and put on the no entry list for a period of 12 months.**
- 4.13. The Contractor shall be obliged to pay the contractual fine referred to above if the violation is committed by an employee of its Subcontractor.

5. Terms of guarantee and fines:

- 5.1. The Contractor grants a 12-month guarantee for completed works as of the date of signing the acceptance protocol by both parties (unless a signed order form states otherwise).
- 5.2. Faults occurring during the guarantee period shall be repaired by the Contractor immediately after notification.
- 5.3. In the event of a delay or fault in the performance of the agreement the Contracting Party reserves the right to impose contractual fines in the amount of 0.3 % (or as stipulated in the order) of order value per each day of delay and 0.3% (or as stipulated in the order) of order value per each day of delay in the repair of discovered faults as of the agreed deadline for repairing the faults.
- 5.4. Regardless of the contractual fines the Contracting Party may claim compensation exceeding a contractual fine according to general provisions of law.

6. In matters not regulated in this attachment provisions of the Civil Code shall apply.