

MM Kwidzyn sp. z o.o.	Attachment no. 9 to PS-12	Page	
	General Principles of Conducting Work	Number of pages	Page number
		5	1

**Version 8**

**GENERAL PRINCIPLES OF CONDUCTING AND ORGANIZING WORK ON THE PREMISES OF  
MM Kwidzyn sp. z o.o.**

**THE 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 MM Kwidzyn sp. z o.o. 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 the commencement of works.**

**General principles and responsibility connected with conducting and organizing repair works and provision of various services on the premises of MM Kwidzyn sp. z o.o. 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 MM Kwidzyn sp. z o.o. 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 the facilities of MM Kwidzyn sp. z o.o. without a written consent is forbidden. Non-compliance with this ban constitutes a gross violation of employee duties. Authorization for the above is granted by the Board of MM Kwidzyn sp. z o.o.**
- 1.2. Become acquainted with the conditions of the performance of works 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. The Contractor is obliged to provide the employees (at least one employee per group) working in H<sub>2</sub>S hazard zones with individual H<sub>2</sub>S detectors. Occasionally, in the event of low intensity of works H<sub>2</sub>S 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 to the supervision inspector with a relevant application for temporary passes for the Contractor's employees. The Contractor shall oblige the employees to possess the issued passes when entering the premises of MM Kwidzyn sp. z o.o., a temporary pass is valid with an identity document.
  - 1.4.1. Temporary passes are issued based on a completed obligatory OHS training.
- 1.5. If necessary, the Contractor should apply to the supervision inspector with a relevant application for issuing temporary passes for entering the premises by a vehicle and temporary passes for placing a container on the premises of MM Kwidzyn sp. z o.o.
- 1.6. Prepare a detailed entry of materials, tools, equipment and other objects brought into the premises of MM Kwidzyn sp. z o.o. 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 MM Kwidzyn sp. z o.o. 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, tools, materials and other devices entering and leaving the premises of MM Kwidzyn sp. z o.o. the following rules should be observed:**
    - Prior to leaving the premises of MM Kwidzyn sp. z o.o.: A representative of the Contractor or a person responsible authorized by the Contractor notifies the mill security service about an expected loading of assets of the Contractors, which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous, indicating the date of leaving the premises (phone No.: (55) 610 84 41). The information shall be provided at least 8 hours prior to loading.

MM Kwidzyn sp. z o.o.	<b>Attachment no. 9 to PS-12</b>	Page	
	<b>General Principles of Conducting Work</b>	Number of pages	Page number
		5	2

### Version 8

- Entering the premises of MM Kwidzyn sp. z o.o.: Before and in the course of repair works carried out during a mill outage, a representative of the Contractor should notify the mill security service (phone No. 55 610 84 41) of the date of delivery of assets of the Contractor, which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous, at least a day (24 hours) prior to planned delivery. In order to improve the preparation of documentation by the mill security service specifications of the property entering the premises of MM Kwidzyn sp. z o.o. can be emailed in advance to the following address: [dowodcazmiany@ekotrade.com.pl](mailto:dowodcazmiany@ekotrade.com.pl) (email address of a shift leader).
- Leaving the premises of MM Kwidzyn sp. z o.o.: Upon completion of outage works, a representative of the Contractor should notify the mill security service (phone No. 55 610 84 41) of the date of delivery of assets of Contractors which are difficult to inspect at the mill gate or the inspection of which is technically impossible or hazardous at least a day (24 hours) prior to planned delivery. In order to improve the preparation of documentation by the mill security service specifications of the property entering the premises of MM Kwidzyn sp. z o.o. can be emailed in advance to the following address: [dowodcazmiany@ekotrade.com.pl](mailto:dowodcazmiany@ekotrade.com.pl) (email address of a shift leader).

- 1.7. Training on OHS and environmental protection rules at MM Kwidzyn sp. z o.o. are conducted by the Health and Safety Department of MM Kwidzyn in the form of stationary training on the premises of the plant. If the contractor has to be trained within the same period of min. 25 employees, there is a possibility, after agreeing with the H&S Department of MM Kwidzyn, to organize such training at the contractor's premises. Health and safety training for contractors, regardless of the form, is free of charge.
- 1.8. The Contractor should designate a supervising employee, a person permanently staying on site of the performed works, authorized to contact and make decisions concerning problems arising in the course of the performance of works.
- 1.9. 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.
- 1.10. 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 a person designated by the site manager, e.g. in the control room, of the commencement and completion of works.
- 2.2. Maintain order on site and in the Contractor's temporary facilities.
- 2.3. Use the required personal protection equipment.
- 2.4. Report any hazards to the site manager/a person designated by the site manager and a designated OHS Coordinator for the Contractors, as well as to the Supervision Inspector.
- 2.5. Comply with health, safety, environmental protection and fire regulations, obtain permissions for the performance of particularly hazardous works.
- 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 MM Kwidzyn sp. z o.o.
- 2.7. Observing the prohibition on bringing in, possessing and consuming alcohol and alcohol-like agents and being in a state indicating a state after consumption of alcohol, state of intoxication or the presence in the organism of alcohol-like agents, and the prohibition on smoking tobacco products and electronic cigarettes outside the designated places, in force on the entire premises of MM Kwidzyn sp. z o.o.
- 2.8. Park any means of transport and equipment only in the specially designated areas.
- 2.9. Install and maintain at its own cost repair work site enclosure and fencing. In the event of the failure to install the enclosure/fencing the Contractor shall be imposed with a debit note in accordance with the table of contractual penalties.
- 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

<b>MM Kwidzyn sp. z o.o.</b>	<b>Attachment no. 9 to PS-12</b>	<b>Page</b>	
	<b>General Principles of Conducting Work</b>	Number of pages	Page number
		5	3

## Version 8

type and significance of the offence. The amounts of contractual fines are specified in the Table of Contractual Fines constituting Attachment No. 45 to MM 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 works 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 MM Kwidzyn sp. z o.o. is forbidden.
- 2.12.** Consciously use the energy utilities used to provide services to MM Kwidzyn sp. z o.o. Suppliers should know what determines the energy consumption and how to manage it optimally so that the effects of their operations are as low as possible for the environment. Suppliers should make efforts to ensure that their processes take place with the lowest possible energy demand, including building a competitive advantage through its optimal consumption. Suppliers should, where possible, promote the procurement of energy-efficient machinery and equipment and improve their energy performance through proper use.

### **3. Keeping records and disposal of waste:**

- 3.1.** Responsibilities of the repair and demolition Contractor:
  - 3.1.1. 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 MM Kwidzyn sp. z o.o.
  - 3.1.2. The Contractor as the party generating waste is obliged to keep records of the waste according to applicable law.
  - 3.1.3. The cost of waste disposal and waste transfer for storage or further use shall be incurred by the Contractor.
  - 3.1.4. 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 of MM Kwidzyn sp. z o.o.
  - 3.1.5. 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 MM Kwidzyn sp. z o.o. indicated by the Contracting Party.

### **4. Observing the rules of motor traffic on the premises of MM Kwidzyn sp. z o.o.**

- 4.1.** 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 MM Kwidzyn sp. z o.o., in particular traffic regulations, and to strictly respect traffic signs and signals. Failure to adhere to the traffic regulations may result in charging contractual penalties in accordance with Attachment no. 45 to the General OHS Instructions PO 03/01, where points 5 and 6 define penalties for the breach of rules of traffic in transport and road traffic. Charged penalties are issued 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.
- 4.2.** The parties jointly represent that they are aware that the purpose of the above-mentioned obligation imposed by MM Kwidzyn sp. z o.o. on the Contractor is to protect the property and safety of MM Kwidzyn sp. z o.o. employees and minimize the risk of damages that may be incurred by each of the parties.
- 4.3.** The fine shall be paid on the basis of a Daily Report prepared by the mill security service (signed by a driver).
- 4.4.** 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.

### **5. Upon completion of works the Contractor is obliged to:**

- 5.1.** Put in order the work site and contractor's temporary facilities.
- 5.2.** Notify of the completion of works in writing.
- 5.3.** Participate in the commissioning.
- 5.4.** 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.
- 5.5.** The Contractor shall be liable for damage to the environment in connection with the Contractor's stay on the premises of MM Kwidzyn sp. z o.o., 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.

MM Kwidzyn sp. z o.o.	Attachment no. 9 to PS-12		Page	
	General Principles of Conducting Work		Number of pages	Page number
			5	4

**Version 8**

## 6. Responsibility of the Contractor:

- 6.1.** In order to ensure the necessary protection of life and health of employees and other persons and the protection of property on the premises of MM Kwidzyn sp. z o.o., MM Kwidzyn sp. z o.o., introduces, pursuant to the Act of 1 December 2022 amending the Act – Labour Code and certain other acts (Journal of Laws of 2023, item 240) and the Act of 26 October 1982 on Upbringing in Sobriety and Counteracting Alcoholism (consolidated text of Journal of Laws of 2023, item 165, as amended) and the Regulation of the Minister of Health of 16 February 2023 on tests for the presence of alcohol or alcohol-like agents in the organism of an employee (Journal of Laws of 2023, item 317), sobriety tests and tests for the presence of alcohol-like agents comprising:
- preventive testing, and
  - testing when there is a reasonable suspicion that an employee of the Contractor has reported for work in a state indicating consumption of alcohol, a state of intoxication or the presence in the body of alcohol-like agents, or has consumed alcohol or taken alcohol-like agents while at work.
- 6.2.** Tests shall be carried out upon entry to the premises of MM Kwidzyn sp. z o.o., after the Contractor's employees have reported for work, but before they start work, as well as during work, subject to the situation referred to in point 6.1. letter b, when the tests shall be carried out immediately after a reasonable suspicion has arose.
- 6.3.** Tests may be carried out on any day of the week, on days and at times selected by the Employer, subject to the situation described in point 6.1(b), when the test shall be carried out immediately after a reasonable suspicion has arose, as often as necessary.
- 6.4.** The tests referred to in point 6.1 shall be carried out by the Ordering Party's security staff using methods that do not require laboratory testing, using the following equipment:
- breath analyser – alcohol testing, by infrared spectrometry or oxidation electrochemical method (Dräger Alcotest 9510, Dräger Alcotest 6820, Lion AlcoBlow),
  - an agent analyser – a device for the immunological determination of alcohol-like agents from a saliva sample (Dräger DrugTest 5000).
- 6.5.** Tests shall be conducted in a manner that does not violate the dignity and other personal rights of the Contractor's employees.
- 6.6.** The test referred to in point 6.1 may also be carried out by the Police, at the request of the Employee or an employee of the Contractor.
- 6.7.** Definitions:
- alcohol** – a product intended for consumption containing ethyl alcohol of agricultural origin in a concentration exceeding 0.5% alcohol by volume;
  - no presence of alcohol** – cases where the alcohol content in the body, as identified by a test, does not reach, or does not lead to, values indicative of a state after consumption of alcohol;
  - state after consumption of alcohol** – an alcohol content in the body amounting to or leading to:
    - a concentration in blood of between 0.2‰ and 0.5‰ of alcohol, or
    - presence in exhaled air of 0.1 mg to 0.25 mg of alcohol in 1 dm<sup>3</sup>;
  - intoxication** – alcohol content in the organism amounting to or leading to:
    - a concentration in blood of more than 0.5‰ of alcohol, or
    - presence in exhaled air of more than 0,25 mg of alcohol per 1 dm<sup>3</sup>;
  - alcohol-like agents** – alcohol-like agents, which include opioids, amphetamine and its analogues, cocaine, cannabinoids and benzodiazepines;
  - no presence of alcohol-like agents** – the demonstration by the agent analyser of the absence in the body of alcohol-like agents.
- 6.8.** The detailed technical and organisational rules for testing for alcohol and testing for the presence in the bodies of the Contractor's employees of alcohol-like agents are set out in Procedure PO 02/04 – Testing for the presence of alcohol and alcohol-like agents, in force on the Employer's premises. The procedure is available at the Ordering Party's registered office.
- 6.9.** **Whenever a state after consumption of alcohol or a state of intoxication or the presence of alcohol-like agents is detected in the organism of a Contractor's employee, as confirmed by information from a breathalyser test or information from a test for the presence of an alcohol-like agent, drawn up by the Ordering Party's security personnel or written information submitted by the Police, the Contractor shall pay the Ordering Party a contractual penalty in the amount specified in Appendix No. 45 - "Table of Contractual Penalties" to Procedure PO 03/01 - General Instruction - Occupational Health and Safety, for each employee.**

<b>MM Kwidzyn sp. z o.o.</b>	<b>Attachment no. 9 to PS-12</b>		Page	
	<b>General Principles of Conducting Work</b>		Number of pages	Page number
			5	5

**Version 8**

The said penalty issued in the form of a debit note shall reduce the next partial invoice and, in the event that no such invoice is issued, the final invoice. If the work that is the subject of the contract is completed, the Contractor authorises the Ordering Party to issue an invoice or debit note in the amount of the said penalty. The penalty shall be calculated based on information on the course of the testing drawn up by the Employer's security personnel and, in the case of a test conducted by the Police, written information on the course of the testing or information on the result of the laboratory analysis of blood or urine submitted by the law enforcement agency.

- 6.10. The Ordering Party may refrain from charging the Contractor with the contractual penalty referred to in point 6.9. in the event that the Contractor notifies the security personnel of the Ordering Party's facility about a justified suspicion that an employee of the Contractor has reported for work or is staying on the premises of MM Kwidzyn sp. z o.o. in a state indicating the presence in their organism of alcohol or alcohol-like agents.
- 6.11. Employees of the Contractor whose test result indicates a state after consumption of alcohol or a state of intoxication or the presence in their organism of alcohol-like agents will be entered in the register of the ban on entering the premises of MM Kwidzyn sp. z o.o. for a period of 12 months from the date of the test.
- 6.12. Whenever a state after consumption of alcohol or a state of intoxication of a Contractor's employee driving a vehicle or the presence of alcohol-like agents in the organism of a Contractor's employee is identified, the Ordering Party's security officer will refer the case to the Police in order to take legal action as provided for in separate regulations.
- 6.13. 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 MM Kwidzyn sp. z o.o.
- 6.14. 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).
- 6.15. 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.
- 6.16. In the event of disclosing that the contractor's employees have taken away the property of MM Kwidzyn or the companies having their seats on the premises of MM Kwidzyn sp. z o.o., 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.
- 6.17. The Contractor shall be obliged to pay the contractual fine referred to above if the violation is committed by an employee of its Subcontractor.

**7. Terms of guarantee and fines:**

- 7.1. 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).
- 7.2. Faults occurring during the guarantee period shall be repaired by the Contractor immediately after notification.
- 7.3. 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.
- 7.4. Regardless of the contractual fines the Contracting Party may claim compensation exceeding a contractual fine according to general provisions of law.

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

The end