

<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 1 / 17</b>
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## Safety and Technical Performance Terms and Conditions for the Site of MONDI Štětí a.s.

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## Table of Contents

<b>1</b>	<b>General Provisions</b>
<b>2</b>	<b>Training</b>
<b>3</b>	<b>Site Entry Requirements, Physical Security and Contractual Penalties for the Breach Thereof</b>
<b>4</b>	<b>Professional Competence and Medical Fitness for the Contract Work Performance</b>
<b>5</b>	<b>Occupational Health and Safety and Fire Protection</b>
<b>6</b>	<b>Transport and Movement within the Site</b>
<b>7</b>	<b>Environmental Protection</b>
<b>8</b>	<b>Terms and Conditions for the Contract Work Performance and the Contractor's Technical Equipment</b>
<b>9</b>	<b>Consequences</b>

## LIST OF ABBREVIATIONS/TERMS

OHS	:	Occupational Health and Safety
FP	:	Fire Protection
EP	:	Environmental Protection
STTC	:	Safety and Technical Terms and Conditions
PPE	:	Personal Protective Equipment
ID	:	Identity Card
LPN	:	License Plate Number
a.a.	:	As amended
TP	:	Technological Procedure
PSSP	:	Private Security Service
CHMs	:	Chemical Mixtures
CHSs	:	Chemical Substances
ILP	:	Installation Logistics Project
ABD	:	As-built Drawings
BS	:	Building Structure
CVCEP	:	Construction Works for Civil Engineering Projects
TS	:	Technological Set

## 1 GENERAL PROVISIONS

**1.1** Safety and Technical Performance Terms and Conditions for MONDI Štětí a.s. (hereinafter referred to as the STPTC) constitute an inseparable part of the Contract with respect to contractual performance within the Client's premises. This document specifies the requirements set out in Annex J1 to the Contract. The Client's site and the site of MONDI Štětí a.s. shall mean the site of Mondi Štětí, at Litoměřická 272, District of Litoměřice, Postcode 411 08. References to localities, premises, structures, workplaces, plants or facilities of the Client or MONDI Štětí a.s. shall each time mean also all localities, premises, structures, plants, workplaces or facilities of the Client and MONDI Štětí a.s. as well as of other Mondi companies.

**1.2** The Client shall mean Mondi that is referred to as the Client in the Contract. The Contractor shall exercise its rights and obligations through an authorised person specified in the Contract – **an authorised person of the Client, authorised employee or technical supervisor as specified in the STPTC.**

**1.3** The Contractor shall mean the contractor of the work, person executing repairs, maintenance, repair or maintenance of an object, a person carrying out works, service provider (including all subcontractors). The Client shall exercise its rights and obligations through an authorised person of the Contractor that shall be constantly present throughout the performance of the contract work and that shall be a partner to the authorised person of the Client during the contractual performance logistics and when dealing with matters associated with the performance of the contract work, and that is referred to in the Contract as an **authorised person of the Contractor.**

**1.4** The Contractor shall agree the method of communication at workplace with the relevant employee of the Client, or a person designated by the Client. If two-way radios need to be used, the relevant frequencies as well as call signs shall be consulted beforehand with a competent person of the Client for a particular order or contract.

## 2 TRAINING

**2.1** The Contractor is obliged to ensure that all its employees shall, before entering the site of MONDI Štětí a.s. for the purposes of contractual performance, undergo initial training, periodic trainings and/or short-term work training

as well as specific training for the given plant in order to obtain and/or, where appropriate, maintain general eligibility for entry and safe movement, presence and contractual performance within the premises of MONDI Štětí a.s.

**2.2** The Contractor is obliged to send a list of employees coming to Mondi Štětí for OHS training including an employee's name, surname and date of birth at least two business days prior to their arrival to the following email address: [Lucie.Stankova@mondigroup.com](mailto:Lucie.Stankova@mondigroup.com)

**2.3** The purpose of the training is to acquire general competence for the performance of activities within the premises of MONDI Štětí a.s. The training focuses on specific requirements for the performance of the contract work on the premises and at workplaces of MONDI Štětí a.s. The training includes the following topics: occupational health and safety, fire protection, major accident prevention and environmental protection.

**2.4** Basic initial training is expected to last one hour. Periodic training is expected to last ca one hour. Periodic training is repeated every twelve months. The employees are obliged to complete periodic training prior to the lapse of this time. Otherwise, such Contractor's employees shall not be allowed to enter the Client's site or perform work or services for the Client.

**2.5** The training is completed by a written test (exit test). The trainer shall issue a certificate of successful training completion, which is a necessary prerequisite for issuing an entry card and a LOTO card allowing the employees to enter and work at the workplace.

**2.6** The Contractor is obliged to ensure that its employees successfully complete entry tests. The Contractor is obliged to ensure that those of its employees who did not undergo the initial or periodic training and entry tests or failed to successfully complete entry tests, be not allowed to enter the site of the Client or perform work or services for the Client. Initial as well as periodic trainings for short-term works are organised at the expense of the Client provided that the exam (entry test) is successfully completed at first try by the employees. **The Contractor shall pay CZK 300 to the Client for each repeated training of an employee due to unsuccessful completion of exit tests.**

**2.7** The initial training is not a substitute for either the initial or periodic OHS or FP trainings of employees prescribed by law; it is the Contractor that is responsible for their completion.

**2.8** When authorising the works, the Client is obliged to carry out "Workplace Familiarisation". During this process of familiarisation, it shall provide the Contractor with all available information on existing work and safety risks and workplace-specific measures that have been put in place.

**2.9** The Contractor is required to familiarise itself with health risks at the Client's workplace where it is supposed to perform work, and to adopt measures for their minimisation. The Contractor undertakes to protect the health of its personnel in accordance with the applicable legal regulations and to have assessment of health risks during the performance of work for the Client.

### **3 SITE ENTRY REQUIREMENTS, PHYSICAL SECURITY AND CONTRACTUAL PENALTIES FOR THE BREACH THEREOF**

**3.1** Physical security is provided by the Client on the basis of a contract with a Private Security Service Provider (hereinafter referred to as the **PSSP**).

**3.2** The basic requirement for issuing a permit for the Contractor's employees to enter the Client's premises in which they will perform the contract work is to undergo training in order to acquire **general competence for the performance of activities on the premises of MONDI Štětí a.s.**, and to submit **medical fitness** documents.

**3.3** At least seven business days prior to the commencement of the contract work, the Contractor shall submit to the Client an application for permission for its personnel and vehicles to enter the Client's premises. The application shall include a request for processing the personal data in the Entry Permit Process Management (EPPM) database (see site entry regulations).

**3.4** The Contractor's personnel shall enter the Client's premises solely through the gate provided with a security guard, using their identification card issued by the Client and given to each Contractor's employee. The Contractor's and its subcontractors' staff are required to validate their identification card each time they pass through the gate (in either direction). It is forbidden to use other routes for entering the Company site (through V3 gate, railway track, ripped fence, etc.).

**3.5** No person under the influence of alcohol or other psychotropic substances shall be permitted to enter the site and **the Contractor is obliged to ensure that its staff abide by the ban on the use of alcohol (and/or narcotic and/or psychotropic substances)**. Before entering the Client's site, each entrant shall take an alcohol breath test at the turnstile for the presence of alcohol in breath. The red light means that entry shall not be permitted.

**3.6** At request, the Contractor's staff are allowed to carry out an alcohol breath test before entering the Client's site (at the gate). If the Contractor's staff require a check breath test and such test is positive, the Contractor's employee shall not be allowed to enter the Client's premises; no records are kept of the test results and no contractual penalty or ban on entry shall be awarded to the tested employee.

**3.7** When a staff member has doubts about the accuracy of the alcohol test performed by the turnstile device, or if the accuracy is challenged by a security guard member, the results of the test made by a calibrated device shall prevail.

**3.8** At the point of entry, security guard members are entitled to carry out personal checks for unauthorised items being brought in, as well as to supervise tests for the presence of alcohol and/or narcotic and/or psychotropic substances carried out by employees using a calibrated device. If the result is positive, a repeated check is always performed ten minutes later to verify the test result.

**3.9 Refusing to take a test for the presence of alcohol/narcotic and/or psychotropic substances is considered to be a positive result;** such employee of the Contractor shall be deprived of their identification card, they shall be banished from the premises of MONDI Štětí a.s. while accompanied by a PSSP staff and may be prohibited from entering the premises of MONDI Štětí a.s. for a period of up to one year.

**3.10 Alcohol breath test results are divided into three groups:**

- **“A” - up to 0.20 per mille** is considered a positive result and the tested person shall not be allowed to enter the premises of MONDI Štětí a.s. on that particular day, and the employer of the tested person shall be awarded a **contractual penalty of CZK 10,000.**
- **“B” – 0.21 to 0.29 per mille** is considered a positive result and the tested person shall not be allowed to enter the premises of MONDI Štětí a.s. for a period of one month, and the employer of the tested person shall be awarded a **contractual penalty of CZK 10,000.**
- **“C” – 0.30 and more per mille** is considered a positive result and the tested person shall not be allowed to enter the premises of MONDI Štětí a.s. for a period of one year and the employer of the tested person shall be awarded a **contractual penalty of CZK 10,000.**

**3.11 The Contractor is required to ensure that its employees abide by the smoking ban at the Client's premises. Breaching the smoking ban by any of the Contractor's employees is considered to be a breach of the rules and the Contractor shall be obliged to pay the Client a contractual penalty for each breach of the smoking ban in the amount as specified in Article 9 (area OHS).**

**3.12** The Contractor is obliged to ensure that its vehicles will enter the premises and/or workplaces solely through the designated entrance where they shall be checked for the presence of permitted and/or unpermitted items and material brought in. Regarding the material and tools permitted to be brought in/taken out of the Client's premises, the Contractor undertakes that when transporting material through the gates it shall, in cooperation with the head of the department in charge of the Contract or with its authorised employee, use material passes for the registration of the material brought in.

The Contractor undertakes to abide by the ban on bringing in unpermitted objects and items into the Client's premises. It is forbidden to bring in the following items into the Client's premises without permission:

- Weapons (including automatic opening knives, butterfly trainer knives (balisong), throwing knives, daggers and elongated daggers), ammunition, explosives, booby-traps and their imitations;
- Alcohol, narcotic and psychotropic substances;
- Items unrelated to work.

It is forbidden to take out the following items of the Client's premises without permission:

- Any items and material that were not registered at the entry to the Client's premises,
- Waste that the Contractor is not entitled and obliged to dispose of under the Contract and under these STPTC.

The Contractor is obliged, at request from a security guard member, to ensure that each of its employees shall give consent to a personal check, luggage check or check of vehicles and their premises.

The driver of a motor vehicle entering/leaving the Client's premises is responsible for the items brought in/taken out of the Client's premises in the vehicle entering/leaving the Client's premises.

**Should any employee of the Contractor breach any of the above obligations as specified in this section 3.12, such employee shall be included in the database of unwanted persons that are prohibited from entering the Client's site.**

**Breaching any of the obligations as specified in this section 3.12 by the Contractor is considered a substantial breach of the Contract and the Client in such a case is entitled to withdraw from the Contract. Withdrawal shall not prejudice the entitlement to a contractual penalty.**

**3.13** The Contractor undertakes to ensure that only drivers are present in the vehicles passing through the cargo gate (in either direction). Vehicle drivers are required to validate their identification card on the panel located on the cargo gate premises when passing through the gate. All other persons shall leave the vehicle in time and pass through the pedestrian gate.

**3.14** The Contractor is obliged to ensure compliance with special regime measures on the Client's premises, i.e. that there shall be:

<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 5 / 17</b>
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- no unauthorised handling of the physical security equipment and activation of their alarm system (electronic security alarm system, electronic fire alarm system, CCTV, infrared barriers, etc.);
- no unauthorised movement on the premises, no failure to comply with the instructions for incoming persons and instructions from security guard members;
- no physical assault against security guard members or other persons by the Contractor's staff.

**3.15** The Contractor is obliged to ensure that its staff shall comply with the rules for the movement of vehicles within the Client's site; they shall, in particular, avoid improper parking, violation of traffic signs and failure to respect the rules for the movement of vehicles on access roads owned by the Client, on the Client's premises, including the prevention of passage of emergency vehicles, as set out in the Road Act, as amended. **Should the above obligations be violated, the Contractor shall be obliged to pay a contractual penalty to the Client as specified in Article 9.**

**3.16** The Contractor is obliged to ensure that its personnel shall not allow entry to the premises of MONDI Štětí a.s. to any other person by providing them with their own identification cards or photo passes, shall not misuse other person's identification cards or photo passes and shall not use emergency exits for no reason without registration. **Should the above obligations be violated, the Contractor shall be obliged to pay the Client a contractual penalty as specified in Article 9.**

**3.17** The Contractor is obliged to ensure that its personnel shall protect the assigned identification or LOTO cards and passes against loss, destruction, damage or theft. The Contractor is obliged to ensure that its staff shall return these identification cards or passes after the completion of work or after expiry of the Contract. **Should the above obligations be violated, the Contractor shall be obliged to pay the Client an amount of CZK 500, including the costs of issuing a new identification card or pass, for each loss, destruction, damage or theft of identification card or pass. In the event of loss or damage of a LOTO card, the amount for issuing a new LOTO card shall be CZK 100.**

**A contractual penalty shall be imposed on the Contractor even if any employee of the Contractor fails to return the identification card and/or pass to the Client after the completion of work or after expiry of the Contract.**

**3.18** The Contractor is obliged to immediately report any loss or theft of its personnel's identification cards, LOTO cards or passes to the PSSP. Should the Contractor fail to report the loss or theft, it shall bear all the consequences of identification card, LOTO card or pass misuse and its employee may be prohibited from entering the Client's premises. **If the damage suffered is not paid to the Client without undue delay, the respective employee shall not be allowed to enter the Client's site.**

**3.19** The Contractor is obliged to ensure that its staff shall not steal or attempt to steal any assets belonging to the Client or to other companies based on the Client's site or to the contractor company within the site, premises or facilities of the Client. **Should such conduct occur, the Contractor's employee shall be included in the database of unwanted persons prohibited from entering the Client's site.**

**3.20** The Contractor is, to a reasonable extent, obliged to protect its assets and items left on the Client's premises. If it is found out that a building has been disrupted, or an asset belonging to the Contractor or Client or other companies based on the Client's site have been stolen or attempted to be stolen, the Contractor shall be obliged to immediately report such event to the responsible representative of the Client or security guard.

#### **4 PROFESSIONAL COMPETENCE AND MEDICAL FITNESS FOR THE PERFORMANCE OF THE CONTRACT WORK**

**4.1** The Contractor is responsible for providing the Contract deliverables. The Contractor shall be the holder of the relevant valid authorisation as required by the Czech legislation. The contract work may be performed only by medically fit and professionally competent personnel. The Contractor is obliged to ensure that all its authorisations and professional competence certificates of its staff shall be valid throughout the duration of the contractual relationship. Where foreign contractors perform contracts based on equivalent authorisations of the Contractor and professional competence certificates of its staff issued by authorities of the EU member states or third countries, such documents must meet the requirements for equivalent documents as specified in the recognition of professional qualifications guide issued by the European Union. The Contractor shall attach a proof of professional competence to the SHE plan.

**4.2** The employees of the Contractor or its contractual suppliers are obliged to carry with them proofs of their professional competence during the performance of works within the site of MONDI Štětí, a.s..

**4.3** Medical fitness certificates for employees are issued by a physician as a general competence for the performance of work, and separately for specific professions such as motor vehicle drivers or performance of certain types of works such as work at night, work at heights, etc. The Contractor is responsible for ensuring prescribed check-ups by the relevant physician and that none of its staff works at MONDI Štětí, a.s. without medical fitness certificate issued by a physician.

<b>VERSION: 05</b>	<b>VALID FROM: Approval date</b>
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**4.4** Any changes – new personnel commencing job, personnel terminating job, changes in their general competence, medical fitness or professional competence (temporary or permanent) - shall be reported as an organisational chart by the Contractor to the Client.

**4.5** The Contractor is obliged, prior to the contract work commencement and depending on the work nature, to submit a list of staff members with a proof of training to the authorised person of the Client for inspection, as specified in any and all applicable legal regulations and requirements of the Client for medical fitness and professional competence and qualifications of staff. The Contractor shall provide copies of their valid certificate/ authorisation and a proof of medical fitness issued by a physician. The Client reserves the right to unrestricted inspection of the validity of the authorisation, certificate of professional competence and instructions for individual staff members at any time during the Contract performance. The Contractor agrees thereto. If the Contractor and its staff lack valid authorisations and certificates of general and medical fitness or professional competence at the time of the contract work performance, this shall be considered a **very serious breach** with a possible immediate withdrawal or termination of the Contract, without notice by the Client. Withdrawal or termination of the Contract shall not prejudice the entitlement to a contractual penalty. The Contractor is obliged to pay the Client a contractual penalty for each breach of its obligation under this provision.

## 5 OCCUPATIONAL HEALTH AND SAFETY AND FIRE PROTECTION

### Occupational health and safety (OHS)

**5.1** In order to provide the Contract deliverables, the Contractor and its subcontractors shall have an efficient OHS management system in place at the respective workplace, which shall be documented by the **“Work Safety Plan”** in accordance with the Contractor’s requirements. A sample SHE Plan constitutes annex to this document. The Contractor’s SHE Plan shall be approved by the project manager and safety specialist of the Client.

**5.2** “Work Safety Plan” shall be submitted by the Contractor to the Client for approval no later than 14 business days prior to work commencement and regularly updated (with each individual change).

**5.3** The Contractor shall prepare **safety risk identification and assessment** (hereinafter referred to as **“Risk Register”**) for activities associated with the performance under the Contract, which will be carried out at MONDI Štětí a.s.. Prior to the work commencement, efficient risk mitigation measures shall be adopted and briefly described as per the risk management hierarchy. The Contractor is obliged to submit this information to the Client, at first as part of the “Work Safety Plan” prior to the commencement of the Contract performance work, and it shall update it regularly (with each individual change) throughout the performance. The Client reserves the right to approve the methodology applied.

**5.4** In accordance with the Client’s requirements, safe systems of work shall be introduced, including standard work procedures, instructions, prescribed working methods and hazardous work permits.

**5.5** The Contractor shall equip its staff with the most appropriate personal protective equipment (**PPE**).

**5.6** Managers are required to organise short meetings (five-minute / tool box meetings) with employees prior to commencement of work, where employees shall be advised of the dangers, risks, procedures and measures related to the work to be carried out.

**5.7** Before entering the workplace, a representative of each working group shall report to the control room where s/he checks in in the workplace guestbook, indicating the number of persons in the group and the contact telephone number for the group. After work completion, each group must check out from the book in the same location. Each employee shall be visibly marked with the company name and equipped with appropriate personal protective equipment.

**5.8** The Contractor undertakes to provide a representative of MONDI Štětí a.s. with monthly information on the man-days worked at MONDI Štětí a.s workplaces no later than by the 2<sup>nd</sup> calendar day of the month following the month for which the information is submitted.

**5.9** Prior to work commencement at the Client’s workplace, the Contractor shall take over the workplace from the Client (an authorised person of the Client) by filling out the permit to work. If it is a dedicated workplace (construction site), the handover shall be done in the form of a separate record, indicating the OHS and FP status, specifications of the media connection points, etc., according to the requirements of the applicable regulations.

**5.10** Changes such as subcontractor replacement or changes to agreed methods of work or equipment, etc., shall be notified in writing and approved by the Client.

**5.11** The Contractor’s management is expected to supervise the SHE matters and to ensure that safety is discussed at all meetings, to continue to participate in workplace safety audits, to order safety measures required by the audit or incident investigation, to report safety incidents, to make sure that safety communication takes place with their respective teams, to acknowledge safe operation and make safety part of those aspects of the project that relate to planning, competencies and equipment.

**5.12** The Contractor is obliged to ensure that a responsible employee joins regular meetings of the Client's managing bodies (shutdown staff, inspection days, discussions and meetings). The Contractor is obliged to perform the tasks assigned at meetings of the managing bodies and to provide the Client with all relevant OHS and FP-related data at request of the Client.

**5.13** The Contractor shall make sure that the most suitable equipment (certified as CE, in compliance with the EU standard or Mondi-approved) is used throughout the project, which shall be operated by competent and properly qualified personnel in accordance with the manufacturer's instructions, local legislation and Mondi requirements.

**5.14** Work means and equipment shall have valid documentation or copies thereof (manuals, logs, inspection results, documents proving that all tools, equipment of dedicated facilities are regularly checked against the legislation as well as the manufacturer's manuals, etc.) available at workplace. If defects are identified on the technical equipment of the Contractor, the Client has the right to suspend their operation or to order them out of its premises. Defaults in performance, if any, shall not be considered defaults caused by the Client. Operated and safety-critical equipment, as well as tools brought in the workplace shall be inspected prior to entry to ensure compliance with this equipment integrity regulation, and it shall be permitted at workplace only if in compliance therewith.

**5.15** The Contractor shall have its own first-aid kit at workplace and have at least one person in each working group trained in providing first aid. In addition, it shall have one first-aid kit per every (even initiated) 50 employees.

**5.16** If at any point in time there are 25 or more employees of the Contractor present at the Client's workplaces, including its subcontractors, the Contractor undertakes to ensure continuous presence of a person professionally competent in the field of risk prevention (work safety technician) at each shift. The Client reserves the right to request appointment of additional safety inspectors for Contractors with more than 50 employees.

**5.17** The designated premises and assembly workplaces shall be enclosed by fixed guardings (where possible and with regard to local conditions) and marked in accordance with OHS and FP regulations. Workplaces shall be marked with the name of the company carrying out the work, including the name and surname of the responsible manager and a telephone number. In this manner, it is necessary to mark cubicles, containers or boxes intended for the storage of material, tools, etc.

**5.18** It is strictly forbidden to operate equipment requiring special authorisation without such authorisation, especially battery or motorised trucks, freight lifts, cranes, electric hoists and any dedicated equipment. When using cranes, a qualified person shall be demonstrably made familiar with the crane safe operation at workplaces.

**5.19** **When performing lifting operations with a crane**, the rigger or another person authorised by the Contractor to carry out the lifting work logistics shall have a helmet cover marked with the sign "Signalman" and shall be equipped with a whistle. The signalman is responsible for demarcating the lifting area, which is accessible only to members of the working group performing the lifting operations. Other persons are not allowed to enter the designated area. If unauthorised persons enter the designated area, the signalman is entitled to use the whistle as a signal for them to leave the area. Unauthorised persons entering the designated area are obliged to respond to this signal by immediately leaving the area. The load rigger shall be equipped with handling ropes and rods and is obliged to use them. The gantry crane operator shall wear a helmet cover with the sign "Crane Operator" when operating the crane controlled from the ground.

**5.20** **When working at height** (above 1.5 m), outside of the approved and labelled collective security system (landings, scaffolding, etc.), the Contractor's employees are obliged to use the PPE to protect themselves against fall - a full-body harness fitted with two safety life lines and snap-links. This will allow the staff to be secured by at least one safety life line when moving from one place to another. At the same time, they shall use a helmet with a four or three-point fastening system under the chin. To protect themselves against fall in particularly high places, for example, during roof installation, the use of protective nets as a protection against fall of persons at work should be considered in the technological procedure as an extra protection in addition to the use of harness.

**5.21** For material processing (grinding, drilling, bending, etc.), the Contractor shall have work benches available with a possibility of attaching the material to a vice.

**5.22** Extension leads, cables or hoses must be guided in such a manner as to avoid the risk of tripping or slipping as well as increased risk of electric injury.

**5.23** Hose line connections with a working pressure of 200 MPa and more shall be equipped with a tag line (e.g. pneumatic tools, high-pressure cleaners).

**5.24** The Contractor is obliged to ensure that its employees observe the rules on the use of specified entrances and exits and remain at workplaces associated with the contract work performance. The Contractor is obliged to make sure that its employees remain only at the agreed upon, specified and designated workplaces. The Contractor is obliged to make sure that the relevant workplaces are equipped with safety signs in accordance with the **legislative and normative regulations and requirements of the Client**. After the contract work completion, the Contractor shall be obliged to hand over the workplace in a clean and faultless condition. The Contractor and the Client shall write a workplace handover record, which shall include documents confirming that the waste produced by the Contractor's activity has been taken from the Client's site, and/or disposed of.

<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 8 / 17</b>
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**5.25** The Contractor shall make sure that OHS compliance is inspected by the Contractor's managers during the performance of works at least once per shift. The Contractor is obliged to keep records of such inspection. The Contractor is obliged to remedy non-conformances identified during these inspections without undue delay. The Contractor shall provide this record to the Client at request.

**5.26 A person authorised by the Client is entitled to order that a Contractor's employee be tested for the presence of alcohol and narcotic and/or psychotropic substances. This is followed by the procedure set out in Section 3.8.**

**5.27** The Contractor shall allow responsible persons of the Client (OHS Manager, OHS Coordinator, Safety Technician and others) an unrestricted access to the construction site/workplace for the purposes of inspection of compliance with the OHS, FP and environmental protection regulations at workplace in accordance with the applicable legislation, documentation issued by the Client and occupational health and safety regulations of MONDI Štětí a.s. The scope of inspections may also include a review of the Contractor's occupational health and safety management system, as well as inspections of personnel, technical, material and organisational requirements for the Contract performance in terms of OHS. In order to adopt remedial measures, the responsible representatives of the Client and/or a person authorised by the Client may apply consequences as specified in Article 9.

**5.28** If the project meets the construction parameters as specified in the applicable legal regulations and if the OHS Coordinator is designated in accordance with the applicable legal regulations, the Contractor shall prepare the Assembly Logistics Project (ALP) and/or Technological Procedure (TP) for each part of the Contract performance. The Contractor is obliged to submit the ALP and/or TP to the Client at least 14 business days prior to the commencement of the Contract (work) performance. The applied safe working and technological procedures shall be inspected by the authorised person of the Client (OHS Coordinator / OHS Manager / Safety Technician authorised therefor by the Client). The Contractor shall appoint one professional person (Project SHE Coordinator) to be responsible for health, safety, fire protection and environmental protection. This Project SHE Coordinator shall be professionally qualified for SHE risk management. The Contractor undertakes to ensure that the Project SHE Coordinator is present throughout working hours.

**5.29** The Contractor is obliged to keep track of the concurrent work on the adjacent construction sites/workplaces and to ensure, through the Client's safety representative (OHS Coordinator, OHS and FP Manager or Safety Technician authorised therefor by the Client) mutual awareness of the risks posed between these construction sites/workplaces. The documentation prepared by the Client's OHS Coordinators such as the OHS Plan and other documents and instructions during the performance of coordination activities are binding upon the Contractor. The information shall be provided in a demonstrable manner.

**5.30** The Contractor shall, where necessary, make the workplace accessible for the purposes of practicing emergency response, including fire.

**5.31** The Contractor is obliged to fulfil obligations related to the occurrence of any incidents (any injuries, fires, accidents, hazardous events, etc.) vis-à-vis the relevant state authorities and to forthwith notify the Client (dispatcher's office, responsible manager or supervisor) in order to ensure unbiased investigation and adoption of preventive measures. In the event of injury, where an alcohol test could not be taken by a particular employee, the Contractor shall make sure that the test is taken as soon as possible. The records of the test taken shall be submitted to the Client without undue delay. The Contractor is obliged to conduct its own investigation of incidents and to cooperate fully with the Client in investigating such incidents. The contact persons of the Contractor and Client for reporting incidents and near misses, responsibilities and powers of each participant in the investigation thereof and adoption of remedial measures shall be specified in the "Work Safety Plan".

A similar procedure applies to reporting and investigation of hazardous events (incidents). The contact persons of the Contractor and Client for reporting incidents and hazardous events and the responsibilities and powers of individual participants in the investigation thereof, as well as the adoption of remedial measures shall be specified in the Contractor's "Work Safety Plan".

**Failure to forthwith report an incident (any injury, fire, hazardous event, accident, etc.) is considered a very serious breach of the rules and the Contractor is obliged to pay the Client a contractual penalty as specified in Article 9.**

**5.32** The Contractor shall provide the Client with all relevant incident-related data that is required for the investigation thereof. If a non-conformity is identified in the Contractor's safety management system, the Contractor is obliged to immediately address such non-conformity.

The Contractor is fully responsible for complying with OHS and FP rules when performing the assigned works. **A violation of legal regulations by the Contractor resulting in a hazardous event or a threat to the health or life of persons or a threat of property damage is considered to be a very serious breach of rules and the Contractor is obliged to pay the Client a contractual penalty as set out in Article 9 including penalties imposed on it by state authorities, incurred in connection with a breach of FP regulations by the Contractor, and the Contractor undertakes to pay it to the Client within 15 days of the Client's request.**

<b>VERSION: 05</b>	<b>VALID FROM: Approval date</b>
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**5.33** The Contractor shall allow the OHS and FP representatives of the Client and the persons authorised by the Client to perform this activity an unrestricted access to the construction site/workplace for the purposes of inspecting compliance with FP regulations at workplace in accordance with the applicable legislation and FP documentation issued by the Client. The purpose of inspections may be to review the FP management system of the Contractor as well as to inspect personnel, technical, material and logistics requirements for the Contract performance from the FP perspective.

The Client is entitled to discontinue any activity that is contrary to the work terms and conditions as stipulated by the generally binding regulations and internal rules of the Client. **Failure to comply with the Client's request to discontinue the activity is considered a very serious breach of the rules and the Contractor is obliged to pay the Client a contractual penalty as specified in Article 9.**

**5.34** The Contractor is obliged to abide by the order to suspend the contract work issued by an authorised person of the Client (e.g. safety technician) due to a threat posed to traffic, health and life of persons, or a threat of property damage, until further notice. The authorised employee of the Client that has issued such order is obliged to make a record thereof. If the order to suspend the performance of the contract work is issued by a Client's employee for reasons on the part of the Contractor, a default in performance, if any, shall not be considered default caused by the Client.

**5.35** The Contractor is responsible for fire safety during work with open fire, including follow-up supervision after the work completion (at least 8 hours). After a demonstrable workplace handover through work permit termination, the follow-up supervision may be provided by a responsible person from the plant where the work with open fire was carried out, or by an employee authorised thereby.

**5.36** In order to prevent fire on the premises entrusted (leased) to the Contractor, the Contractor is obliged to observe the applicable legal and other FP regulations.

**5.37** The Contractor shall comply with the notification duty vis-à-vis the competent state authorities in the event of fire.

**5.38** In the event of fire caused by the fault of the Contractor and its subsequent extinguishing by fire brigades and fire extinguishers, the Contractor undertakes to pay the costs related to the fire extinguishing within 15 days of the Client's request.

**5.39** The Contractor shall provide the Client with documentation for the preparation and updating of materials for the initial OHS and FP training and shall actively participate in evaluating the training efficiency.

## **6 Transport and Movement within the Site**

**6.1** The freight transportation vehicles shall be equipped with the devices for securing the loading area with chocks, cones and signal strips. All road transport vehicles shall be roadworthy, shall be equipped with safety belts where prescribed by the manufacturer and shall comply with the Road Traffic Act. If traffic junctions are not marked with traffic signs, all roads shall be considered roads of the same standard. Pedestrians shall use the designated access paths marked with blue stripes. When walking along the roads, walk only on the left side.

**6.2** For transportation, only the means of transport designated by the manufacturer and Mondi Štětí a.s. for the purpose thereof shall be used. It is forbidden to use, for example, forklift trucks (except for the driver), mini trucks except for the cab, cranes, loaders, etc. for transportation.

### **6.3 Speed limit on the Company's roads:**

- In outdoor areas **30 km/hour**
- In enclosed areas and premises (facility communications) **5 km/hour**

The drivers are obliged to adapt the driving speed to the circumstances, in particular to the current traffic situation, type of the road, visibility and load. When driving, only "hands free" set can be used for any communication via a mobile phone or two-way radio. Persons travelling in vehicles shall use safety belts in compliance with the applicable legislation. Vehicles that are not equipped with safety belts due to their age are not allowed to enter the Company site.

### **6.4 Parking of vehicles on the Company's premises**

Parking of vehicles of external companies that have a contractual working relationship with the Company is allowed within the Company site only with a permit and at places designated by the relevant manager of the centre. The parked vehicles shall not block the passage of firefighting and ambulance vehicles on traffic connections and access roads to building structures and technological buildings.

Every vehicle shall have a card placed behind the window containing the driver's contact details, which shall include the following:

- Name of the company operating the vehicle (for company cars)
- Driver's name and surname
- Driver's telephone number

Parking on the outside area of the so-called "small car park" by the main office building is reserved for vehicles owned by Mondí Štětí a.s., dispatching service and healthcare facilities.

Loaded trucks arriving in the evening hours which can no longer be unloaded or are waiting to be loaded, are parked in the outside car park in front of the cargo gate.

#### 6.5 Loading and unloading area - ramps

The operator has designated as loading and unloading areas all eligible loading docks within the Company (shipping, purchasing, etc.). Their locations and operating conditions for health protection are described in separate instructions, which are part of safety guidelines of the relevant centre. Other loading and unloading outside these areas shall be arranged for by the driver in such a manner as not to endanger the staff involved in loading or unloading operations (driver, assistant driver, crane operators, riggers and other personnel concerned) or not to endanger safety of transportation or other work operations.

#### 6.6 Loading and unloading of material

The Contractor/supplier shall make sure that the following requirements are met by drivers when loading/unloading any material brought in by trucks:

- Before starting loading/unloading, switch off the engine, remove the key from the ignition and brake the vehicle;
- Use helmet, safety shoes and reflective vest;
- Lock the vehicle and keep the key on you in case there is a forklift truck entering the vehicle's loading area;
- Place chocks under the wheels (during loading/unloading when the vehicle is not pulled up to the loading dock place chocks on both sides of the wheel),
- Stand at a designated location (unless loading/unloading is performed by you),
- Secure or mark dangerous loading area (e.g. with cones, tape, surveillance, etc.)

If vehicle drivers carry out loading/unloading with a lifting gear that is part of the vehicle, they are obliged to have a permit to work issued for this particular activity. Permits to work shall be issued whenever the load is loaded/unloaded by lifting gear and there is no approved loading/unloading work procedure.

#### 6.7 Moving around the site on foot

It is forbidden to walk along the roads and in areas with prohibited access or where such area is demarcated by a guarding. Employees are obliged to observe instructions, information and safety signs, not to damage the signs, not to remove them and to abide by them.

Entering and leaving workplaces is possible only through designated access roads, specified in the safety instructions for each workplace.

It is prohibited to walk on the in-company rails. Crossing the track is allowed only at the crossings and always perpendicularly to the track. Increased attention should be paid to railway crossings by building exits.

It is prohibited:

- a) To cross the track in front of approaching trains or vehicles;
- b) To enter the areas between the loading dock and moving vehicles - wagons, to stand in the door or openings through which the vehicles pass;
- c) To cross the track through the gap between the bumpers, including when the wagons or vehicles are brought to a standstill near the bumper of the last wagon;
- d) Crawl under or climb over the wagons even if brought to a standstill;
- e) Walk on the wagon bumpers or switching mechanisms of the wagons;
- f) Jump down or jump on the moving wagons.

When walking, pay a close attention to wet, slippery, demarcated and elevated places, and in winter time to roads that have not been gritted yet.

#### 6.8 Riding a bike

Cyclists must have properly equipped bicycles enabling smooth and safe traffic on roadways. Security agency personnel will not permit entry to the MONDI premises for individuals with inadequately equipped bicycles. When riding a bike within the MONDI site, it is prohibited:

- To use a bicycle that is not equipped with the prescribed mandatory equipment.
- To use a bicycle whose technical condition does not allow safe riding.
- To use a bicycle without proper lighting during reduced visibility. The bicycle must be equipped with a white light or flashing light at the front and a red light or flashing light at the rear.
- To use a bicycle for a purpose other than commuting to and from the workplace. Riding a bicycle within the premises for work-related purposes is prohibited.
- To ride a bicycle in areas where cycling is not allowed – outside paved internal roads (pedestrian walkways, inside buildings, on railroad tracks, on grassy areas).
- To cross railway crossings with a bicycle (complete prohibition of crossing over railway crossings).
- To ride a bicycle in adverse weather conditions (icy or continuously snow-covered surfaces).
- To ride a bicycle with two or more people.
- To ride a bicycle in the premises if the traffic light at the personal gatehouse is red.
- To ride a bicycle without holding the handlebars.
- To follow another vehicle closely while riding.
- To lead another bicycle while riding.
- To transport objects that would impede bicycle control and endanger other traffic participants on roadways.
- To ride a bicycle without a protective cycling helmet (a work helmet is not accepted) and without securing the chin strap.
- Entry with a bicycle is not allowed through the entrance gate to.

#### 6.9 Using of Other Personal Transportation Vehicles

Within the MONDI premises is prohibited to:

- **Ride on rollerblades.**
- **Ride on a skateboard.**
- **Ride on any other personal means of transportation for carrying individuals outside of approved methods.**

In the MONDI premises, it is allowed to ride a scooter, provided all rules applicable to cycling are followed.

When riding a scooter the MONDI premises, it is prohibited to:

- To use a scooter whose technical condition does not allow safe riding.
- To use a scooter without proper lighting during reduced visibility. The scooter must be equipped with a white light or flashing light at the front and a red light or flashing light at the rear.
- To use a scooter for a purpose other than commuting to and from the workplace. Riding a scooter within the premises for work-related purposes is prohibited.
- To ride a scooter in areas where scooting is not allowed – outside paved internal roads (pedestrian walkways, inside buildings, on railroad tracks, on grassy areas).
- To cross railway crossings with a scooter (complete prohibition of crossing over railway crossings).
- To ride a scooter in adverse weather conditions (icy or continuously snow-covered surfaces).
- To ride a scooter with two or more people.
- To ride a scooter in the premises if the traffic light at the personal gatehouse is red.
- To ride a scooter without holding the handlebars.
- To follow another vehicle closely while riding.
- To lead another scooter while riding.
- To transport objects that would impede scooter control and endanger other traffic participants on roadways.
- To ride a scooter without a protective cycling helmet (a work helmet is not accepted) and without securing the chin strap.
- Entry with a scooter is not allowed through the entrance gate to.

## 7 ENVIRONMENTAL PROTECTION

### 7.1 Handling of Chemical Substances and Chemical Mixtures

7.1.1 The Contractor is obliged to use chemical substances (**CHS**) and mixtures (**CHM**) as specified in the Act on Chemical Substances and Chemical Mixtures (Chemicals Act), the Act on Major Accident Prevention, as amended, and the relevant EU regulations.

- The Contractor is obliged, well before the commencement of the Contract performance, to submit a list of CHSs and CHMs to be used in the Client's premises during its operations to the Client's authorised person who is an environmental representative. To this end, it shall use the list in Annex 4 hereto. It is also obliged to submit safety data sheets (SDSs) for hazardous CHSs and CHMs used and, at request, to report pre-registration and/or registration numbers of CHSs and CHMs in accordance with the relevant EU regulation. Safety data sheets must be in the Czech language. The Contractor shall submit the above documentation in an electronic format (email, CD, etc.).
- The Client has the right not to approve the use of the Contractor's CHSs or CHMs if an appropriate equivalent exists or if there is a risk that the environment may be endangered by its use and/or it may cause problems during the disposal thereof.

- c/ The Contractor is obliged to keep CHSs and CHMs properly labelled in original packaging or in containers designated for the purposes thereof.
- d/ The packaging of all CHSs and CHMs used by the Contractor shall be marked with warning signs and descriptive labels in the Czech language in compliance with the applicable legislation.
- e/ Should the Contractor use other CHSs and CHMs than agreed or should their packaging be not marked with warning signs and descriptive labels, the Client shall be entitled to suspend or entirely terminate the performance of contract work by the Contractor.
- f/ The Contractor undertakes to notify the Client's representative of any incidents that may potentially affect the quality of waste waters, air and other components of the environment, including the components of annoyance (odour, noise, dust, etc.).

7.1.2 The Contractor is obliged, in connection with the performance of contract work, to make it possible for the competent staff of the Client (environmental protection department) to carry out an inspection of handling of CHSs and CHMs in order to verify the accuracy of the procedures used.

**If the Contractor fails to submit the list of CHSs and CHMs to be used on the Client's premises and/or if it uses unapproved CHSs or CHMs, it shall not be allowed to perform the work due to obstacles on the part of the Contractor.**

## 7.2 Waste Management

7.2.1 The Contractor is obliged and undertakes to handle the waste in accordance with the Waste Act, as amended:

- a/ To prevent waste, reduce its generation and to recover it as a matter of priority;
- b/ When performing the contractor-related activities associated with the waste generation, to follow the instructions of the relevant technical supervisor of the Client in accordance with the internal waste regulations applicable for the relevant premises/site;
- c/ To collect waste sorted by type and secure it against deterioration, theft or other undesirable leakage, and the hazardous waste collection area (collection point) shall be assigned to the Contractor by the Client (technical supervisor);
- d/ To store hazardous waste sorted by type separately at the collection point, to mark it in a prescribed manner (waste name, graphic sign for hazardous properties and waste identification sheet), to secure the hazardous waste collection point against pollutants leaching into the ground, water and air, or against other contamination;
- e/ The Client for whom these works are performed is the producer and holder of the waste generated during servicing, cleaning or maintenance operations carried out on the site of MONDI Štětí a.s.;
- f/ If the Contract deliverables also include the Contractor's obligation to recover or dispose of waste, the Contractor shall provide the Client, well before the start of the Contract performance, with a copy of its own authorisation for the recovery or disposal of waste and/or a copy of the authorisation issued by the organisation performing this activity for the Contractor and submit it to the environmental protection department. If the Contractor arranges for the processing and recycling of used batteries and accumulators, recovery or disposal of waste oils, electrical and electronic equipment waste treatment, it shall also be obliged to submit a license to carry out this activity, the so-called "authorisation" granted by the Ministry of the Environment of the Czech Republic. For handling of hazardous waste of MONDI Štětí a.s. and/or its transportation to the Contractor's waste recovery or disposal site, the Contractor shall be obliged to provide a copy of a valid permit to handle and/or transport hazardous waste. The Contractor shall submit copies of newly issued documents to the environmental protection department of the Client well before the expiration date of the authorisation and/or consent and/or decision and/or license referred to in this section from the competent state waste management authorities throughout the contractual relationship. The Contractor is obliged to recover the hazardous waste as a matter of priority in the Czech Republic in accordance with the Waste Management Plan of the Czech Republic.
- g/ The Contractor is, in compliance with the Waste Act, the producer of waste arising from the construction and demolition works and from road construction, maintenance, reconstruction and demolition, with the exception of ferrous scrap, non-ferrous metals and waste components precisely specified by the Client, including waste suitable for further household use;
- h/ The Contractor is, once a month and within five days from the completion of contractual performance, obliged to notify the Client of the method of disposal of the waste generated, including the waste catalogue number, waste quantity, authorised person that has taken over the waste for recovery or disposal, date of waste removal from the site/premises, waste management code, and copies of filing cards for the purposes of hazardous waste transportation. The Client reserves the right to specify the scope and form of documentation required to demonstrate the waste handling method.

The Contractor shall, in connection with the contract work performance, enable the competent staff of the Client (environmental protection department and technical supervisor of the Client) to carry out a waste management inspection in order to verify the accuracy of the procedures used.

The Contracting Parties shall consider the breach of obligations by the Contractor as specified in this provision a substantial breach of the Contract possibly leading to immediate withdrawal or termination of the Contract without notice by the Client. Withdrawal or termination of the Contract shall not prejudice the entitlement to a contractual penalty.

## **8 TERMS AND CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT WORK AND THE CONTRACTOR'S TECHNICAL EQUIPMENT**

### **Common provisions**

The Client maintains an up-to-date list of all Contractors, including Contractors' subcontractors, which are approved to operate on the Client's site.

**8.1** The Contractor shall, at least 14 days prior to commencement of the performance under the Contract, submit a list of all its subcontractors that will participate in the Contract performance to the Client for approval. Changes in subcontractors, if any, shall be notified without delay by the Contractor to the Client. The Contractor's subcontractor may participate in the Contract performance only if approved by the Client. The Contractor is obliged to ensure that only subcontractors approved by the Client participate in the Contract performance. This obligation also applies to operations performed by the Contractor's subcontractors on the Client's site.

**8.2** Prior to the commencement of works at the workplace/construction site of the Client, the Contractor for the construction (project), as set out in the Building Act, shall take over the workplace/construction site from the responsible representative of the Client, indicating the health and safety conditions, and it shall make record thereof. The record shall clearly define the workplace/construction site boundaries, including media connection points and other required information.

**8.3** The Contractor for the construction (project), as set out in the Building Act, undertakes to perform the work in accordance with the conditions agreed in the design documents or other documentation or as specified in the Client's order. The Contractor undertakes to observe all agreed work procedures as well as technological discipline during the Contract preparation and performance. The Contractor is liable for applying working and technological procedures, for the contract work logistics and workplace signage.

**8.4** The Contractor is obliged to observe applicable rules and requirements for the preparation, performance and coordination of the contract work in accordance with the Client's instructions during performance of the contract work on particular operations sections during operation as well as during shutdown.

**8.5** Prior to the contract work commencement, the Contractor shall submit to the Client a list of unmistakably labelled tools, gauges, machines, devices and products, working tools and protective equipment and slings brought in and taken out of the site of MONDI Štětí a.s. for the purposes of the contract work performance, along with the documents proving compliance with the quality requirements of the working and protective equipment and devices brought in (certificates, other documents proving the prescribed properties). This list is used to check the above equipment when taken out of the site after the completion of the contract work as specified in the Contract.

**8.6** The Contractor shall ensure that the workplace as well as the employees are properly equipped for the work performance.

**8.7** The construction, repair, modification or other interventions in the scaffolding structure may be carried out only by the qualified personnel of scaffolding companies included on the Client's list of suppliers. The scaffolding supplier shall manufacture the scaffolding strictly in accordance with the applicable legal and normative regulations and standards of the Client. The Contractor is obliged to comply with the requirements for the use of scaffolding set out in the applicable legal regulations and MONDI internal regulations and rules. The scaffolding shall be installed and marked as specified in the valid CSN standard. The scaffolding shall meet the requirements of the Client throughout its use (Regulation for the Installation and Use of Scaffolding Structures within the Site of Mondi Štětí a.s.). When working on scaffolding, including its installation and dismantling, a protective zone shall be made around the scaffolding as prescribed for work at heights depending on the height of the scaffolding.

**8.8** The Contractor shall undertake all the tests and inspections specified in the technical standards, the applicable legislation and the quality management and control project throughout the performance of the contract work. The Contractor shall invite the Client (Client's technical supervisor) to carry out the test and inspection three business days in advance and, where necessary, shall invite the state supervision body either personally or through the Client five business days in advance.

**8.9** The Contractor's authorised employee shall keep the Client posted of the contract work progress at monitoring meetings and operational management meetings organised by the Client.

**8.10** The Contractor shall perform the contract work at the workplace/construction site in such a manner as not to damage underground utilities and equipment.

**8.11** The Contractor's employees are obliged to become acquainted with their tasks prior to the performance of the contract work and to attend the training at the workplace before commencing the performance of the contract work, which shall be carried out by an authorised person of the Contractor who shall make a written record thereof.

**8.12** The Contractor shall, in writing, require the Client no later than two business days in advance to inspect the contract work that will become covered or inaccessible, on the dates as specified by contractual agreement.

**8.13** The contract work throughout the commissioning of the Contract deliverables on operations sections may be carried out only on the basis of prepared, issued and signed "Permits to Work", showing a brief description of the progress of the Contractor's operations on the site of MONDI Štětí a.s., potential hazards and risks arising from these operations and the measures taken to eliminate these risks.

**8.14** The Contractor is obliged to familiarise itself with the document titled "OHS Regulation 3.2.1 OHS and FP for External Companies" to provide for occupational health and safety and fire protection.

**8.15** The Client reserves the right to put in place disciplinary measures as specified in Article 9 for violating OHS, FP and Environmental Protection legislative and normative regulations, as well as for violating the internal rules and requirements of MONDI Štětí a.s. the Contractor has been made familiar with.

**8.16** The Contractor shall, under its own responsibility and at its own expense, arrange for and secure loading and unloading, delivery and proper storage of all material and equipment required for the proper Contract performance.

**Common provisions regarding general requirements for documentation:**

**8.17** If the deliverables or part thereof under the Contract include the preparation of the design and technical documentation and/or the accompanying technical documentation, the Contractor is obliged to proceed, when preparing the documentation, in accordance with the terms and conditions stated in the technical specifications received from the Client.

**8.18** The Contractor is obliged to prepare the design, technical and/or accompanying technical documentation in compliance with generally binding legal regulations (Building Documentation Decree) and the applicable CSN standards.

**8.19** When preparing the design, technical and/or accompanying technical documentation, the Contractor is obliged to draw on the existing code list for building structures (BS) / technological sets (TS) / construction works for civil engineering projects (CVCEP) provided by the Client and applicable on the Client's site.

**8.20** Should the Contractor fail to meet the delivery terms for clean copies of documents that form part of the Contract deliverables (e.g. Working Design, Accompanying Technical Documentation, As-built Drawings, Technological Progress of Construction and Assembly Work, Commissioning Implementation Plan, Operating Regulations and Regulations for Maintenance and Repairs, Contract/Work Performance Schedule, etc.), it shall not be allowed to perform work due to obstacles on the part of the Contractor.

## **9 CONSEQUENCES**

The severity of the breach of STPTC and legal and other regulations is given as follows:

**a) very serious (violation of cardinal rules)**

- Endangering one's own life or lives of others
- Entering the load drop zone when using lifting equipment
- Failure to use fall arrest equipment when working at heights
- Failure to use prescribed personal protective equipment when handling chemicals
- Carrying out unauthorised interventions on running equipment near nip points without covers and guards in place
- Working on equipment without prescribed LOTO for all energies in place

**b) Other violations** of contract requirements, generally applicable legal and other regulations.

In the event of other violations, the relevant person may have the entry permission withdrawn with immediate effect upon the first violation, at the Client's decision, for a period determined by the Client.

**If a state administration authority applies penalties against the Client for such a breach, the Contractor undertakes to pay these in full within 15 days of the Client's request.**

**Breaches of regulations and rules by the Contractor resulting in the occurrence of a hazardous event, registered or fatal work injury of the Client's personnel, Contractor's personnel or personnel of other third parties are deemed to be very serious breaches of the rules and the Contractor is obliged to pay the Client a contractual penalty as specified in Article 9 for each individual breach. If a state administration authority applies penalties against the Client for such breach, the Contractor undertakes to pay them in full. It also undertakes to pay all demonstrable damage caused to the Client within 15 days of the Client's request.**

The Client may, for breach of regulations and rules by the Contractor's personnel, require the Contractor to arrange for additional OHS and FP training for that particular employee of the Contractor at the Contractor's expense. The Contractor's employees may be prohibited from entering the site of Mondi Štětí a.s. for very serious breaches of legal regulations and OHS and FP rules, including for good.

<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 15 / 17</b>
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A very serious breach of STPTC requirements by the Contractor shall be considered by the Contracting Parties a substantial breach of the Contract possibly leading to immediate withdrawal or termination of the Contract without notice by the Client. Withdrawal or termination of the Contract shall not prejudice the entitlement to a contractual penalty.

For a breach of obligations under these STPTC, the Contractor is obliged to pay the Client a contractual penalty in the amount indicated below, for each individual breach of obligation.

<b>AREA</b>	<b>BREACH</b>	<b>CARD IMPOSED</b>	<b>CONSEQUENCES (warning or prohibiting a person to enter the Mondi Štětí site )</b>	<b>PENALTY (in CZK excluding VAT)</b>	<b>NOTES (by the Client)</b>
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<b>ALCOHOL</b>	up to 0.20 per mille	yellow card	for 1 day	10,000	SharePoint
	0.21 – 0.29 per mille	red card	1 month; when driving a car, report to the Police of the Czech Republic	10,000	SharePoint and attendance
	0.30 and more per mille	red card	1 year; when driving a car, report to the Police of the Czech Republic	10,000	SharePoint and attendance
	repeated breach or rejection by a person	red card	permanently	10,000	SharePoint and attendance
	rejection to take a test	red card	1 year; when driving a car, report to the Police of the Czech Republic	10,000	SharePoint and attendance

<b>BEHAVIOUR</b>	improper behaviour (taboo words, failure to follow instructions of security guards, Mondi employees, etc.)	yellow card	the person receives a reminder	-	SharePoint
	repeated reminder to a person	red card	6 months	10,000	SharePoint
	serious violation of the Code of Conduct and behaviour	red card	permanently	10,000	SharePoint and attendance

<b>VERSION: 05</b>	<b>VALID FROM: Approval date</b>
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Printed on: 26.8.2024

<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 16 / 17</b>
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	theft	red card	permanently	10,000	SharePoint and attendance
	entry card abuse	red card	permanently	10,000	SharePoint and attendance

<b>PARKING</b>	1 <sup>st</sup> parking without a contact card behind the window or improper parking of the vehicle	yellow card	warning		SharePoint
	2 <sup>nd</sup> and every other parking without a contact card behind the window or improper parking of the vehicle	red card	for 1 month		SharePoint
	3 <sup>rd</sup> and every other improper parking of the vehicle	red card	for 3 months	5,000	SharePoint and attendance

<b>MOVEMENT OF VEHICLES</b>	failure to comply with the rules regulating the movement of vehicles within the site	red card	for 3 months	5,000	SharePoint and attendance
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<b>MOVEMENT BY BIKE OR SCOOTER</b>	1. violation of the rules associated with movement on a bicycle or scooter	yellow card	warning	-	SharePoint
	2. violation within half a year	red card	Ban on entry with a bicycle / scooter for 1 month	-	SharePoint
	3. violation within half a year	red card	Permanent ban on entry with a bicycle / scooter	-	SharePoint

<b>Occupational Safety and Health (OSH)</b>	other violations of Reg. No. 67, OSH	1 <sup>st</sup> yellow card for the past 6 months	warning	-	SharePoint
	repeated other violations of Reg. No. 67, OSH...	2 <sup>nd</sup> yellow card for the past 6 months	warning	-	SharePoint and attendance

<b>VERSION: 05</b>	<b>VALID FROM: Approval date</b>
--------------------	----------------------------------

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Printed on: 26.8.2024



<b>Mondi Štětí a.s.</b>	<b>Regulation No. 67</b>	<b>Page No. 17 / 17</b>
-------------------------	--------------------------	-------------------------

	very serious violation of Reg. No. 67 and the second repeated violation of Reg. No. 67, OSH over the past 6 months	1 <sup>st</sup> red card	for 1 day up to 1 year (at the Client's discretion according to the infringer's behaviour), talking-to, completion of initial training	10,000	SharePoint and attendance
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A contractual penalty shall be imposed through invoice.

**Annexes to the STPTC:**

- Annex 1 – List of Chemical Substances
- Annex 2 – Mandatory Parts of the SHE Plan, Technological Procedure and Risk Assessment

<b>VERSION: 05</b>	<b>VALID FROM: Approval date</b>
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