

CSR Clauses

applied in the purchasing process

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Subject matter of the amendments implemented: New requirements for industrial waste and sanctions towards partners not conforming to such requirements have been added (par. 2.7, p.14-19).

Supervised by: Procurement Process Support Department (WZ)

Designations:

/XXX/ - the Contractor / Counterparty / Tenderer / Tenderer's name

/YYY/ - the Ordering Party/ Principal / name of the company of LOTOS Capital Group

1. Clauses applied in the market research process and in the contractor selection proceedings in the LOTOS Capital Group

1.1 Health, safety and environmental protection

/XXX/ declares that it complies with applicable legal regulations concerning widely understood environmental protection, especially within the scope of obtaining required permits, providing notifications and submitting information as well as respecting limitations of use of the natural environment, use of circular economy, including in particular those resulting from an appropriate waste management. In addition, /XXX/ declares that it carries out its activities in a sustainable way and takes actions limiting the negative influence of its activity on the natural environment.

1.2 Respect for human rights

/XXX/ declares that it applies national and Community legal regulations within the scope of employment in its business activity, including and in particular the Labour Code and implementing acts issued on its basis.

1.3 Social impact - integrating activities

/XXX/ declares that it takes social issues into consideration in its business activity and aims at maximisation of integration of social, environmental, ethical and human rights values with its own activity as well as the activity of other interested parties and the society as a whole.

1.4 No conflict of interest

/XXX/ declares that in case of selection of its tender and conclusion of the contract for the execution of the subject matter of the request for quotation, it agrees to include the following provisions in the contract:

1. /XXX/ declares that according to its best knowledge, on the day of the Contract execution, there is no conflict of interest which could pose an obstacle for a duly implementation of the Contract by /XXX/, influence its impartiality, quality of works performed by it or of services rendered by it, its independence or reliability.
2. /XXX/ declares that it undertakes to maintain due diligence within the scope required from the business activity conducted by it and to take actions aiming at avoiding conflicts of interests.
3. /XXX/ declares that if there is a suspicion of the risk of conflict of interests which may affect the declaration referred to in point 1 during the period of the Contract's execution, it shall immediately inform **Grupa LOTOS S.A.** in writing of such a suspicion with a justification and shall propose any required actions to be taken in order to avoid the conflict, taking into the account the widely-understood interest of **Grupa LOTOS S.A.** and business ethics it applies.

1.5 Anti-kickback clause

1. /XXX/ declares that it did not offer nor provide any financial nor personal benefits in order to influence the **Grupa LOTOS S.A.'s** decision on the choice of tender in contractor selection proceedings no. concerning, it did not influence the choice in any way which would be contradictory to the law or good manners and did not take part in any agreements or arrangements between /XXX/ and third parties, which would be aimed at influencing the above-

mentioned choice of tender.

2. Clauses applied to conclusion of contracts by Grupa LOTOS S.A.

2.1 Health and safety clause for contractors entering the premises of Grupa LOTOS S.A. and performing construction, installation and surveillance works on the basis of a permanent or “temporary” contractor card

1. /XXX/ and other persons performing work on its behalf are obliged to apply and comply with the applicable legal requirements, internal regulations of Grupa LOTOS S.A. and industrial/technical standards concerning occupational safety, health protection and fire protection relating to works performed under the Contract.
2. /XXX/ shall be obliged to follow and monitor on an ongoing basis the currently effective rules and behaviour standards applicable at the premises of Grupa LOTOS S.A., in particular in relation to work safety, fire prevention and physical safety, made available by Grupa LOTOS S.A. on the following website: *Grupa LOTOS’ Requirements for Contractors* at: <https://kontrahenci.lotos.pl>. /XXX/ shall be obliged to designate an individual who will have access to the aforementioned website using login and password provided upon the Contract award. The designated person must coordinate the works provided for in the Contract and be present on the premises of Grupa LOTOS S.A. during their performance.
3. In case of difficulties with logging on to the website/getting access to the documents, please inform Grupa LOTOS S.A. about this fact immediately, at the following e-mail address: kontrahenci@grupalotos.pl.
4. Changes to the documents made available on the above website become effective on the day indicated on the said website and do not require a written amendment to the Contract to become effective.
5. Before commencing work on the premises of Grupa LOTOS S.A., /XXX/ is obliged to acquaint all persons performing work on its behalf with the requirements of work safety and fire protection applicable on the premises of Grupa LOTOS S.A. and to ensure distribution of the requirements made available on the aforementioned website to all persons performing work on its behalf.
6. /XXX/ shall ensure that its subcontractors carrying out works on the premises of Grupa LOTOS S.A. are familiar with and comply with the rules and standards of conduct applicable on the premises of Grupa LOTOS S.A.
7. Violation of the rules and standards of conduct applicable on the premises of Grupa LOTOS S.A., in particular with respect to work safety, fire protection and physical safety, may constitute grounds for Grupa LOTOS S.A. to immediately withdraw from the Contract for reasons attributable to /XXX/ within the deadline specified in the Contract for withdrawal from the Contract for reasons attributable to /XXX/ and to seek contractual penalties and compensation under general rules, up to the full amount of the damage suffered.
8. /XXX/ shall send its employees and other persons performing works on its behalf to training concerning general safety rules applicable in Grupa LOTOS S.A., conducted by Grupa LOTOS

- S.A. The training is implemented in the form of an e-learning course uploaded on the e-learning platform at the following address: kontrahenci@grupalotos.pl or, in cases agreed with Grupa LOTOS S.A., in the form of in-person training.
9. **/XXX/** is obliged to immediately notify Grupa LOTOS S.A. about a hazardous event occurring on its premises, including an accident at work, fire, emergency or other local hazard, in accordance with the provisions of the valid *Guide on Rules of Conduct at the premises of Grupa LOTOS S.A.* available on the above-mentioned website.
 10. In the event of **/XXX/**'s non-compliance with the regulations of Grupa LOTOS S.A. applicable on the premises of Grupa LOTOS S.A., Grupa LOTOS S.A. may charge a contractual penalty of one thousand zlotys (PLN 1,000) for each non-compliance. Compliance with the above requirements is monitored by the employees of Grupa LOTOS S.A.'s Occupational Health and Safety Office and specialists supervising works on behalf of Grupa LOTOS S.A. as well as employees of entities providing property and personal security services on the premises of **Grupa LOTOS S.A.** In every case it is found that **/XXX/**, its employees or other persons performing works on its behalf do not comply with the regulations concerning occupational safety, fire safety and physical safety applicable on the premises of Grupa LOTOS S.A., LOTOS Ochrona Sp. z o.o. / Grupa LOTOS S.A.'s Occupational Health and Safety Office / other authorised units shall impose sanctions provided for in the *Penalty table for employees of external companies* available at: *Grupa LOTOS' Requirements for Contractors* at: <https://kontrahenci.lotos.pl>. **/XXX/** declares that it has familiarised itself with the *Penalty Table* and agrees for sanctions specified in it. If the **/XXX/** employees' right to enter Grupa LOTOS S.A. premises are revoked, all consequences shall be borne by **/XXX/**. In addition, in the aforementioned event, Grupa LOTOS S.A. shall have the right to make a unilateral decision on suspension of operation of machines or other technical devices as well as of the works performed, in their entirety or part, or of works performed by certain persons at the premises of Grupa LOTOS S.A., until it is confirmed that the infringement has been removed. Suspension of works will not affect the term for performance of works specified in the Contract.
 11. Notwithstanding the application of sanctions resulting from the *Penalty table for employees of external companies*, Grupa LOTOS S.A. is entitled to charge the contractual penalties stipulated below. The above mentioned actions shall be reported to the **/XXX/** whose employee has committed the infringement.
 12. While on the premises of Grupa LOTOS S.A., employees of **/XXX/** and other persons performing works on its behalf shall not perform any work under the influence of alcohol or drugs, nor shall they possess alcohol or drugs.
 13. **/XXX/** shall pay Grupa LOTOS S.A. a contractual penalty of one thousand zlotys (PLN 1,000.00) per event in case of the first two events involving the disclosure that **/XXX/**'s employee or another person performing works on its behalf in a given calendar year is under the influence of alcohol (from 0.2‰ of blood alcohol or from 0.1 mg of alcohol in 1 dm³ of the exhaled air), while the refusal to undergo an examination shall be treated equally to the disclosure that an employee is under the influence of alcohol or narcotic drugs. For each subsequent person who violates the obligation to remain sober in a given calendar year **/XXX/** shall pay ten thousand

zlotys (PLN 10,000.00) per person. The limit of two persons per a calendar year in which the lower penalty will be charged is the total limit granted to /XXX/ for all agreements (including Orders) concluded with Grupa LOTOS S.A. and the number of persons who are found to be performing works under the Contract or other agreements (including Orders) under the influence of alcohol or drugs or narcotic substances is to be summed up. /XXX/ shall ensure that appropriate provisions in this respect are included in contracts with the Subcontractors. The parties agree that Grupa LOTOS S.A. shall issue a debit note to /XXX/ for the reserved contractual penalty for breach of the sobriety obligation. The debit note shall contain information on the assignment of the receivables to LOTOS Ochrona Sp. z o.o., indicating the relevant bank account number of LOTOS Ochrona Sp. z o.o. A person found to be in breach of the rule of sobriety concerning alcohol or intoxicants shall be deprived of his/her access pass, and shall be banned from entering the premises of Grupa LOTOS S.A. for the period specified in the current version of the *Penalty table for employees of external companies*.

14. In the event of a justified suspicion of a breach of internal health and safety regulations, physical safety regulation, a ban on carrying in/out alcohol and intoxicants, weapons and other items prohibited, being under the influence of alcohol or drugs, as well as smoking, using mobile phones and other electronic transmitting equipment in places where such actions are prohibited, Grupa LOTOS S.A. may inspect premises, items, vehicles and clothing belonging to persons performing works on behalf of /XXX/ staying on the premises of Grupa LOTOS S.A., in order to disclose the means, substances, objects and materials whose possession on the premises of Grupa LOTOS S.A. is prohibited. Any person who refuses to cooperate in the inspection shall be banned from entering the premises of Grupa LOTOS S.A. for an indefinite period of time.
15. Upon Grupa LOTOS S.A.'s request /XXX/ will remove the indicated person from the works and replace them with another person from its personnel if the Ordering Party finds that the given person has breached any applicable safety, health, physical safety and/or alcohol and intoxicants regulations. Grupa LOTOS S.A. has a permanent right to control the activities undertaken by /XXX/ and its procedures implemented in order to comply with the provisions of these regulations.
16. Upon Grupa LOTOS S.A.'s request /XXX/ shall submit its Health and Safety Plan that includes a list of people responsible for Health and Safety, together with their contact phone numbers, a risk analysis of the works and ways in which /XXX/ plans to eliminate or reduce such risks. Without the prior written consent of Grupa LOTOS S.A., /XXX/ shall under no circumstances seek or enter into negotiations with any authority or institution to obtain approval of approval of deviations or changes in laws and regulations concerning health and safety at work, environmental protection or excessive noise related to the Contract.
17. /XXX/ represents that all persons performing works on its behalf have medical examinations, training, skills and professional qualifications required by law and have been acquainted in a documented manner with the occupational risks associated with the works performed on the premises of Grupa LOTOS S.A.
18. /XXX/ is obliged to present to Grupa LOTOS S.A. - upon each request - valid certificates, documents confirming the qualifications of /XXX/'s employees, professional risk assessments,

attestations, certificates and registers required by law, concerning all persons performing works on its behalf.

19. /XXX/ declares that for the performance of particularly hazardous works within the meaning of the regulations issued pursuant to Article 237¹⁵ of the Labour Code it shall not employ temporary agency workers.
20. Due to the priority given to safety issues by Grupa LOTOS S.A., any breach by /XXX/ of the rules of safety at work, fire protection or physical safety applicable on the premises of Grupa LOTOS S.A. may constitute a basis for termination or withdrawal from the Contract for reasons attributable to /XXX/. This obligation also applies to subcontractors and other persons acting on behalf of /XXX/. Due to the above, /XXX/ undertakes to include appropriate provisions in its contracts concluded with the subcontractors.
21. Before commencing works, /XXX/ is required to appoint (a) person(s) authorised to manage employees, who shall be authorised to receive a written work permit on the basis of the training he/she attends entitled: "Training authorising for collection of written permits for work on the premises of Grupa LOTOS S.A.". The training is available on the training platform at the following address: <https://e-learning.lotost.pl/>. Persons who will not have a valid certificate confirming the completion of the above mentioned training will not receive work permits issued based on procedure GKL.48.01.00.00.

[In the point/section entitled Representatives of the parties]

On behalf of /XXX/, the person authorised to access the *Grupa LOTOS' Requirements for Contractors* available at: <https://kontrahenci.lotost.pl/> is, e-mail address:.....

The person responsible on behalf of /XXX/ for health and safety issues is, e-mail address:....., tel.

2.2 Health and safety clauses for contractors entering the premises of Grupa LOTOS S.A., not performing construction, installation nor surveillance works etc., on the basis of a guest card or a temporary contractor card (to whom point 2.1 does not apply)

1. If an act or omission of /XXX/, its employees or persons performing works on behalf of /XXX/, regardless of the legal basis for their cooperation, in any way violates the rules of healthy and safe working conditions applicable on the premises of **Grupa LOTOS S.A.**, including fire safety regulations, other regulations and internal safety regulations applicable on the premises of **Grupa LOTOS S.A.**, **Grupa LOTOS S.A.** shall be entitled to charge /XXX/ with a contractual penalty of PLN 1,000.00 (in words: one thousand zlotys) for each event consisting in an act or omission. In every case it is found that /XXX/, its employees or other persons performing works on its behalf do not comply with the regulations concerning occupational safety, fire safety and physical safety applicable on the premises of Grupa LOTOS S.A., LOTOS Ochrona Sp. z o.o. / Grupa LOTOS S.A.'s Occupational Health and Safety Office / other authorised units shall impose sanctions provided for in the *Penalty table for employees of external companies*.

2. In addition, in the aforementioned event, **Grupa LOTOS S.A.** shall have the right to make a unilateral decision on suspension of operation of machines or other technical devices as well as of the works performed, in their entirety or part, or of works performed by certain persons at the premises of **Grupa LOTOS S.A.**, until it is confirmed that the infringement has been removed. Suspension of the works will not affect the term for performance of works specified in the Contract.
3. **Grupa LOTOS S.A.** is entitled to charge **/XXX/** with the costs of downtime resulting from the suspension of works in the manner described above.
4. **/XXX/** is obliged to immediately notify Grupa LOTOS S.A. of a hazardous event occurring on its premises, including an accident at work, fire, emergency or other local hazard.
5. While on the premises of Grupa LOTOS S.A., employees of **/XXX/** and other persons performing works on its behalf shall not perform any work under the influence of alcohol or drugs, nor shall they possess alcohol or drugs.
6. **/XXX/** shall pay Grupa LOTOS S.A. a contractual penalty of one thousand zlotys (PLN 1,000.00) per event in case of the first two events involving the disclosure that **/XXX/s** employee or another person performing works on its behalf in a given calendar year is under the influence of alcohol (from 0.2‰ of blood alcohol or from 0.1 mg of alcohol in 1 dm³ of the exhaled air), while the refusal to undergo an examination shall be treated equally to the disclosure that an employee is under the influence of alcohol or narcotic drugs. For each subsequent person who violates the obligation to remain sober in a given calendar year **/XXX/** shall pay ten thousand zlotys (PLN 10,000.00) per person. The limit of two persons per a calendar year in which the lower penalty will be calculated is the total limit granted to **/XXX/** for all agreements (including Orders) concluded with Grupa LOTOS S.A. and the number of persons who are found to be performing works under the Contract or other agreements (including Orders) under the influence of alcohol or narcotic substances is to be summed up. **/XXX/** shall ensure that appropriate provisions in this respect are included in contracts with its Subcontractors. The parties agree that Grupa LOTOS S.A. shall issue a debit note to **/XXX/** for the reserved contractual penalty for breach of the sobriety obligation. The debit note shall contain information on the assignment of the receivables to LOTOS Ochrona Sp. z o.o., indicating the relevant bank account number of LOTOS Ochrona Sp. z o.o. A person found to be in breach of the rule of sobriety concerning alcohol or intoxicants shall be banned from entering the premises of Grupa LOTOS S.A. for the period specified in the current *Penalty table for employees of external companies*.
7. In the event of a justified suspicion of a breach of internal health and safety regulations, physical safety regulation, a ban on carrying in/out alcohol and intoxicants, weapons and other items prohibited, being under the influence of alcohol or drugs, as well as smoking, use of mobile phones and other electronic transmitting equipment in places where such actions are prohibited, Grupa LOTOS S.A. may inspect premises, things, vehicles and clothing belonging to persons performing works on behalf of **/XXX/** staying on the premises of Grupa LOTOS S.A., in order to disclose the means, objects and materials whose possession on the premises of Grupa LOTOS S.A. is prohibited. Any person who refuses to cooperate in the inspection shall be banned from entering the premises of Grupa LOTOS S.A. for an indefinite period of time.

8. Upon Grupa LOTOS S.A.'s request /XXX/ will remove the indicated person from the works and replace them with another person from its personnel if the Ordering Party finds that the given person has breached any applicable safety, health, physical safety and/or alcohol and intoxicants regulations. Grupa LOTOS S.A. has a permanent right to control the activities undertaken by /XXX/ and its procedures implemented in order to comply with the provisions of these regulations.
9. Due to the priority given to safety issues by Grupa LOTOS S.A., any breach by /XXX/ of the rules of safety at work, fire protection or physical safety applicable on the premises of Grupa LOTOS S.A. may constitute a basis for termination or withdrawal from the Contract for reasons attributable to /XXX/. This obligation also applies to subcontractors and other persons acting on behalf of /XXX/. Due to the above, /XXX/ undertakes to include appropriate provisions in its contracts concluded with the subcontractors.
10. Persons authorised to carry out inspections regarding the aforementioned requirements, as well as to suspend the works in their entirety or part, are persons supervising works on behalf of **Grupa LOTOS S.A.** or **Grupa LOTOS S.A.'s** Health and Safety Service or employees of entities providing personal and property security services on **Grupa LOTOS S.A.** premises.

2.3 Ethical clause

Grupa LOTOS S.A. carries out its activity with a sense of responsibility for consequences of its actions and applies uniform standards concerning ethical assessment of actions of its employees and third persons, respect for human rights, respect for employee rights and respect for natural environment.

Grupa LOTOS S.A. cares about respect for human rights within the entire chain of values represented in the business activity it carries out. In a spirit of social responsibility for the entire collective life and care for common good **Grupa LOTOS S.A.** takes actions related to compliance with rights and laws, including international rules, in the activity it conducts, taking into account the concept of Corporate Social Responsibility (CSR). The company takes actions related to shaping appropriate economic and social relations.

In its actions, **Grupa LOTOS S.A.** aims at creating a working environment based on mutual respect and tolerance. The company ensures protection of personal data and discretion for all persons who decide to report a suspicion of an infringement of rules applicable in **Grupa LOTOS S.A.** referred to in the "Ethical code of the LOTOS Capital Group" or other regulations related to the Corporate Social Responsibility concept implemented and applied by the Company

The "Ethical code of the LOTOS Capital Group" can be read at www.odpowiedzialny.lotosp.pl

2.4 No conflict of interest

/XXX/ declares that according to its best knowledge, on the day of the Contract execution, there is no conflict of interest which could pose an obstacle for a duly implementation of the Contract,

influence its impartiality, quality of works performed by it or of services rendered by it, its independence or reliability.

/XXX/ declares that it undertakes to maintain due diligence within the scope required from the business activity conducted by it and to take actions aiming at avoiding conflicts of interests.

/XXX/ declares that if there is a suspicion of the risk of conflict of interests which may affect the aforementioned declaration during the period of the Contract's execution, it shall immediately inform **Grupa LOTOS S.A.** in writing of such a suspicion with a justification and shall propose any required actions to be taken in order to avoid the conflict, taking into the account the widely-understood interest of **Grupa LOTOS S.A.** and business ethics it applies.

2.5 Anti-kickback clause

/XXX/ declares that it did not offer nor provide any financial or personal benefits in order to influence the Grupa LOTOS S.A. decision about the choice of its tender. It did not influence */YYY/* choice in any way which would be contradictory to the law or good manners and did not take part in any agreements or arrangements with third persons which would be aimed at influencing the Grupa LOTOS S.A.'s choice of tender. */XXX/* represents that no part of the compensation for the performance of the contract will be intended to cover the costs of the provision of such financial or personal benefits by either party.

2.6 Environmental protection (for contracts subject to 2.7)

/XXX/ declares that it complies with applicable legal regulations concerning widely understood environmental protection, especially within the scope of obtaining required permits, providing notifications and submitting information as well as respecting limitations of use of the natural environment, use of circular economy, including in particular those resulting from an appropriate waste management. In addition, */XXX/* declares that it carries out its activities in a sustainable way and takes actions limiting the negative influence of its activity on the natural environment.

2.7 Environmental protection (in contracts concerning works resulting in waste generation or use of chemical substances in performance of works within the scope of the mechanical, electrical, automation and chemical industries)

1. In connection with the works covered by the Contract, */XXX/* shall under no circumstances cause, authorise or permit emissions, in whatever form, intensity or environmental impact, of any substance and/or waste, which may lead to pollution or other environmental damage, and the release of which into the environment contravenes any applicable law or regulations, introduced and applicable now or in the future.
2. */XXX/* undertakes that as part of the performance of the subject matter of the Contract, it shall supervise on an ongoing basis the works related to waste generation, sewage disposal, emission reduction and rational use of utilities.
3. */XXX/* shall comply with all legal requirements relating to the Works performed under the Contract and shall remain responsible for compliance with all laws, regulations and environmental requirements governing hazardous substances and health and safety.

4. /XXX/ shall not store hazardous substances at the place of performance of the subject matter of the Contract in violation of any legally imposed storage restrictions.
5. /XXX/ shall, at its own expense, take all necessary measures to protect third parties, including employees and representatives of Grupa LOTOS S.A. against potential injuries caused by waste or hazardous and/or toxic substances resulting from the actions of /XXX/ or used by it.
6. /XXX/ shall immediately consult with Grupa LOTOS S.A. any discharges, releases and spills of hazardous substances and/or waste.
7. /XXX/ shall maintain clean, tidy and secure conditions at all times at the place of performance of the subject matter of the Contract in all other places it uses in connection with the performance of the Contract. Upon completion of the works covered by the Contract, /XXX/ shall immediately return to Grupa LOTOS S.A. the unused materials and devices provided to /XXX/ and remove all unused materials and devices provided by /XXX/ as well as equipment from the premises of Grupa LOTOS S.A., leaving the premises and their surroundings clean, safe and ready for operation.
8. /XXX/ will gradually and selectively collect the waste resulting from the works covered by the Contract, performed by it or on its behalf, taking care to prevent or reduce the generation or mixing of waste and the quantity of waste through appropriate use of materials, equipment and equipment. /XXX/ shall hand over the waste for storing, recycling or disposal only to entities holding a permit of an appropriate authority for conduction of a business activity in the field of waste management, unless such a permit is not required. /XXX/ shall inform Grupa LOTOS S.A. about the need to remove waste each time before removing them from the place of work performance or places of waste storage.
9. **Subject to point 16 and other provisions of the Contract, /XXX/ is the waste producer with respect to all types and quantities of waste that will be generated as a result of the contract.** /XXX/ is responsible for handling the waste generated in accordance with legal regulations and shall bear civil, administrative and criminal liability for non-compliance with waste regulations.
10. /XXX/ represents that it will not use waste containing petroleum-derivative substances produced under the Contract to produce heating or propellant fuels, and that it will not hand over such waste to other entities in order for them to produce heating or propellant fuels.
11. With respect to waste which, under the Contract, is considered to have been generated by the Ordering Party, /XXX/ is obliged to provide relevant units of Grupa LOTOS S.A. with information on the types and quantities of waste generated on an ongoing basis, but no less frequently than within periods enabling Grupa LOTOS S.A. to systematically and reliably keep records of waste. Such waste may be stored only in storage areas and facilities indicated by Grupa LOTOS S.A.; however, neither /XXX/ nor any other persons acting on its behalf are authorised to manage such waste, except for storing it as part of the waste generation process.
12. In the event that Grupa LOTOS S.A. is charged with any sanctions for /XXX/'s non-compliance with waste management regulations or the foregoing provisions, /XXX/ shall immediately reimburse Grupa LOTOS S.A. all documented costs or expenses incurred by it, without

- prejudice to Grupa LOTOS S.A.'s right to set them off against any outstanding receivables due to **/XXX/**.
13. In the event that **/XXX/**, despite a written request to remove irregularities or infringements, still violates any of the provisions contained above or regulations applicable at Grupa LOTOS S.A.'s premises, which it is obliged to observe, Grupa LOTOS S.A., regardless of the scale, rank, duration and effects of such a violation, without prejudice to the entitlements with respect to provisions concerning termination or withdrawal from the Contract, may, at its own discretion, collect the waste itself, within the scope of its powers, or entrust the waste collection to authorised entities selected by it, to the **/XXX/**'s benefit and at the **/XXX/**'s risk and cost, while **/XXX/** shall reimburse Grupa LOTOS S.A. the cost of the above operations or Grupa LOTOS S.A. shall set off this cost against the amounts due to **/XXX/**.
 14. Grupa LOTOS S.A. informs that all industrial waste generated in relation to the presence of persons performing works on behalf of and/or upon the order of **/XXX/** (including its employees and subcontractors) on the premises of Grupa LOTOS S.A. shall be placed by **/XXX/** in containers for selective collection of industrial waste.
 15. **/XXX/** shall provide its own containers for industrial waste generated during the performance of the subject matter of the Contract and shall collect such waste separately. The waste collected shall be disposed of by **/XXX/** and **managed** by **/XXX/** on its own as part of the Contract.
 16. The above provisions do not apply to the scrap metal generated, whose **producer** shall be Grupa LOTOS S.A. **/XXX/** is required to collect and transport scrap metal to the waste storage facility on Grupa LOTOS S.A.'s premises.
 17. Grupa LOTOS S.A. shall be entitled to charge **/XXX/** with a contractual penalty in the amount of **PLN 1000** (in words: one thousand zlotys) for the **first** event consisting in placing the industrial waste outside the containers for selective industrial waste collection provided by the Contractor. In case of a second or any further such an incident, Grupa LOTOS S.A. shall be entitled to charge a contractual penalty in the amount of **PLN 5000** (in words: five thousand zlotys). The above does not preclude Grupa LOTOS S.A. from seeking additional compensation in excess of the value of the calculated contractual penalty on general terms.
 18. The following are authorised to control compliance with the above requirements: employees of production plants on the premises of Grupa LOTOS S.A., employees of Grupa LOTOS S.A. performing works in the area where industrial waste is produced as a result of the works, employees of the Environmental Protection Office of Grupa Lotos S.A., specialists supervising the works on behalf of or upon the order of Grupa LOTOS S.A. and employees of entities providing property and personal security services on the premises of Grupa LOTOS S.A.

2.8 Respect for human rights

/XXX/ declares that it applies legal regulations within the scope of employment in its business activity, including and in particular the Labour Code and implementing acts issued on its basis.

2.9 Social impact - integrating activities

/XXX/ declares that it takes social issues into consideration in its business activity and aims at maximisation of integration of social, environmental, ethical and human rights values with its own activity as well as the activity of other interested parties and the society as a whole.

2.10 Audit of the Supplier

Taking into account the quality of the contract fulfilment, safety of work, environmental protection and corporate responsibility policies, **Grupa LOTOS S.A.** reserves the right to carry out audits on the /XXX/'s premises within the scope constituting the subject matter of the contract. Such activities are aimed at assessing compliance with requirements referred to in contractual documents and other documents delivered in order to be applied, as well as appropriate legal regulations and standards applicable to the contract's execution.

3. Clauses applied to conclusion of contracts by companies of Grupa LOTOS S.A.

3.1 Health and safety clause for contractors entering the premises of Grupa LOTOS S.A. and performing construction, installation and surveillance works on the basis of a permanent or "temporary" contractor card ¹

NOTICE! Companies outside Grupa LOTOS S.A. should adjust the health and safety clauses to the rules and internal requirements applicable in the company. Companies within Grupa LOTOS S.A. should supplement the clauses with additional rules applicable in the company (if justified).

1. /XXX/ and other persons performing work on its behalf are obliged to apply and comply with the applicable legal requirements, internal regulations of /YYY/ and industrial/technical standards concerning occupational safety, health protection, fire protection, relating to works performed under the Contract.
2. /XXX/ is obliged to comply with the rules and standards of conduct currently applicable at /YYY/'s premises, in particular those concerning occupational safety, fire safety and physical safety, submitted or made available by a person authorised by /YYY/ to /XXX/ or to a contact person authorised by /XXX/. /XXX/'s authorised person that shall be provided with rules and standards applicable at **Grupa LOTOS S.A.** and that shall be the contact person within such a scope is: first and last name: e-mail address:
3. The Parties agree that all notifications and correspondence concerning rules and standards applicable at Grupa LOTOS S.A. premises sent to the aforementioned e-mail address or fax no. shall be deemed as delivered, and /XXX/ shall not be entitled to invoke its lack of knowledge of

¹ If the company uses the "Grupa LOTOS' Requirements for Contractors" website, then instead of items 2-3, the same provisions as in point 2.1, item 2-4 should be applied, and in the point/section entitled Representatives of the parties, a person authorised by /YYY/ to have access to the *Grupa LOTOS' Requirements for Contractors* should be indicated together with his/her e-mail address.

the content of current standards and rules of conduct. Any changes to the rules and standards applicable on the premises of Grupa LOTOS S.A., shall enter into life on the day they are communicated according to the rules indicated above. /XXX/ is obliged to ensure that the persons working on its behalf comply with the rules and standards.

4. Before commencing work on the premises of Grupa LOTOS S.A., /XXX/ is obliged to acquaint all persons performing works on its behalf with the requirements of work safety and fire protection applicable on the premises of Grupa LOTOS S.A. and to ensure distribution of the requirements made available on the aforementioned website to all persons performing work on its behalf.
5. /XXX/ shall ensure that its subcontractors carrying out works on the premises of Grupa LOTOS S.A. are familiar with and comply with the rules and standards of conduct applicable on the premises of Grupa LOTOS S.A.
6. Violation of the rules and standards of conduct applicable on the premises of Grupa LOTOS S.A., in particular with respect to work safety, fire protection and physical safety, may constitute grounds for /YYY/ to immediately withdraw from the Contract for reasons attributable to /XXX/ within the deadline specified in the Contract for withdrawal from the Contract for reasons attributable to /XXX/ and to seek contractual penalties and compensation under general rules, up to the full amount of the damage suffered.
7. /XXX/ shall send its employees and other persons performing work on its behalf to training concerning general safety rules applicable in Grupa LOTOS S.A., conducted by /YYY/. The training is provided in the form agreed between /XXX/ and /YYY/.
8. /XXX/ is obliged to immediately notify /YYY/ of a hazardous event occurring on its premises, including an accident at work, fire, emergency or other local hazard, in accordance with the provisions of the valid *Guide on Rules of Conduct at the premises of Grupa LOTOS S.A.*
9. In the event of /XXX/'s non-compliance with the regulations of Grupa LOTOS S.A. applicable on the premises of Grupa LOTOS S.A., Grupa LOTOS S.A. may charge a contractual penalty of one thousand zlotys (PLN 1,000) for each non-compliance. Compliance with the above requirements is monitored by health and safety service employees of /YYY/ and specialists supervising works on behalf of /YYY/ as well as employees of entities providing property and personal security services on the premises of **Grupa LOTOS S.A.** In every case it is found that /XXX/, its employees or other persons performing work on its behalf do not comply with the regulations concerning occupational safety, fire safety and physical security applicable at Grupa LOTOS S.A. premises, the entity providing property and personal security service / the Health and Safety Service of /YYY/ / other authorised units shall impose sanctions provided for in the *Penalty table for employees of external companies* submitted in accordance with point 2. /XXX/ declares that it has familiarised itself with the *Penalty Table* and agrees to the sanctions specified in it. If the /XXX/ employees' right to enter Grupa LOTOS S.A. premises are revoked, all consequences shall be borne by /XXX/. In addition, in the aforementioned event, /YYY/ shall have the right to make a unilateral decision on suspension of operation of machines or other technical devices as well as of the works performed, in their entirety or part, or of works performed by certain persons at the premises of Grupa LOTOS S.A., until it is confirmed that

- the infringement has been removed. Suspension of works will not affect the term for performance of works specified in the Contract.
10. Notwithstanding the application of sanctions resulting from the *Penalty table for employees of external companies*, /YYY/ is entitled to charge the contractual penalties stipulated below. The above mentioned actions shall be reported to the /XXX/ whose employee has committed the violation.
 11. While on the premises of Grupa LOTOS S.A., employees of /XXX/ and other persons performing works on its behalf shall not perform any work under the influence of alcohol or drugs, nor shall they possess alcohol or drugs.
 12. /XXX/ shall pay /YYY/ a contractual penalty of one thousand zlotys (PLN 1,000.00) per one event in case of the first two events involving the disclosure that /XXX/'s employee or another person performing works on its behalf in a given calendar year is under the influence of alcohol (from 0.2‰ of blood alcohol or from 0.1 mg of alcohol in 1 dm³ of the exhaled air), while the refusal to undergo an examination shall be treated equally to the disclosure that an employee is under the influence of alcohol or narcotic drugs. For each subsequent person who violates the obligation to remain sober in a given calendar year /XXX/ will pay ten thousand zlotys (PLN 10,000.00) per person. The limit of two persons per a calendar year in which the lower penalty will be charged is the total limit granted to /XXX/ for all agreements (including Orders) concluded with /YYY/ and the number of persons who are found to be performing works under the Contract or other agreements (including Orders) under the influence of alcohol or drugs or narcotic substances is to be summed up. /XXX/ shall ensure that appropriate provisions in this respect are included in contracts with the Subcontractors. The parties agree that /YYY/ shall issue a debit note to /XXX/ for the reserved contractual penalty for breach of the sobriety obligation. The debit note shall contain information on the assignment of the receivables to LOTOS Ochrona Sp. z o.o., indicating the relevant bank account number of LOTOS Ochrona Sp. z o.o. A person found to be in breach of the rule of sobriety concerning alcohol or intoxicants shall be deprived of his/her access pass, and shall be banned from entering the premises of Grupa LOTOS S.A. for the period specified in the current version of *the Penalty table for employees of external companies*.
 13. In the event of a justified suspicion of a breach of internal health and safety regulations, physical safety regulation, a ban on carrying in/out alcohol and intoxicants, weapons and other items prohibited, being under the influence of alcohol or drugs, as well as smoking, use of mobile phones and other electronic transmitting equipment in places where such actions are prohibited, /YYY/ may inspect premises, items, vehicles and clothing belonging to persons performing works on behalf of /XXX/ staying on the premises of Grupa LOTOS S.A., in order to disclose the means, objects and materials whose possession on the premises of Grupa LOTOS S.A. is prohibited. Any person who refuses to cooperate in the inspection shall be banned from entering the premises of Grupa LOTOS S.A. for an indefinite period of time.
 14. Upon /YYY/s request, /XXX/ shall remove the indicated person from the works and replace them with another person from its personnel if the Ordering Party finds that the given person has breached any applicable safety, health, physical safety and/or alcohol and intoxicants

- regulations. /YYY/ has a permanent right to control the activities undertaken by /XXX/ and its procedures implemented in order to comply with the provisions of these regulations.
15. Upon /YYY/s request, /XXX/ shall submit its Health and Safety Plan that includes a list of people responsible for Health and Safety, together with their contact phone numbers, a risk analysis of the works and ways in which /XXX/ plans to eliminate or reduce such risks. Without the prior written consent of /YYY/, /XXX/ will under no circumstances seek or enter into negotiations with any authority or institution to obtain approval of approval of deviations or changes in laws and regulations concerning health and safety at work, environmental protection or excessive noise related to the Contract.
 16. /XXX/ represents that all persons performing works on its behalf have medical examinations, training, skills and professional qualifications required by law and have been acquainted in a documented manner with the occupational risks associated with the works performed on the premises of Grupa LOTOS S.A.
 17. /XXX/ is obliged to present to /YYY/, upon each request, valid certificates, documents confirming the qualifications of /XXX/s employees, professional risk assessments, attestations, certificates and registers required by law, concerning all persons performing work on its behalf.
 18. /XXX/ declares that for the performance of particularly hazardous works within the meaning of the regulations issued pursuant to 237¹⁵ of the Labour Code it shall not employ temporary agency workers
 19. Due to the priority given to safety issues by /YYY/, any breach by /XXX/ of the rules of safety at work, fire protection or physical safety applicable on the premises of Grupa LOTOS S.A. may constitute a basis for termination or withdrawal from the Contract for reasons attributable to /XXX/. This obligation also applies to subcontractors and other persons acting on behalf of /XXX/. Due to the above, /XXX/ undertakes to include appropriate provisions in its contracts concluded with the subcontractors.
 20. Before commencing work, /XXX/ is required to appoint (a) person(s) authorised to manage employees, who will be authorised to receive a written work permit on the basis of the training he/she attends, and the training shall take a form agreed between /XXX/ and /YYY/.

[In the point/section entitled Representatives of the parties]

The person responsible on behalf of /XXX/ for health and safety issues is, e-mail address:....., tel.....

3.2 Health and safety clauses for contractors entering the premises of Grupa LOTOS S.A., not performing construction, installation nor surveillance works etc., on the basis of a guest card or a temporary contractor card (to whom point 3.1 does not apply)

NOTICE! Companies outside Grupa LOTOS S.A. should adjust the health and safety clauses to the rules and internal requirements applicable in the company. Companies within Grupa LOTOS S.A. should supplement the clauses with additional rules applicable in the company (if justified).

1. If an act or omission of /XXX/, its employees or persons performing works on behalf of /XXX/, regardless of the legal basis for their cooperation, in any way violates the rules of healthy and safe working conditions applicable on the premises of **Grupa LOTOS S.A.**, including fire safety regulations, other regulations and internal safety regulations applicable on the premises of **Grupa LOTOS S.A.**, /YYY/ shall be entitled to charge /XXX/ with a contractual penalty of PLN 1,000.00 (in words: one thousand zlotys) for each event consisting in an act or omission. In every case it is found that /XXX/, its employees or other persons performing works on its behalf do not comply with the regulations concerning occupational safety, fire safety and physical safety applicable on the premises of Grupa LOTOS S.A., /YYY/'s Health and Safety Service / employees of other authorised units providing personal and property security services on the premises of **Grupa LOTOS S.A.** shall impose sanctions provided for in the *Penalty table for employees of external companies*.
2. In addition, in the aforementioned event, /YYY/ shall have the right to make a unilateral decision on suspension of operation of machines or other technical devices as well as of the works performed, in their entirety or part, or of works performed by certain persons at the premises of Grupa LOTOS S.A., until it is confirmed that the infringement has been removed. Suspension of works will not affect the term for performance of works specified in the Contract.
3. /YYY/ is entitled to charge /XXX/ with the costs of the downtime resulting from the suspension of works in the manner described above.
4. /XXX/ is obliged to immediately notify /YYY/ of a hazardous event occurring on its premises, including an accident at work, fire, emergency or other local hazard.
5. While on the premises of Grupa LOTOS S.A., employees of /XXX/ and other persons performing works on its behalf shall not perform any work under the influence of alcohol or drugs, nor shall they possess alcohol or drugs.
6. /XXX/ shall pay /YYY/ a contractual penalty of one thousand zlotys (PLN 1,000.00) per event in case of the first two events involving the disclosure that /XXX/'s employee or another person performing works on its behalf in a given calendar year is under the influence of alcohol (from 0.2‰ of blood alcohol or from 0.1 mg of alcohol in 1 dm³ of the exhaled air), while the refusal to undergo an examination shall be treated equally to the disclosure that an employee is under the influence of alcohol or narcotic drugs. For each subsequent person who violates the obligation to remain sober in a given calendar year /XXX/ shall pay ten thousand zlotys (PLN 10,000.00) per person. The limit of two persons per a calendar year in which the lower penalty will be charged is the total limit granted to /XXX/ for all agreements (including Orders) concluded with /YYY/ and the number of persons who are found to be performing works under the Contract or other agreements (including Orders) under the influence of alcohol or drugs or narcotic substances is to be summed up. /XXX/ shall ensure that appropriate provisions in this respect are included in contracts with its Subcontractors. The parties agree that /YYY/ shall issue a debit note to /XXX/ for the reserved contractual penalty for breach of the sobriety obligation. The debit note shall contain information on the assignment of the receivables to LOTOS Ochrona Sp. z o.o., indicating the relevant bank account number of LOTOS Ochrona Sp. z o.o. A person found

to be in breach of the rule of sobriety concerning alcohol or intoxicants shall be banned from entering the premises of Grupa LOTOS S.A. for the period specified in the current *Penalty table for employees of external companies*.

7. In the event of a justified suspicion of a breach of internal health and safety regulations, physical safety regulation, a ban on carrying in/out alcohol and intoxicants, weapons and other items prohibited, being under the influence of alcohol or drugs, as well as smoking, use of mobile phones and other electronic transmitting equipment in places where such actions are prohibited, /YYY/ may inspect premises, items, vehicles and clothing belonging to persons performing works on behalf of /XXX/ staying on the premises of Grupa LOTOS S.A., in order to disclose the means, objects and materials whose possession on the premises of Grupa LOTOS S.A. is prohibited. Any person who refuses to cooperate in the inspection shall be banned from entering the premises of Grupa LOTOS S.A. for an indefinite period of time.
8. Upon /YYY/s request, /XXX/ shall remove the indicated person from the works and replace them with another person from its personnel if the Ordering Party finds that the given person has breached any applicable safety, health, physical safety and/or alcohol and intoxicants regulations. /YYY/ has a permanent right to control the activities undertaken by /XXX/ and its procedures implemented in order to comply with the provisions of these regulations.
9. Due to the priority given to safety issues by /YYY/, any breach by /XXX/ of the rules of safety at work, fire protection or physical safety applicable on the premises of Grupa LOTOS S.A. may constitute a basis for termination or withdrawal from the Contract for reasons attributable to /XXX/. This obligation also applies to subcontractors and other persons acting on behalf of /XXX/. Due to the above, /XXX/ undertakes to include appropriate provisions in its contracts concluded with the subcontractors.
10. Persons authorised to carry out inspections regarding the aforementioned requirements, as well as to suspend the works in their entirety or part, are persons supervising works on behalf of /YYY/ or /YYY/s Health and Safety Service or employees of entities providing personal and property security services on the premises of Grupa LOTOS S.A.

3.3 Ethical clause

/YYY/, as a company of LOTOS Capital Group, carries out its activity with a sense of responsibility for consequences of its actions and applies uniform standards concerning ethical assessment of actions of its employees and third persons, respect for human rights, respect for employee rights and respect for natural environment.

/YYY/ cares about respect for human rights within the entire chain of values represented in the business activity it carries out. In a spirit of social responsibility for the entire collective life and care for common good, /YYY/ takes actions related to compliance with rights and laws, including international rules, in the activity it conducts, taking into account the concept of Corporate Social Responsibility (CSR). /YYY/ takes actions related to shaping appropriate economic and social relations. In its actions, /YYY/ aims at creating a working environment based on mutual respect and tolerance. /YYY/ ensures protection of personal data and discretion for all persons who decide to report a suspicion of an infringement of rules applicable in LOTOS Capital Group, referred to in the

"Ethical code of the LOTOS Capital Group" or other regulations related to the Corporate Social Responsibility concept implemented and applied by the companies of LOTOS Capital Group.

The "Ethical code of the LOTOS Capital Group" can be read at www.odpowiedzialny.lotost.pl

3.4 No conflict of interest

/XXX/ declares that according to its best knowledge, on the day of the Contract's execution, there is no conflict of interest which could pose an obstacle for a duly implementation of the Contract, influence its impartiality, quality of works performed by it or of services rendered by it, its independence or reliability.

/XXX/ declares that it undertakes to maintain due diligence within the scope required from the business activity conducted by it and to take actions aiming at avoiding conflicts of interests.

/XXX/ declares that if there is a suspicion of the risk of conflict of interests which may affect the aforementioned declaration during the period of the Contract's execution, it shall immediately inform */YYY/* in writing of such a suspicion with a justification and shall propose any required actions to be taken in order to avoid the conflict, taking into the account the widely-understood interest of */YYY/* and business ethics it applies.

3.5 Anti-kickback clause

/XXX/ declares that it did not offer nor provide any financial or personal benefits in order to influence */YYY/*'s decision about the choice of its tender. It did not influence */YYY/* choice in any way which would be contradictory to the law or good manners and did not take part in any agreements or arrangement with third persons which would be aimed at influencing */YYY/*'s choice of tender. */XXX/* represents that no part of the compensation for the performance of the contract will be intended to cover the costs of the provision of such financial or personal benefits by either party.

3.6 Environmental protection (for contracts subject to 3.7)

/XXX/ declares that it complies with applicable legal regulations concerning widely understood environmental protection, especially within the scope of obtaining required permits, providing notifications and submitting information as well as respecting limitations of use of the natural environment, use of circular economy, including in particular those resulting from an appropriate waste management. In addition, */XXX/* declares that it carries out its activities in a sustainable way and takes actions limiting the negative influence of its activity on the natural environment.

3.7 Environmental protection (in contracts concerning works resulting in waste generation or use of chemical substances in performance of works within the scope of the mechanical, electrical, automation and chemical industries)

NOTICE! Companies outside Grupa LOTOS S.A. should adjust the health and safety clauses to the rules and internal requirements applicable in the company. Companies within Grupa LOTOS S.A. should supplement the clauses with additional rules applicable in the company (if justified).

1. In connection with the works covered by the Contract, */XXX/* shall under no circumstances cause, authorise or permit emissions, in whatever form, intensity or environmental impact, of

- any substance and/or waste, which may lead to pollution or other environmental damage, and the release of which into the environment contravenes any applicable law or regulations, introduced and applicable now or in the future.
2. /XXX/ undertakes that as part of the performance of the subject matter of the Contract, it shall supervise on an ongoing basis the works related to waste generation, sewage disposal, emission reduction and rational use of utilities.
 3. /XXX/ shall comply with all legal requirements relating to the Works performed under the Contract and shall remain responsible for compliance with all laws, regulations and environmental requirements governing hazardous substances and health and safety.
 4. /XXX/ shall provide its own containers for industrial waste generated during the performance of the subject matter of the Contract and shall separately collect such waste and dispose of such waste on its own.
 5. /XXX/ shall not store hazardous substances at the place of performance of the subject matter of the Contract in violation of any legally imposed storage restrictions.
 6. /XXX/ shall, at its own expense, take all necessary measures to protect third parties, including employees and representatives of /YYY/ against potential injuries caused by waste or hazardous and/or toxic substances resulting from the actions of /XXX/ or used by it.
 7. /XXX/ shall immediately consult with /YYY/ any discharges, releases and spills of hazardous substances and/or waste.
 8. /XXX/ shall maintain clean, tidy and secure conditions at all times at the place of performance of the subject matter of the Contract in all other places it uses in connection with the performance of the Contract. Upon completion of the works covered by the Contract, /XXX/ shall immediately return to /YYY/ the unused materials and devices provided to /XXX/ and remove all unused materials and devices provided by /XXX/ as well as equipment from the premises of /YYY/, leaving the premises and their surroundings clean, safe and ready for operation.
 9. /XXX/ shall gradually and selectively collect the waste resulting from the works covered by the Contract, performed by it or on its behalf, taking care to prevent or reduce the generation or mixing of waste and the quantity of waste through appropriate use of materials, equipment and equipment. /XXX/ shall hand over the waste for storing, recycling or disposal only to entities holding a permit of an appropriate authority for conduction of a business activity in the field of waste management, unless such a permit is not required. /XXX/ shall inform /YYY/ about the need to remove waste each time before removing it from the place of work performance or waste storing areas.
 10. **Subject to point 11 and other provisions of the Contract, /XXX/ is the waste producer with respect to all types and quantities of waste that will be generated as a result of the contract.** /XXX/ is responsible for handling the waste generated in accordance with legal regulations and shall bear civil, administrative and criminal liability for non-compliance with waste regulations.
 11. /YYY/ shall be the waste producer of steel scrap and non-ferrous metals, which will be produced from /YYY/'s assets as a result of the completion of the contract.

/XXX/ is required to collect and transport scrap metal to the waste storage facility on /YYY/'s premises.

12. /XXX/ represents that it will not use waste containing petroleum-derivative substances produced under the Contract to produce heating or propellant fuels, and that it will not hand over such waste to other entities in order for them to produce heating or propellant fuels.
13. With respect to waste which, under the Contract, is considered to have been generated by the Ordering Party, /XXX/ is obliged to provide relevant units of /YYY/ with information on the types and quantities of waste generated on an ongoing basis, but no less frequently than within periods enabling /YYY/ to systematically and reliably keep records of waste. Such waste may be stored only in storage areas and facilities indicated by /YYY/; however, neither /XXX/ nor any other persons acting on its behalf are authorised to manage such waste, except for storing it as part of the waste generation process.
14. In the event that /YYY/ is charged with any sanctions for /XXX/'s non-compliance with waste management regulations or the foregoing provisions, /XXX/ will immediately reimburse /YYY/ all documented costs or expenses incurred by it, without prejudice to /YYY/'s right to set them off against any outstanding receivables due to /XXX/.
15. In the event that /XXX/, despite a written request to remove irregularities or infringements, still violates any of the provisions contained above or regulations applicable at /YYY/'s premises, which it is obliged to observe, /YYY/ regardless of the scale, rank, duration and effects of such violation, without prejudice to the entitlements with respect to provisions concerning termination or withdrawal from the Contract, may, at its own discretion, collect the waste itself, within the scope of its powers, or entrust the waste collection to authorised entities selected by it, to the /XXX/'s benefit and at the /XXX/'s risk and cost, while /XXX/ shall reimburse /YYY/ the cost of the above operations or /YYY/ shall set off this cost against the amounts due to /XXX/.

3.8 Respect for human rights

/XXX/ declares that it applies legal regulations within the scope of employment in its business activity, including and in particular the Labour Code and implementing acts issued on its basis.

3.9 Social impact - integrating activities

/XXX/ declares that it takes social issues into consideration in its business activity and aims at maximisation of integration of social, environmental, ethical and human rights values with its own activity as well as the activity of other interested parties and the society as a whole.

3.10 Audit of the Supplier

Taking into account the quality of the contract fulfilment, safety of works, environmental protection and corporate responsibility policies, /YYY/ reserves the right to carry out audits on the /XXX/'s premises within the scope constituting the subject matter of the contract. Such activities are aimed at assessing compliance with requirements referred to in contractual documents and other documents delivered in order to be applied, as well as appropriate legal regulations and standards applicable to the contract's execution.