

**Annex no. 4**  
**to the Inquiry no. 01-Multiwire Drawing**  
List of documents required at the stage of  
Signing/Execution of the Contract

**DOMESTIC SUPPLIERS** – new suppliers regardless of the value of the Contract existing suppliers for the Subject Matter of the Contract of over PLN 100,000:

- a. NIP, REGON, KRS/CEIDG [*tax ID; Business ID, National Curt Register/Central Register and Database of Business Activity numbers*];
- b. A copy of the power of attorney to conclude contracts on behalf of the Supplier;
- c. A certificate issued by the competent tax office with information regarding VAT status;
- d. A statement from the tax office confirming the absence of tax arrears of the Contractor;
- e. A statement from Zakład Ubezpieczeń Społecznych [Social Insurance Institution] confirming absence of arrears in payments of contributions for social security, health insurance, the Labour Fund and Guaranteed Employment Benefit Funds;
- f. Confirmation of the fact of submission by the Contractor of VAT-7 form (e.g. on the basis of the copy of the declaration with the stamp of the relevant tax office of the information confirming that the declaration was submitted in the electronic form);
- g. Declaration about lack of ongoing enforcement, administrative or tax proceedings with regards to the Contractor;
- h. Confirmation that the Company is aware of the safety and environmental requirements and does not make any reservations (relates to the services performed at the premises of our factories);
- i. Confirmation that the Company is aware of requirements for Contractors/Subcontractors with regards to management of employees relations and does not make any reservations (applies to services);
- j. Third-Party liability policy for the value not lower than net value of the contract – before signing the Contract;

For deliveries with the value higher than PLN 1,000,000 in addition to the abovementioned, the following documentation must be provided:

- a. financial statement for the last fiscal year<sup>1</sup>
- b. references concerning the Contractor from third parties – in respect to entities with which the Company has not cooperated with regards to the business conducted so far

**FOREIGN SUPPLIERS :**

- a. Declaration confirming that the company is aware of the safety and environmental requirements and does not make any reservations (applies to services performed within our Plants);
- b. Confirmation that the company is aware of the requirements for Contractor/Subcontractors with regards to employees relations management and does not make any reservations (applies to services).
- c. Third-party liability policy for the value not lower than the net value of the contract – before signing the Contract.

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<sup>1</sup> This obligation applies only to those Contactors that are obliged to prepare financial statements in accordance with the provisions of the Accounting Act of 29 September 1994 (i.e. the Journal of Laws of 2013 item 330) or in accordance with the International Accounting Standards, International Financial Reporting Standards and related interpretations communicated in the form of regulations of the European Commission.

**Annex no. 5**  
**To the Inquiry 01-Multiwire Drawing**

Appendix 1 to IS-0-07/IB-0-07

***Occupational Health and Safety and Environmental Requirements for  
Contractors/Subcontractors***

1. Authorized person from the external company shall confirm below that the employees designated to carry out works at the premises of TELE-FONIKA Kable S.A have:
  - valid certificate of period health examinations
  - valid certificate of completion of periodic OHS training,
  - other obligatory qualifications necessary to carry out the works in question.
2. Authorized person from the external company shall confirm below that the tools and devices to be used to carry out works at the premises of TELE-FONIKA Kable S.A have been properly tested and certified and that the all the necessary certificates (including calibration) are valid.
3. Person authorized from the external company hereby confirms below that the employees designated to carry out works at the premises of TELE-FONIKA Kable S.A. have familiarized themselves and are aware of "Integrated Quality, Environment and Occupational Health and Safety Policy of TELE-FONIKA Kable S.A."
4. Before commencement of works at the premises of TELE-FONIKA Kable S.A. it is necessary to undergo the OHS and fire protection training provided by the Health and Safety Specialists of the relevant TELE-FONIKA Kable S.A. Plant. Authorized representative of the external company is required to agree on the time of such training with the representative of Contracting Entity.
5. Before personnel of the external company enter the premises of TELE-FONIKA Kable, the company's authorized representative shall draw up a list of the names of the employees designated to carry out work at TELE-FONIKA Kable and provide the numbers of their ID cards/documents. The list shall be updated by the Contractor/Subcontractor if any of the employees is replaced. The list shall be given to the contact person from TF Kable.
6. Every employee of the Contractor/Subcontractor must wear a clearly displayed company ID badge and is required to have an identity document on his person.
7. The external company shall provide its personnel with working clothes and Personal Protective Equipment as appropriate to the works carried out and in conformity with the rules in force at the site (in accordance with the agreement made with the OHS Specialist of TELE-FONIKA Kable)
8. The area (location) where the Contractor/Subcontractor carries out works must be adequately secured against unauthorized access (establishment of a safety zone, fencing off, signage, changes in the organization of vehicular and pedestrian traffic, lighting of dangerous areas, placing a construction site information board, etc.) after prior agreement with the Principal's authorized representatives.
9. The Contractor/Subcontractor carrying out works must provide sanitary facilities for its personnel in accordance with legislation in force or agree the terms of use of the plant's sanitary facilities with the managers of the relevant Departments.
10. All materials brought onto the premises of TELE-FONIKA Kable and used during the provision of services should be secured so as to prevent contamination of soil, water or air and care shall be taken to ensure good housekeeping in the work area.
11. The Contractor/Subcontractor represents that it shall be fully responsible for the management of the waste generated by it in a manner ensuring the protection of human life and health and of the environment and according to the provisions of the Waste Act.

12. All waste generated on the premises of TELE-FONIKA Kable shall be separately collected in a manner preventing secondary emission into the air, soil contamination or other environmental pollution and (unless the agreement or contract provides otherwise) shall be removed from the site and managed by the Subcontractor in accordance with legislation in force. Any waste left on the premises of TELE-FONIKA shall be disposed of at the expense of the Contractor/Subcontractor.  
The area handed over to the Contractor/Subcontractor for the execution of the works shall be inspected in this respect by the Chief Environmental Specialist.
13. It is prohibited to burn and incinerate wastes and other materials and introduce any chemical substances into the sewage system or the soil.
14. The Contractor/Subcontractor must be equipped with:
  - absorbents and other agents to neutralize any spillages and pollutions as well as materials to contain them,
  - containers for collecting them.
15. If, despite all precautions taken, water or soil has been polluted and there is an environmental hazard, the Contractor is required to follow the rules set out below:
  - in the event of spillage of a substance that may contaminate the soil, it is to be contained by available means (e.g. absorbents),
  - used absorbent are to be collected in a labelled container and handed over to a waste disposal company.
16. Any interruptions, failures, etc. must be immediately reported to the person appointed to communicate with the Contractor/Subcontractor or the plant's Shift Supervisor.
17. In the event of an accident at work or near misses during work at the premises of TELE-FONIKA Kable, the Contractor/Subcontractor shall immediately notify the contact person or the Plant's Shift Supervisor of the event. The Contractor/Subcontractor shall determine the circumstances and causes of the accident at work and near misses in accordance with legislation in force and shall immediately advise the OHS Department of TELE-FONIKA Kable of the findings.
18. The OHS Department of TELE-FONIKA Kable has the right to inspect the places where services are provided by the Contractor/Subcontractor and issue relevant instructions.
19. If the Contractor/Subcontractor carries out work in violation of applicable legal requirements and/or regulations in force at TELE-FONIKA Kable, the authorized representatives, the Construction Inspector and the OHS Department have the right to stop the work for reasons attributable to the Contractor/Subcontractor.
20. Any infringements of OHS, fire, property protection rules and regulations on the premises of TELE-FONIKA Kable **shall result in the following penalties**, which TELE-FONIKA Kable has the right to impose on the Contractor/Subcontractor:
  - a) suspension of work until such time as the irregularities are removed,
  - b) expulsion of the entire crew from the premises of TELE-FONIKA Kable S.A. on the given day,
  - c) temporary prohibition of entry (for a maximum period of one year) on the premises of TELE-FONIKA Kable S.A.,
  - d) financial penalties ranging from PLN 50 to PLN 1000, in particular for:
    - failure to use personal protective equipment, inappropriate organization of work,
    - failure to comply with the work rules, including incorrect storage and handling of hazardous materials and waste and non-compliance with fire regulations, inappropriate behaviour.
  - e) financial penalty of PLN 3000 for each instance where an employee of the Contractor/Subcontractor is found to be under the influence of alcohol or other psychoactive substances or is found to consume them on the premises of TELE-FONIKA Kable S.A.; permanent prohibition of entry on the premises of

TELE-FONIKA Kable S.A. for the employee who was under the influence of alcohol or the above-mentioned substances and handing over of the employee to the police.

21. The Contractor shall be fully responsible for the implementation of the above provisions by its subcontractors.
22. At the request of TELE-FONIKA Kable, the Contractor/Subcontractor shall submit copies of the documents listed in items 1 and 2.
23. By signing this document, the Contractor/Subcontractor shall be bound to exercise the utmost diligence in the performance of the contract / job in order to maximize safety at work and reduce the negative environmental impact.
24. Contact details:

**Principal**

Principal's Representative .....

Plant Representative (Department Manager, Shift Supervisor)  
.....

OHS Department.....

Environmental Specialist .....

**Contractor**

Contractor's Representative.....

***I hereby certify that I have familiarized myself with the foregoing OHS and environmental requirements and declare that the company ..... shall comply with these requirements during works carried out on the premises TELE-FONIKA Kable.***

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Place and date

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Signature of the  
Contractor's/Subcontractor's  
authorized representative

**Annex no. 6  
To the Inquiry no. 01-Multiwire Drawing**

Appendix 5 to IS-0-07/IB-0-07

***Requirements for Contractors/Subcontractors  
with regards to Employee Relations Management***

1. The Contractor/Subcontractor declares that:

- he/she respects the labour and employment regulations (including laws on remuneration, working hours, overtime and other benefits, e.g. sick leaves and holidays), and ensures appropriate protection of personal data of their employees;
- complies with the regulations regarding employment of minors;
- does not make use of forced labour, slave labour or victims of human trafficking;
- treats all employees equally, regardless of colour of their skin, race, nationality, ethnic origin, disability, sexual orientation, systems of beliefs, sex, age, trade union membership, marital or family status (unrelated to the requirements for a given position); this principle extends to recruiting, hiring, training, promotions and other terms and conditions of employment;
- treats his/her employees with respect and protects human rights;
- does not tolerate unacceptable treatment of their employees, e.g. abuse, harassment, intimidation, discrimination, coercion, threats, insults and exploitation; initiates actions to prevent such conduct;
- does not discourage employees from electing their representatives, forming or joining employees' organisations of their choice; does not discriminate against employees who are representatives or intend to join such organisations;
- if accommodation is provided for employees, the Contractor/Subcontractor ensures that the lodgings are safe and meet basic needs of their employees,

2. The Contractor/Subcontractor shall, as part of their business operations, provide a mechanism for issuing complaints by their employees, enabling them to raise objections regarding the workplace.

The mechanism is to include:

- informing employees about the system of complaints reporting when they are being hired,
- procedure for handling of complaints and communicating feedback regarding the complaint,
- ensuring that complaints made by employees are handled anonymously,
- ensuring that the complainant will not be persecuted in any way.

3. The Contractor shall be fully responsible for implementation of the above provisions by his/her Subcontractors.

***I hereby certify that I have read the above Employee Relationship Management requirements and represent that the Company ..... complies with these requirements.***

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Place and date

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Signature of authorised representative  
of the Contractor/Subcontractor