



General Guidelines for contractors concerning

Work safety

Health

Environment

Hygiene

Safety Officer

Gerald Klade, Ph. +43 664 2447261

Health Manager

Elisabeth Wuggenig, Ph. +43 664 8446530

Environmental Officer

Manfred Hacker, Ph. +43 664 2447262

Hygiene Manager/Waste Management Officer

Elke Juri, Ph. +43 664 8446505

Contractor Risk Manager

Oliver Findenig, Ph. +43 664 8446894

Responsible for Hazardous Materials

Siegfried Scharf, Ph. +43 664 8446524



1. The Contractor is responsible for ensuring that – in addition to all legal provisions – he understands and complies with the Client’s specific safety, health and environmental standards and regulations. Mondi Frantschach will only employ personnel who provide evidence that the necessary exams (occupational medical exams according to the VGÜ) have been done. The Contractor is responsible for forwarding these documents. If foreign employees are employed, the contractor must send the correct registration and required work to permit to Mondi Frantschach before starting work. Enclosed you will also find a sample SHE plan, which must be created by the contractor company when the order is accepted. All points listed must be answered or documented. The focus is on safety- and health documents. The completed SHE plan must be sent to the project manager or the Mondi contact person for review and feedback before starting work. It is not allowed to start the work before the plan is approved.

2. Employees of external companies must be **verifiably instructed in-house** by their employer **prior to commencing work** with Mondi Frantschach. Mondi Frantschach will provide the documentation in the form of attachments for the instruction of respective contractors at the latest with the order. Using a link from the Mondi internet platform to download the documents. Before starting work at Mondi Frantschach, the contractors must be demonstrably instructed in all safety rules by the contractor company. The proof must be submitted before starting work to the responsible Mondi contact person (primarily project manager).

3. **Mill entry via the ZUKO system**
The names of visitors/contractors must be known in advance for pre-registration in the visit management system (at least one day before commencing work), especially with precise details of the first and last name as well as details of the company or sub-contracting company. This information must be communicated to the appropriate requester/project manager. When arriving at the mill, visitors/contractors must register at the reception desk, where a **general interactive safety briefing must be done prior to accessing the mill for the first time.**

Safety regulations with respect to entry and exit of the mill must be strictly observed. For access to the mill premises of Mondi Frantschach GmbH, contact with our reception desk for access and/or entry authorization is always mandatory. Anyone who enters the mill premises can only do so with their personal access card (also applies to leaving the mill). Re-entry of the mill premises is only possible if the mill is left properly. We would like to point out that your admission card may not be used to admit other visitors or employees.

Each owner of an access card is personally liable for its proper use!

Furthermore, we reserve the right to carry out random checks at entry/exit points.

Third party vehicles may only drive into the mill for loading and unloading work, and after this they must park in the parking lots outside the mill site. If a vehicle still has to travel onto the mill premises (for example, a workshop vehicle), only the driver can sit in the vehicle. All passengers must register at the reception desk and enter or exit the mill through the turnstile.

4. **Contractors must always report to the Mondi contact person** (supervisor/foreman, project manager, operations manager ...) and receive there the mill-specific safety briefing. After that, registration is done in the “external company register” (central office, press office PM 6, foreman's office Holzplatz). In this way, the Mill Foreman will have information available about which Contractor is active in their mill. With the entry and signature in the external company register, both the safety briefing and the presence of the external staff are documented (start and end of work time). Entry in the external company register must be done daily for the duration of the work. This entry ensures that, in the case of an evacuation, all persons working in the mill are recorded.

5. Prior to commencing work, a work permit must be filled in together with the Mondi contact person and/or the respective operating department.
No work may commence without a valid and approved work permit!

6. Entering other parts of the business operation and mill is prohibited!



7. Each external company is responsible for its personnel and/or its subcontractors and must always be informed about the stay of its people.
8. Should your employees violate our fundamental rules, an immediate reprimand will be issued!

In case of safety violations of our general safety guidelines, the Client reserves the right to adhere to a safety penalty of up to 1% of the total order value. We also reserve the right to notify your employees verbally or in writing about safety violations. This also applies to subcontractors of the Contractor. In addition, all costs resulting from non-compliance with the safety regulations are passed on to the Contractor.

9. If special protective equipment (for example, acid-resistant protective clothing, etc.) is required, in case of an order a decision will be made as to whether a) the Client or b) the Contractor will provide such equipment. In any case, the Contractor must ensure that his personnel and his subcontracting companies are equipped with the necessary personal protective equipment (safety shoes, helmets, gloves, etc.). Please ensure that when fulfilling an order, your personnel wear work clothing on which your company name or that of your subcontractor is clearly visible.
10. The additional safety regulations of Mondi Frantschach GmbH must be strictly adhered to for high pressure cleaning work (> 200 bar) or for cutting and grinding operations, as well as scaffolding work.
11. In accordance with the "Mondi Kraft Paper Scaffold Requirement" (working at heights), persons who work on or setup scaffolding must wear helmets with chin straps without exception. If a 5-point safety belt is used, securing is required by means of an altitude safety device or an energy-absorbing lanyard (depending on the area of application or location). Information about this must be provided to all employees.
The necessary preventive occupational medical examinations are carried out by the occupational medical service. Here it's confirmed that all contractors (incl. SUB contractors) are qualified for the job (for example: working at heights, work in confined spaces, welding, high pressure water washing about 200bar, if necessary ...)
12. If loads are to be lifted, the load must be guided with a safety line or safety bar so that employees do not have to enter the danger zone.
13. Each Contractor must have a separate and clearly identifiable safety lock, and must have it clipped to the key box or safety switch before commencing work as per the work approval. The respective "party manager"/foreman is responsible for checking whether the safety lock is attached.
14. When using work equipment, in accordance with § 6 AM-VO (Ordinance on Work Equipment and Tools) you must only use such work equipment for which you have performed the required tests. The work equipment must also be visibly marked accordingly.
15. Openings or depressions in floors, such as shafts, pits or ducts, must be covered so that they support loads that are secured and non-slidable, or they must be secured by means of appropriate devices against persons falling and objects falling.
16. Disassembled protective devices must be re-installed before commissioning of system.
17. Any violation by an employee in your company or unsafe conditions must be reported immediately to the Mondi contact person. A detailed written report must be submitted within one day.
18. The Client's safety specialist, fire and radiation protection officers are at your disposal for information. You must comply with the fire safety regulations.
19. Cable management: Power cables must not obstruct the walking area, use S-hooks, electric wire management systems. Barriers are still to be marked as Mondi Frantschach standards (reason, duration, contact persons, ...)

20. Delivery of hazardous goods and/or substances and preparations:

In the case of the delivery of hazardous goods (in accordance with GGBG chap. 1.10), the driver must register at the reception desk with presentation of photo ID. When delivering substances and preparations, a current safety data sheet in accordance with REACH Regulation (EC) 1907/2006 must be submitted in Austria's official language (German), if this has not yet been done. This also applies to special substances and preparations (e.g.: metals in compact form, alloys, compressed gas).

Labeling of the delivered goods must comply with REACH Regulation (EC) 1907/2006 and EU-CLP regulation 1272/2008.

When delivering substances and preparations, a current safety data sheet in accordance with REACH Regulation (EC) 1907/2006 must be submitted in Austria's official language (German), if this has not yet been done. This also applies to special substances and preparations (e.g.: metals in compact form, alloys, compressed gas).

Labeling of the delivered goods must comply with REACH Regulation (EC) 1907/2006 and EU-CLP regulation 1272/2008.

21. For hoisting operations with telescopic cranes, a lift plan must be presented and handed over to the responsible project manager with the corresponding work approval prior to the lifting work (Form: non-operational lifting activities – point 8 work permit)

22. All service providers are audited for safety, health and environmental behavior and evaluated for subsequent orders.

23. Provision of labor

The provision of labor is done exclusively on the basis of Austrian law (in particular AÜG). The provider is obliged to pay his employees the collectively agreed upon or statutory wage. The employer will end any provision of labor without observing the period of notice or deadlines if the same contravenes the AÜG and the relevant Austrian regulations. For violations of this agreement, the provider fully indemnifies the employer against anyone whose rights are violated by unlawful provision of labor.

The Contractor expressly agrees that he possesses a proper permit for the provision of labor, that he has complied with all provisions of the Labor Provision Act (AÜG), that he has concluded proper employment contracts with the provided workers, that he has provided social security with GKK for all employees, that he had paid all other legally prescribed fees properly and on time, and that he has complied with the applicable regulations for foreign workers.

Documents for verification/submission

- Clearance certificate must be submitted (= certificate issued by the responsible local health fund and by the tax office, stating that no employer or employee contributions are outstanding).
- Notice of provision of labor §12a AÜG
- Registration of their personnel for each work assignment
- Transmission of the paystubs for the employed persons to Mondif Frantschach for random checks
- Work permit, exemption certificate or employment permit or residence permit, dispatch authorization - E101, red-white-red-card plus

24. Other

Cleanliness and order in the workplace

It is essential to keep the workplace/assembly site clean; this requires continuous cleaning during the time of fulfilling the order. After finishing the work, material residues, assembly tools, etc., must be removed immediately and the workplace/assembly site handed over in an orderly condition. If defects arise in relation to this, the Client has the right to remove or eliminate them at the Contractor's expense.



Information on local conditions

Prior to the performing the order, the Contractor must inform the Client's respectively responsible technicians about the existing and planned location of piping, ducts, shafts, machines, cable routes, etc. In addition, he must make an agreement with the Client when connecting machines or other construction site equipment. The Contractor must check the correctness of the submitted plans by means of inquiries and determination of measurements. In the event of non-compliance, the Contractor cannot waive the objection to insufficient information and any additional claims arising from this.

Foreign languages

When selecting the personnel, care must be taken to ensure a sufficient understanding of speaking German. If only foreign-language personnel are employed, this requires the prior consent of the Client. Instructions to employees/subcontractors must be given according to ASchG §14 (1-5) and this must be verifiable.

Inability to work

In case of sickness or any other hindrance of the employed personnel, the Contractor must provide an appropriate replacement within 24 hours and notify the Client by 8:00 a.m. of the following workday at the latest.

Official approvals

The Contractor must procure official approvals required for possible overtime and for working on Sundays and public holidays at his own expense and must present them to the Client.

Construction Site Coordination Act

The project is carried out according to the Construction Site Coordination Act. Required documents must be provided. The services provided in relation to this must be rendered in a timely manner and are included in the scope of the project. The Client appoints the construction site coordinator.

Health and safety

Please note that all services included in your offer must, of course, take into account the legally prescribed and required measures in terms of occupational health and safety and/or in terms of implementing the Construction Site Coordination Act, and do not entitle you to make any kind of separate demands to the Client. Safeguarding measures to comply with the legal requirements, in particular those of the Construction Site Coordination Act are part of the scope of delivery of the Contractor.

In addition, the necessary Si-Ge documents for work related to the scope of the order in accordance with §5 ASchG must be submitted to the Client prior to starting work.

The Contractor is responsible for taking into account the applicable requirements of the Austrian Employee Protection Act (-AschG) and the related regulations, such as the Construction Worker Protection Act (BauV), the Ordinance on Work Equipment and tools (AM-VO) and the Workplace Ordinance (AStV).



Environmental regulations

We hereby inform you that we have committed ourselves to the highest quality and environmental standards as part of ISO certification according to ISO 9001 and 14001. In the course of your order fulfillment, we therefore ask you to pay particular attention to the handling of water-endangering liquids, as well as to avoid noise pollution. When assessing and selecting our suppliers, special consideration is given to the measures the Contractor takes in the area of quality and environmental standards.

The below standards must be kept:

1. Cleaning electronic or machine parts with chlorinated hydrocarbons (CKW) is prohibited.
2. Work with and storage of water-endangering substances (such as acids and alkalis, oil, cleaning solvents, paints and coating agents, etc.) near the sewer system or drains is not permitted. These substances must not get into the soil!
3. Oil, lacquer, paints, soiled cloths and cleaning materials must not get into the residual waste container. The external company must lawfully dispose of this at its own expense.
4. Waste separation is obligatory: all waste must be put into the provided and marked containers. In case of doubt, contact the person responsible for waste disposal (see point 9 for the person responsible).
5. Licensed plastic packaging and cardboard boxes must be placed in the containers available for this according to the current plans, which can be called up at any time by the Waste Management Officer.
6. The supplier must dispose of non-licensed packaging.
7. When using work substances that have dangerous properties, relevant safety measures must be complied with (according to CLP Regulations).
8. If the Contractor brings work substances into the mill, an up-to-date safety data sheet must accompany the work substances.
9. You can find more information from
Environmental Officer: Manfred Hacker Ph. no. +43 664 2447262
Waste Management Officer: Elke Juri Ph. no. +43 664 8446505



As long as nothing else is agreed in the order, the following applies

GENERAL CODE OF CONDUCT FOR CONTRACTORS:

1. Representation of Client: - 9 -

Local Project Manager: - 9 -

Project management instructions: - 9 -

2. REPRESENTATION OF CONTRACTOR: - 9 -

Designation and power of attorney: - 9 -

Rejection by Client: - 9 -

Tasks: - 9 -

3. REVIEW OF DOCUMENTS: - 9 -

Testing and notification of defects - 9 -

Changes to designs and equipment: - 9 -

4. PERFORMANCE AND EXECUTION: - 10 -

Subcontractors: - 10 -

Concerns about order fulfilment: - 10 -

Completeness: - 10 -

Execution: - 10 -

5. GOODS ACCEPTANCE TIMES CENTRAL WAREHOUSE (DEPOT) - 10 -

6. CHANGES IN DELIVERIES AND SERVICES, AND ADDITIONAL DELIVERIES AND SERVICES AFTER CONCLUSION OF THE CONTRACT: - 10 -

Changes made by the Contractor: - 10 -

Compensation for changes: - 10 -

Additional services: - 11 -

7. CHANGE IN REGULATIONS AFTER CONCLUSION OF CONTRACT: - 11 -



8. SPECIFIC OBLIGATIONS OF THE CONTRACTOR:	11 -
Information obligation:	11
Publications:	- 11 -
Training:.....	- 11 -
Nature of the documents:	- 11 -
Conformity for machine components:.....	11
9. SAFETY REGULATIONS:	12 -
Liability and safety instructions	- 12 -
Measures in case of violations:.....	- 12 -
10. COMPLETION OF ASSEMBLY, COLD TEST, COMPLEX TESTING, COMMISSIONING, TRIAL OPERATION, PROVISIONAL PLANT ACCEPTANCE AND RISK ASSUMPTION:	12 -
Completion of assembly, cold test and complex testing:	- 12 -
Commissioning and trial operation:.....	- 12 -
Provisional plant acceptance and risk assessment:	12
11. ACCEPTANCE:	13 -
Acceptance terms:	- 13 -
Failure to meet acceptance terms:.....	- 13 -
Acceptance costs:.....	- 13 -



1. Representation of the Client:

Local Project Manager:

Assignment and monitoring of the order execution is the responsibility of the local supervisor of the Client (hereafter referred to as "Project Manager").

Instructions from Project Manager:

The Contractor and his people must immediately follow the instructions of the project manager; this also applies to other contractors, suppliers and their people he has engaged.

The Project Manager has the right to supplement instructions for the Contractor as necessary, and to determine and participate in the time, place and number of any tests.

Consent of the Project Manager must be obtained in case of instructions from other persons.

2. Representation of the Contractor:

Designation and power of attorney:

Prior to conclusion of the contract, the Contractor must appoint an authorized representative who will look after processing the contract, and he must provide the name of this person to the Client. His power of attorney extends at least to the acceptance of all technical instructions and to the conclusion of agreements. Should a call for tenders be required, a representative is appointed. Both must have already demonstrably processed similar tasks independently and completely.

Rejection by the Client:

The Client has the right to immediately reject the authorized representative of the Contractor, and can also reject him later for good cause; in this case, the Contractor must immediately appoint another suitable representative.

Tasks:

At the request of the Project Manager, the authorized representative must appear in person at the place of fulfillment.

The authorized representative is responsible for continuously monitoring the staff employed by the Contractor and any other assigned contractors, in particular for compliance with all regulations, especially the Client's directives given to the Contractor on how to act in the business premises, in the assembly site or in the mill, and to always keep in close contact with the Project Manager. The Contractor must inform his employees, other assigned contractors and suppliers of these directives.

In addition, he must ongoingly inform the Project Manager of scheduling issues and immediately provide him with sufficient information on any technical or commercial deviations.

3. Review of the documents:

Testing and notification of defects:

The Contractor must immediately review the execution documents submitted to him by the Client and – upon application of due diligence – directly notify the Client in writing of any identifiable deficiencies or concerns about the provided manner of execution and provide remedying suggestions no later than within two weeks.

Upon commencement of the work, the Contractor must approve the execution documents.

Changes to designs and equipment:

Changes to designs and equipment are only permitted with the written consent of the Client.

4. Performance and execution:

Subcontractors:

The order may not be passed on in full or in part to other contractors for execution without the written consent of the Client. Upon conclusion of the contract, or in any case prior to the conclusion of contracts with other companies and suppliers for which he is also liable, the Contractor must notify the Client in writing to what extent and which contractors and suppliers he intends to use for execution of the contract. The Contractor waives the objection to late or improper fulfillment on this account.

The Contractor must provide the Client with a list of the essential subcontractors within four weeks of receipt of the order.

When it comes to the selection of essential sub-suppliers, the Client has a right to make suggestions or the right to refusal. This right expires no later than four weeks after the Client has received the list of subcontractors from the Contractor. The Contractor waives the objection to late or improper fulfillment on this account.

Concerns about order fulfillment:

If the Contractor has concerns about the legality, correctness or practicality of the Project Manager's instructions, or about the supply of substances, materials or other items, or about the services of other contractors, he must immediately notify the Project Manager in writing no later than within one week of detection.

Completeness:

Deliveries and services not expressly named in the contract shall still be considered an object of the contract and fully compensated for with the agreed upon remuneration, as long as they are necessary for completion of the specified plant and for its functional reliability and operational safety according to the terms set forth in the contract.

Execution:

The deliveries and services of the Contractor must correspond to the state of science and technology as of the date of conclusion of the contract. The Contractor must design the plant in such a way as to ensure its first-class condition, high operational safety and simple and cost-effective upkeep and maintenance; in particular, the plant must be easily accessible for cleaning, upkeep, maintenance and repair.

5. Goods acceptance times Central Warehouse (depot)

Central Warehouse employees accept delivered goods and chemicals **Monday to Friday from 06:00 to 14:00.**

6. Changes in deliveries and services, and additional deliveries and services after conclusion of the contract:

Changes made by the Contractor:

The Contractor can change or add to the agreed upon deliveries and services, as long as this proves to be necessary in the course of his project planning; such changes and additions however may only be made with the consent of the Client.

Compensation for changes:

These types of changes and additions, and any difficulties resulting from the instructions of the Project Manager, will only result in a change in the fee and/or the guarantees or completion dates if and to the extent the Contractor requests the same in writing in the form of a supplementary offer prior to execution of the concerned supplies or services.

Additional services:

Additional deliveries and services (including deliveries of spare parts or wear parts) are subject to the provisions of this contract, unless otherwise agreed upon in an individual case. This also applies in the event that the Contractor's supplementary offers contain other conditions and/or refer to other conditions and the Client no longer expressly objects to them.

7. Change in regulations after conclusion of contract:

If the Contractor is unable to carry out the order as a result of a change in legal or other regulations made after the conclusion of the contract, or if the Contractor cannot carry out the contract in the manner stipulated in the contract, the contract partners must amend the contract to suit the changed regulations as economically as possible. The Contractor is solely responsible for the additional costs resulting from the revised version if he should have foreseen the hindering changes to the execution of the contract or if it is possible for him to reutilize the object of the contract or parts thereof.

8. Specific obligations of the Contractor:

Information obligation:

The Contractor must report in writing to the Client about the planning and/or production progress at the agreed times; otherwise at regular intervals, and he must allow the Client to inspect the production plants or parts of the plant at any time.

Publications:

News items or other notices in connection with the order may only be passed on after approval by the Client.

Training:

The Contractor must train the personnel specified by the Client about the delivered plant in such a way that they can operate and maintain the plant flawlessly, as long as the nature of plant does not require ongoing special maintenance by the Contractor.

The Contractor does not charge the Client any additional or separate fees for the training sessions.

Nature of the documents:

The Contractor must prepare the technical documentation and the description of the plant parts in such a way that the detection of faults, the provision of spare parts or the repair of the plant can be carried out by the operating staff of the Client without unnecessary difficulties. The Contractor must comply with the Client's corresponding guidelines.

Conformity with European directives

The delivered items, including their planning and construction, must comply with all valid national and European safety regulations (laws, ordinances, European directives, European (harmonized) standards, Austrian technical regulations), in particular the Austrian Machinery Safety Ordinance and the Austrian regulations for electrical engineering, the Employee Protection Act, etc.

Plant parts that fall under the application area of a European directive must comply with the requirements of the relevant directives or be affixed with CE markings.

- Machinery must be accompanied by a declaration of conformity in accordance with Machinery Directive 2006/42/EC Annex II 1.A. that confirms compliance with (harmonized) standards. CE markings must be affixed to the machinery.
- Machinery components/incomplete machines must be accompanied with a declaration of installation as defined by Machinery Directive 2006/42/EC Annex II 1.B. All necessary information must be made available to the Client for carrying out a possible CE conformity assessment procedure, such as risk assessment.
- Construction products must be supplied with a service declaration in accordance with the Construction Products Directive (EU) No. 305/2011.

- Machinery, electrical equipment, devices and protective systems must be manufactured according to the regulations specified by the Client as per ATEX Directive 1999/92/EC for potentially explosive atmospheres according to Directive 2014/34/EU.
- The supplier of a pressure device, a piping or an assembly according to the Pressure Equipment Directive must issue a declaration of conformity in accordance with Pressure Equipment Directive 2014/68/EU (with the exception of Article 4 paragraph 3 - good engineering practice) and affix a CE marking. The Contractor must carry out the necessary pressure tests.
- Suppliers of electrical equipment, motors, control cabinets and instrumentation must provide a declaration of conformity according to Low Voltage Directive 2014/35/EU (if designed for applications with an operating voltage of 50 to 1000 V for alternating current and 75 to 1500 V for direct current) and according to Electromagnetic Compatibility Directive 2014/30/EU or affix the CE marking to the electrical equipment.

The Contractor must provide the above declarations, the operating instructions required according to the directives and the risk assessment in the German language.

The Client reserves the right to request a zero-defect test report by an independent body with respect to the conformity of the delivered machine and/or plant with the regulations. The Client is responsible for choosing the verifying body. The Client must bear the costs if in the event of a positive test report; the Contractor must bear the costs if the report finds defects.

9. Safety regulations:

Liability and safety instructions:

The Contractor is responsible for compliance with all safety, accident prevention and fire protection regulations within the scope of the order fulfillment.

His people may not enter factory sites outside the work area without the express approval of the Client.

Measures in case of violations:

The Client has the right to expel employees of the Contractor and his subcontractors from the premises who deliberately or repeatedly violate the safety regulations.

The Contractor shall bear all costs resulting from non-compliance with the safety regulations.

10. Completion of assembly, cold test, complex testing, commissioning, trial operation, provisional plant acceptance and risk assumption:

Completion of assembly, cold test and complex testing:

After completion of the assembly, which must be recorded in an assembly completion report and signed by both contract partners, the cold test, which is defined as a test of the plant without the medium, is carried out to determine the functionality of all components.

After completion of the cold test, a complex test is performed. This is defined as operation of the plant without production in order to determine the proper mechanical, electrical and automation function, as well as the readiness of the plant for commissioning. The Client and the Contractor jointly perform the complex test.

The Contractor's staff must immediately remedy any faults or defects occurring during the cold test or the complex test at the Contractor's expense.

Commissioning/trial operation and risk assumption:

After an error-free cold test and error-free complex test, the commissioning/test operation of the entire plant/machine must be done. If additional personnel are required for the commissioning/trial operation, they are directly provided as needed and this is included in the scope of services. Commissioning of the entire plant is done in cooperation with the Client. The two contractual parties must prepare a common protocol.

The CE declaration of conformity/installation declaration and the accompanying documentation must be handed over to the Client.

The machine/plant must be safe during the trial operation phase. The goal is to achieve the contractual performance values.

The Client determines the length of the interference-free trial operation.

The trial operation is not error-free until deficiencies that have occurred during the contractually agreed period either do not occur at all, or only in the manner and to the extent that the Client has to tolerate them according to the contract and, moreover, operation must run error-free for a minimum of half the probationary period without any interruptions. The trial operation should be continued until all conditions of interference-free operation have been met.

During the trial operation, the system must be optimized and the staff trained – if this has not already been done.

Provisional plant acceptance and risk assessment:

If proper continuous operation is achieved under production conditions after error-free trial operation and the Client's staff has been adequately trained, the Client issues provisional acceptance; for this, both parties must prepare the acceptance report and signed it.

With the provisional acceptance, from which point the Client operates the plant, the risk passes over to the Client.

11. Acceptance:

Acceptance terms:

Acceptance of the plant takes place after expiry of the continuous operating time defined in the contract and after full completion of the plant. In addition, all defects that have occurred during the continuous operating period must be remedied, the complete, proper final documentation (as-built) provided, a warranty certificate issued for all functions with the exception of the mechanical warranty, and the increased/reduced output determined by mutual agreement. The warranty certificate is issued with an acceptance test, the date of which is determined by mutual agreement. The acceptance must be recorded in an acceptance report signed by both parties.

With the acceptance, the contract is considered fulfilled.

Failure to meet acceptance terms:

If, during the acceptance test, the plant fails to fulfill the functions guaranteed by the technical specifications or otherwise normally required for such a plant due to the fault of the Contractor, the Contractor must immediately repair the plant at his own expense so the service can be rendered. If the Contractor fails to comply with this obligation within a reasonable period not exceeding three months, the Client has the right to withdraw from the contract or to partially withdraw from the contract.

Acceptance costs:

With the exception of the provision of staff by the Contractor, the Client shall bear the cost of the first acceptance test.

The Contractor shall bear the costs of any other acceptance tests related to "failure to meet acceptance terms" if repetition is due to the fault of the Contractor.

Inasmuch as statutory or other regulations require acceptance by third parties (e.g., TÜV, experts, etc.), the Contractor must bear their costs.

Attachments: *SHE plan template Mondi Frantschach*
Hygiene rules
Work approval form
Crane lifting work form
Fundamental rules of Mondi Frantschach GmbH



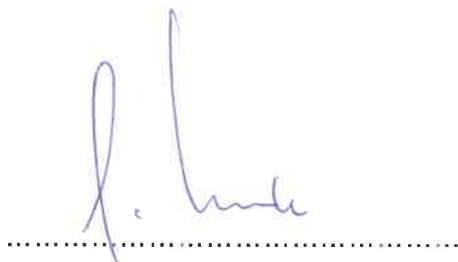
.....

Dipl. Ing. Gottfried Joham
Managing Director
Mondi Frantschach GmbH



.....

Dipl. Ing. Günther Leitner
Technical Director
Mondi Frantschach GmbH



.....

Ing. Gerald Klade
Head of Safety and Mill Protection
Mondi Frantschach GmbH



.....

Ing. Oliver Findenig
Contractor Risk Manager
Mondi Frantschach GmbH

Mondi Frantschach GmbH
Frantschach 5, 9413 St. Gertraud