

Instructions on completion of protocol templates valid from 15.09.2022

All the protocols listed below apply to the delivery and services specified in the content of the Order or the Agreement, in which the protocols below are listed.

It is possible to modify the content of a given protocol, if such a need arises from the provisions of a given Agreement / Order.

The following positions in the heading shall be completed in each and every protocol:

Subject of the Order / Contract – *the subject of the Order or Contract should be provided*

CER – *to be completed only in case of an investment task. The number of the investment task of CMC Poland Sp. z o.o., within which the subject of the Order or Contract is performed, should be filled in.*

Pages *Please provide the number of pages of a relevant protocol;*

Contract / Order no. – *the number of the Order or Contract should be provided.*

I.

DAP - Delivery Acceptance Protocol

This protocol is used with Contracts / Orders, where signing of such a protocol is one of the conditions. The protocol shall be signed by persons authorized to sign on behalf of Supplier / Contractor and CMC Poland Sp. z o.o. Authorized persons are usually named in the content of a relevant Order / Contract. In case of the delivery of goods, machine(s), tools directly to CMC warehouse, the protocol shall additionally be signed by an authorized representative of the CMC Warehouse.

In the table of section II, the type and quantity of goods, the date of their delivery and potential remarks / shortages etc. should be completed.

If there are any objections indicated in section III then:

1. In the table of section III, all identified objections/reservations /remarks should be specified (e.g. lack of a part, faulty goods, damaged motor, etc.) as well as mutually agreed date of their removal; (* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.
2. In section IV, we tick that Delivery Acceptance Protocol is **not** the basis for invoice issuance (payment will be made after all shortages are completed by the Supplier).

The table "Confirmation of the removal of objections/reservations ..." should be filled in with the inconsistencies indicated in the table III along with the date of their elimination. Then, actual acceptance of delivery takes place.

DAP can be a protocol confirming that the subject of the Order/Contract has been completed in full, if other protocols are not required, or it can be one of many documents, if the content of the Order/Contract specify them, such as: PCM, WPP, FAC.

II.

PCM – Protocol of the Completion of the Milestone

This protocol is applicable to those Orders / Contracts, where relevant milestones of their execution are defined and partial payments are scheduled in a mutually agreed schedule of milestones or schedule of works and expenditures.

The protocol shall be signed by persons authorized by Supplier / Contractor and CMC Poland Sp. z o.o. The authorized persons are usually specified in the content of the Order / Contract.

In the table of section II, the scope, type and value of completed works should be specified. In case of expanded scope of works, it is acceptable that attachments, which specify the scope of works and their

value, are added to the protocol. In such a case, the item number from the schedule of milestones and its value should be entered in the table II (e.g. items no. 1-15 and their aggregated value) and and, in section VI, all particular attachments to the Protocol should be enlisted (e.g. the list of works included in PCM no.1 and their value).

If there are any objections indicated in section III, then:

1. In the table of section III, all identified objections/reservations should be specified together with a mutually agreed date of their removal;
(* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.
2. In section V, we tick that PCM is **not** the basis for invoice issuance (payment will be made after all shortages are completed by the Supplier)

The table "Confirmation of the removal of objections/reservations ..." should be filled in with the inconsistencies indicated in the table III along with the date of their elimination. Then, actual acceptance of a relevant milestone takes place.

NOTE: Contractor who is to sign PCM shall have copies of documents submitted to the Environmental Protection Office in accordance with the requirements of the Instruction: IQH-W202.2/17, i.e. "Environmental requirements for Contractor conducting works on the premises of CMC Poland Sp. z o.o." i.e.:

1. Attachment no. 1 to the Instruction: IQH-W2-2.2/17 – "Record of quantity and type of wastes produced by the Contractor" (p. 16) and the Waste Transfer Note in case wastes have been produced;
2. Attachment no. 4b to the instruction: IQH-W2-2.2/17 – "Installation / repair /leak-tightness..." in case of the service of installation, repair, leak-tightness control of coolers and cooling system;
3. Attachment no. 5b to the Instruction: IQH-W2-2.2/17 – "Disassembly Protocol" in case of the service of disassembly of coolers and cooling system;
4. The copy of an email confirming that the aforementioned documents have been sent to the Environmental Protection Office (EPO) or all submitted documents shall be signed and stamped by a representative of EPO.

III.

WPP - Work Progress Protocol

This protocol is to be used with Orders / Contracts, where particular milestones have not been defined. It is applicable to e.g. monthly settlement of completed works or to works performed according to the determined work progress. The protocol shall be signed by persons authorized by Supplier/Contractor and CMC Poland Sp. z o.o. The authorized persons are usually named in the content of the Order/Contract.

In the table of section II, the scope, type and value of completed works should be specified. In case of expanded scope of works, it is acceptable that attachments, which specify the scope of works and their value, are added to the protocol. In such a case, the table II should indicate numbers of the items from the Attachment to the Protocol and their total value, settled on the basis of this protocol, as well as percentage of the completion of the scope of works in question (e.g. the list of works together with their values as included in WPP no. 1) and, in section VI, all particular attachments to the Protocol should be enlisted (e.g. the list of works included in PCM no.1 and their value).

If there are objections indicated in section III of the Protocol, then:

1. In the table of section III, all identified objections/reservations should be specified together with a mutually agreed date of their removal;

(* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.)

2. In section V, we tick that WPP is **not** the basis for invoice issuance.

The table "Confirmation of the removal of objections/reservations" should be filled in with the inconsistencies indicated in the table III along with the date of their elimination. Then, the actual acceptance of defined works takes place.

NOTE: Contractor who is to sign WPP shall have copies of documents submitted to the Environmental Protection Office in accordance with the requirements of the Instruction: IQH-W202.2/17, i.e. "Environmental requirements for Contractors conducting works on the premises of CMC Poland Sp. z o.o."

1. Attachment no. 1 to the Instruction: IQH-W2-2.2/17 – "Record of quantity and type of wastes produced by the Contractor" (p. 16) and the Waste Transfer Note in case wastes have been produced;
2. Attachment no. 4b to the Instruction: IQH-W2-2.2/17 – "Installation/repair/leak-tightness..." in case of the service of installation, repair, leak-tightness control of coolers and cooling system;
3. Attachment no. 5b to the Instruction: IQH-W2-2.2/17 – "Disassembly Protocol" in case of the service of disassembly of coolers and cooling system;
4. The copy of an email confirming that the aforementioned documents have been sent to the Environmental Protection Office (EPO) or all submitted documents shall be signed and stamped by the representative of EPO.

IV.

PAC – Provisional Acceptance Certificate

This protocol is used after the subject of Orders/Contracts has been tested for both cold and hot testing.

The protocol shall be signed by persons authorized by Supplier / Contractor and CMC Poland Sp. z o.o. The authorized persons are usually specified in the content of the Order / Contract.

In the table of section II, the scope, type and result of completed works and tests should be specified. The scope of works / services during cold/hot tests is necessary to be supplemented in accordance with the terms of the specific contract (the template contains only an example of the scope of work).

If there are any objections indicated in section III, then:

1. In the table of section III, all identified objections/reservations should be specified together with a mutually agreed date of their removal;

(* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.)

2. In section V, we tick that PAC is not the basis for invoice issuance (payment will be made after all shortages are completed by the Supplier)

The table "Confirmation of the removal of objections/reservations" should be filled in with the inconsistencies indicated in the table III along with the date of their elimination. Then, actual acceptance of a relevant milestone takes place.

NOTE: Contractor who is to sign PAC shall have copies of documents submitted to the Environmental Protection Office in accordance with the requirements of the Instruction: IQH-W202.2/17, i.e.

“Environmental requirements for Contractor conducting works on the premises of CMC Poland Sp. z o.o.” i.e.:

1. Attachment no. 1 to the Instruction: IQH-W2-2.2/17 –“Record of quantity and type of wastes produced by the Contractor” (p. 16) and the Waste Transfer Note in case wastes have been produced;
2. Attachment no. 4b to the instruction: IQH-W2-2.2/17 – “Installation / repair /leak-tightness...” in case of the service of installation, repair, leak-tightness control of coolers and cooling system;
3. Attachment no. 5b to the Instruction: IQH-W2-2.2/17 – “Disassembly Protocol” in case of the service of disassembly of coolers and cooling system;
4. The copy of an email confirming that the aforementioned documents have been sent to the Environmental Protection Office (EPO) or all submitted documents shall be signed and stamped by a representative of EPO.

V.

FAC – Final Acceptance Certificate

This protocol is used after the subject of Orders/Contracts has been completed. The protocol shall be signed by persons authorized by Purchaser/Contractor and CMC Poland sp. z o.o. Authorized persons are usually named in the content of Orders / Contracts.

If there are objections indicated in section. VIII, then:

1. In the table of section VIII, all identified objections/reservations should be specified together with a mutually agreed date of their removal;

(* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.)

2. In section VII, we tick that FAC is **not** the basis for invoice issuance (payment will be made after all shortages are completed by the Supplier)

The table “Confirmation of the removal of the objections/reservations.”, should include all remarks specified earlier in the table III and the date of their removal / repair. Then, actual final acceptance takes place.

NOTE: Contractor, who is to sign FAC, shall have copies of documents submitted to:

I. **Environment Protection Office** in accordance with the requirements of the Instructions: IQH-W2-2.2/17 - “Environmental requirements for Contractors performing works on the premises of CMC Poland Sp. z o.o.” i.e.:

1. Attachment no. 1 to the Instruction: IQH-W2-2.2/17 –“Record of quantity and type of wastes produced by the Contractor” (p. 16) and the Waste Transfer Note in case wastes have been produced.
2. Attachment no. 4b to the instruction: IQH-W2-2.2/17 – “Installation/repair/leak-tightness...” in case of the service of installation, repair, leak-tightness control of coolers and cooling system;
3. Attachment no. 5b to the Instruction: IQH-W2-2.2/17 – “Disassembly Protocol” in case of the service of disassembly of coolers and cooling system;
4. The copy of an email confirming that the aforementioned documents have been sent to the Environmental Protection Office (BOŚ) or all submitted documents shall be signed and stamped by a representative of BOŚ.

II. **OHS and Fire Protection Office** in accordance with the requirements of the Instruction: IC-W1-1-2020 - Occupational Health and Safety and Fire Protection Requirements for External Contractors providing services on the premises of CMC, i.e.:

1. Attachment no. 7 – “Works notification no...” confirming the notification of the commencement and completion of works;
2. The copy of an email confirming that the aforementioned documents have been sent to the Environmental Protection Office (BOŚ) or all submitted documents shall be signed and stamped by a representative of BOŚ.

VI

PAFD – Protocol of Acceptance of Faults and Defects repaired within the Warranty Period

This protocol is used after Orders / Contracts have been completed in case of occurrence of faults or defects within the warranty period to be repaired by Contractor. The protocol shall be signed by persons authorized by Supplier / Contractor and CMC Poland Sp. z o.o. Authorized persons are usually named in the content of Orders / Contracts.

The table of section II should be completed with the scope and type of faults and defects that occurred and the date of their report as well as agreed date of their repair.

If there are any objections indicated in section III, then:

1. In the table of section III, all identified inconsistencies / remarks should be specified together with a mutually agreed date of their removal;

(* _ - means that setting an additional deadline for removing reservations does not constitute a postponement of the deadline indicated in the Order/Contract, i.e. in the event of reservations, we set an additional deadline for their removal, but the supplier is then delayed as to the original date of performance of the Order/Contract.)

The table "Confirmation of faults/defects/complaints rectification...", should include all remarks specified earlier in the table III and their repair date should be stated. Only then, actual acceptance of identified faults / defects takes place.