

COUNTERFEIT, FRAUDULENT, AND SUSPECT ITEMS (CFSI) POLICY

At Rockfin S.A., we understand the responsibility that comes with executing projects for the nuclear energy sector. We recognize how crucial it is, from the perspective of nuclear safety, to use materials and products of the highest quality, as they play a key role in ensuring the proper and safe operation of nuclear power plants. We are fully aware of the risks associated with the potential supply of counterfeit, fraudulent, and suspect items (CFSI). Therefore, in order to meet the highest standards and uphold the principles of nuclear safety culture, Rockfin implements a range of measures aimed at minimizing the occurrence of CFSI and ensuring their proper identification in the event of detection.

1. DEFINITION OF CFSI

Counterfeit and Fraudulent Items (CFSI) are understood as any materials, components, parts, equipment, subassemblies, or documents that have been, either intentionally or unintentionally:

- Marked, represented, or described falsely with respect to their origin, manufacturer, service history, compliance, certification, technical parameters, or quality;
- Modified, refurbished, used, or repaired and subsequently presented as new and compliant with applicable requirements;
- Manufactured or supplied in violation of applicable regulations, quality standards, or safety requirements relevant to the nuclear energy sector.

2. PURPOSE OF THE CFSI POLICY

The implementation and observance of this CFSI Policy serve the following purposes:

- Safety – ensuring that only genuine and compliant items are used in nuclear energy projects, thereby protecting human life, the environment, and the integrity of critical infrastructure.
- Quality and reliability – ensuring that supplied items meet the required technical specifications, standards, and operational parameters throughout their entire service life.
- Regulatory compliance – supporting adherence to national and international nuclear safety regulations, industry standards, and contractual obligations.
- Risk reduction – minimizing the risk of failures, delays, or unplanned outages caused by counterfeit or fraudulent items.
- Reputation and trust – strengthening the credibility of both the Supplier's and Customer's supply chain, building business confidence, and fostering long-term partnership relations.
- Cost efficiency – reducing costs associated with rework, replacements, claims, or contractual penalties resulting from nonconformities or failures related to CFSI.

3. SUPPLIER OBLIGATIONS

Rockfin requires all Suppliers operating within the nuclear energy sector to:

- Implement effective quality control and supply chain management processes that eliminate the risk of CFSI occurrence;
- Purchase goods/products exclusively from authorized manufacturers (OEMs) or their official representatives;
- Maintain full traceability of all supplied items and provide the required certificates and declarations of conformity;
- Immediately notify the Purchaser (Rockfin S.A., or as otherwise defined in the General Terms and Conditions of Purchase) in the event of any suspicion that the supplied or offered items may constitute CFSI;
- Refrain from using or supplying products originating from uncertain or unverified sources for contract execution;
- Ensure that all subcontractors within the supply chain comply with this CFSI Policy.

4. RIGHT OF AUDIT

The Purchaser (Rockfin S.A.) reserves the right to conduct audits, inspections, and verifications of the Supplier's and its subcontractors' activities to ensure compliance with this Rockfin S.A. CFSI Policy. The Supplier is obliged to fully cooperate with the Purchaser during such audits, in particular by providing all necessary documentation and information, as well as granting access to relevant resources and personnel. This cooperation shall be carried out in good faith and with due diligence and transparency, in accordance with the requirements set forth in the Rockfin S.A. CFSI Policy.

5. CONSEQUENCES OF NON-COMPLIANCE

The delivery of CFSI or any breach of this Policy shall be regarded as a serious violation of the Contract, entitling the Purchaser to:

- Reject and return the item at the Supplier's expense;
- Withhold payment;
- Request replacement of the item with one that complies with the documentation and quality requirements provided by the Purchaser;
- Seek compensation for any damages incurred as a result of the Supplier's or its subcontractors' breach of the provisions of this Rockfin S.A. CFSI Policy;
- Terminate the contract with immediate effect.

6. COMMITMENT TO COOPERATION

The Supplier undertakes to fully cooperate with the Purchaser in the analysis, reporting, and elimination of CFSI cases, in accordance with the requirements of applicable standards, legal regulations, and nuclear energy sector norms.

7. CONTINUAL IMPROVEMENT

- Rockfin continuously improves its prevention of CFSI occurrences through:
- Careful selection of trusted and verified external Suppliers;
- Ongoing maintenance and enhancement of awareness regarding the risks associated with CFSI;
- Providing detailed information to external Suppliers, including requirements related to the control of their subcontractors;
- Control of processes, products, and services;
- Managing any detected CFSI items as official nonconformities;
- Transparent identification and implementation of preventive measures to avoid similar cases in the future.

8. FINAL PROVISIONS

This Policy is subject to periodic review and may be updated in the event of significant regulatory, organizational, or operational changes affecting its content, as well as to ensure its continued compliance with applicable laws and market standards. The Purchaser reserves the right to amend this Policy at any time, to the extent justified by the need to adapt it to changing legal, organizational, or business conditions.


General Director, Chairman of the Board

Michał Wróblewski


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