



Walcownia Metali „Dziedzice” S.A.

Sales department

Data:

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**Annex 1 to IP-HH-02
General Conditions of Sale and Delivery**

General Conditions of Sale and Delivery

These General Conditions of Sale and Delivery apply to all products, goods and services sold by Walcownia Metali „DZIEDZICE” S.A. with headquarters in Czechowice-Dziedzice ul. Kaniowska 3, entered into the register of entrepreneurs kept by the District Court Katowice-Wschód, VIII Commercial Department of the National Court Register, at the number KRS0000084770 (hereinafter: "Seller") to contractors (hereinafter: "Buyer") based on orders placed by Buyers and Confirmation of Order placed by the Seller. These General Terms and Conditions of Sale are the only contractual standard applicable to contracts concluded by the Seller with Buyers and the use of any other contractual templates is excluded.

1. Conclusion of the contract

1.1 A declaration of intent resulting in the conclusion of a contract and/or subsequent amendments to the contract shall be deemed to be any declaration of intent, provided in writing or electronically by persons authorized by the Buyer or by each employee of the Buyer contacting the Seller in order to perform the contract. The order specifying, among others: grade, state of hardening, quantity, dimensions and all information about additional requirements will be submitted by the Buyer to the Seller only in written or electronic form.

1.2 The final terms of sale are contained in the Order Confirmation issued by the Seller. In the event of an order being placed by a Buyer whose terms differ from those confirmed by the Seller in the Order Confirmation, the conditions binding on the parties are the conditions contained in the Order Confirmation. The application of the provision of art. 3854 § 1 of the Civil Code.

1.3 The buyer has the right to comment on the conditions contained in the Order Confirmation, with the proviso that he will do so without delay, but no later than within 3 business days from the date of delivery of the Order Confirmation. No comments in written form on the Order Confirmation within the above-mentioned deadline shall be deemed as acceptance by the Buyer of the terms of the Order Confirmation.

1.4 If the Buyer raises objections within the deadline specified above, the Seller will take into account the reservations in the new Order Confirmation or inform the Buyer about the inability to process the order, which will be equivalent to the cancellation of the previously delivered Order Confirmation.

1.5 For the purposes of settling any disputes between the Seller and the Buyer, it is considered that the place of performance of the contract is the town of Czechowice-Dziedzice in Poland, where the Seller's production plant is located. However, the above does not limit the Seller's obligation to deliver the subject of sale to the place specified in the Order Confirmation.

2. Delivery conditions

2.1 Deliveries will be made on the basis of Incoterms 2020.

2.2 The delivery date given in the Order Confirmation is an approximate date which is not a direct obligation of the Seller. The Seller will make every effort to comply with the order in the above-mentioned time. The Seller reserves the right to change the delivery date or make partial deliveries in the event of events beyond the Seller's control (failure of production equipment, delays in the supply of raw materials, weather events, strikes, traffic incidents and other situations not directly attributable to the Seller), with changes the delivery date or partial deliveries are not treated as non-performance of the contract through the fault of the Seller and the Seller shall not be liable for losses arising directly or indirectly from such an event.

2.3 Deliveries can be made in whole or in part. Due to the specificity of the production of materials from copper and copper alloys, differences in the amount of +/- 10% are acceptable and cannot be the reason for refusing to accept the goods. The above-mentioned quantitative differences may apply to the entire order, its individual parts, assortments and packaging.

2.4 Material produced in accordance with the Order Confirmation should be picked up by the Buyer within the set time limit. In the event of refusal to collect the goods within the confirmed time limit or failure to deliver due to the fault of the Buyer (including due to the lack of payment within the confirmed period) The Seller after 14 days from the confirmed date of delivery has the right to charge the Buyer with the costs of storage, insurance, special transport and other costs incurred by the Seller. through the fault of the Buyer.

2.5 In the absence of receipt of the material within 60 days from the confirmed date of delivery, the Seller has the right to resell the goods or to scrape them and charge the Buyer with the related costs. The funds obtained by the Seller for the sale of the goods or scrapping will be credited towards the Buyer's obligations towards the Seller.

2.6 The buyer is obliged to check the status of the shipment at the time of delivery in the presence of the carrier. The buyer is obliged to confirm on the delivery document (CMR) the weight of the materials delivered, as well as to record any reservations regarding the amount of materials delivered or damage to the goods or their packaging that may have arisen during transport. Violation of the above-mentioned obligations of the Buyer excludes the Seller's liability for quantity and quality defects of goods that may have arisen in transport.

3. Payment conditions

3.1 Payments for goods will be made by bank transfer to the Seller's bank account within the time limit indicated on the invoice. The date of payment is the date the payment is credited to the Seller's account. All banking costs arising from the implementation of payments shall be borne by the Buyer.

3.2 In the absence of payment within the prescribed period, the Seller shall be entitled to statutory interest for delay in commercial transactions.

3.3 In the event of late payment, the Seller reserves the right to suspend delivery and suspend production for open orders until the payment is made by the Buyer. Suspension of deliveries and implementation of open production orders may result in a long-term change in the schedule of contract performance due to the Buyer's fault.

3.4 Any claims of the Buyer arising from mutual relations, including those related to the performance of the contract, may not be a reason for delay or partial payments for completed material deliveries.

3.5 In the event of a contract with deferred payment, the Buyer undertakes to provide the Seller with all data, including financial data, enabling the Seller to assess the Buyer's creditworthiness. The seller reserves the right to forward this data to financial institutions for insurance of receivables or refinancing trade credit.

3.6 In the event that the Buyer will delay payments or if the financial situation of the Buyer in the assessment of an independent financial entity, or in the opinion of the Seller will threaten the timely repayment of receivables, or if the Buyer is undergoing bankruptcy proceedings, the Seller has the right to request additional security of trade credit, repayment of part or total debt, prepayments for further sales of goods. In the absence of fulfilment of the above requests of the Seller, the Seller has the right to withdraw from part or all of the contracts concluded with the Buyer and suspend the implementation of further deliveries.

4. Securing the price of metal (Hedging)

4.1 Contracts concluded at fixed prices (FIX) or on the LME formula + trade margin after their formal confirmation by the Seller will not be subject to any changes in terms of quantity and delivery dates. In such cases, the Buyer is obliged to specify the entire tonnage in the contracted quantity and at the metal price agreed between the Parties and collect it within the agreed time.

4.2 In the event of cancellation of an order, the Buyer shall be charged with the costs resulting from this.

5. Complaints and rules for their consideration

5.1 The Seller ensures that the goods delivered to the Buyer comply with the requirements contained in the Order Confirmation.

5.2 The buyer is obliged to check the goods in terms of quality and quantity at the time of receipt of the goods. If the goods do not comply with the requirements contained in the Order Confirmation, the Buyer has the right to lodge a complaint. The declaration must be made within 14 days of receipt of the goods.

5.3 The complaint should include the full identification of the product: the product batch number from the Seller's Order Confirmation, the amount claimed, the basis for the complaint with documentation in the form of a description, photos. The Seller has the right to request the Buyer to provide additional documentation or appropriate product samples to assess the grounds for the complaint. If the evidence won't be send (samples) or send too little evidence (samples), which will make it impossible to state the cause of the complaint, the notification will be rejected. In addition, each complaint should contain customer requests for complaints, e.g. replacement lot, compensation, discount, etc. The seller has the right to reject a complaint in the event of failure to comply with the above conditions.

5.4 The Seller shall promptly consider the complaint within 35 days from the date of its submission.

5.5 If it is necessary to verify the legitimacy of the complaint submitted by traveling to the Buyer, or returning the delivered products to the Seller, the complaint consideration period may be extended by the appropriate time necessary to perform the above actions.

5.6 Quality complaints about hidden defects found by the Buyer, material defects

and product properties not in accordance with the standard requirements, order or agreed technical conditions, the detection of which was not possible during the receipt of the goods, will be accepted within 12 months from the date of receipt of the goods, if it has not been established another period.

5.7 Complaints regarding transport defects will be dealt with according to the rules marked in INCOTERMS 2020.

5.8 The size of the Buyer's claim against the Seller arising from the defective goods may not exceed the total value of the claimed goods. No complaint, pending complaint procedure or recognized complaint may withhold payment or part of the payment for the goods complained of or for other goods sold to the Buyer.

5.9 In the event of unjustified complaints, the Buyer shall reimburse the Seller for costs incurred in connection with the examination of the application.

6. Contract Law

6.1 With respect to contracts and the General Terms and Conditions of Sale and Delivery, the law in force in the Republic of Poland shall apply, including the provisions of the Polish Civil Code. The competent court in resolving disputes arising in connection with the agreements and the General Terms and Conditions of Sale and Delivery is the General Court of the Republic of Poland in Katowice, which settles disputes based on the Polish procedure.

6.2 In the event of any discrepancy in interpretation in the language versions of the General Terms and Conditions of Sale and Delivery, the Polish version shall apply.

7. Force majeure

7.1 The Seller shall not be liable for any non-delivery of goods or non-performance of a service, or delay in delivery of goods or performance of a service, resulting from external obstacles and not attributable to the Seller, in particular resulting from: fire, flood, accidents, explosions, earthquakes, storms, epidemics (including the effects of COVID-19), equipment or machinery failures, IT system failures, sabotage, strikes or other disturbances in the work of the Seller's enterprise, acts or omissions of public authorities, lack of, withholding or obstruction of access to energy supplies, water, raw materials, production materials.

7.2 If an obstacle causes a delay in the execution of a contract, order or mandate in excess of 6 months, either party shall be entitled to withdraw from the contract, order or mandate without any negative consequences for it.

Główny Zarząd
Dyrektor Handlowy

Izabela Sztelak

Prezes Zarządu
Dyrektor Generalny

Mariusz Mańdok