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## **GENERAL TERMS AND CONDITIONS OF SALE STALOBREX SP. Z O.O.**

### **I. GENERAL PROVISIONS**

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) form an integral part of the contracts for the sale of goods or provision of services or work contracts concluded by Stalobrex sp. z o.o. (hereinafter: Stalobrex) with the Purchaser.
2. The Purchaser is obliged to get acquainted with the GTCS before placing an order. Submission of the order by the Purchaser shall be deemed acceptance of the GTCS by the Purchaser at the moment of order submission. The provisions of the Purchaser's general terms and conditions, which are contrary to the provisions of GTCS, are deemed not to be reserved.
3. The Parties may, in the written contract, exclude the application of GTCS in full or as to individual provisions, or amend some of their provisions.
4. In case of discrepancies between the conditions agreed by the Parties in the contract and GTCS, the conditions agreed in the Contract shall apply.

### **II. CONCLUSION OF THE CONTRACT**

1. Advertisements, price lists and other announcements of goods and services (Stalobrex products) offered by Stalobrex are for information purposes only and do not constitute an offer within the meaning of the Civil Code. Stalobrex reserves the right to change the catalogue of products offered to Purchasers at any time. If the Purchaser intended to place an order or planned to join the list of regular deliveries of Stalobrex's products, but has not yet placed an order, it cannot demand any compensation from Stalobrex due to the change in the range of products offered by Stalobrex or their prices.
2. Any technical information regarding the goods shall be binding to the extent that it is accepted by the Parties in documentary form. Stalobrex shall be obliged to present certificates confirming the conformity of the order with the completed delivery only if the Parties agreed so in the contract.
3. Prices specified in the offer delivered to the Purchaser in documentary form are binding until the date indicated therein.
4. The Contract is concluded on the basis of a complete order placed by the Purchaser in response to Stalobrex's offer and its confirmation by Stalobrex. The order must include at least:
  - a) details of the contractor,
  - b) a complete technical documentation,
  - c) a complete description of the requirements and standards to be applied,
  - d) the number of pieces to be produced,
  - e) time limit for completion,
  - f) rules for delivery by batches, if the order is executed in batches,
  - g) reference to the offer number,
  - h) the agreed net price.

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Wydział XVII Gospodarczy Krajowego Rejestru Sądowego,  
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5. Confirmation of the terms of the order may also be made by sending a pro-forma invoice. The order and the order confirmation may be submitted in writing or in documentary form via e-mail. Persons acting on behalf of the Purchaser must demonstrate that they are authorised to act on behalf of the Purchaser and, for the first order, copies of documents confirming the Purchaser's entrepreneurial status (entry in the Register of Business Activity or the National Court Register).
6. If the confirmation of the terms of the order was made with the reservation of change by Stalobrex, the confirmation of the terms of the order shall be deemed to be Stalobrex's offer. Stalobrex's offer must be accepted by the Purchaser. If the Purchaser does not respond within 5 working days, it shall be deemed that it has agreed to the terms of Stalobrex's offer.
7. Stalobrex is not obliged to check if the technical documentation submitted with the order (drawings, templates and patterns) violate the rights protecting the intellectual property of third parties. By placing the order the Purchaser simultaneously declares that the execution of the order on the basis of the submitted technical documentation shall not infringe the intellectual property rights of third parties. The Purchaser shall be liable towards authorised third parties whose intellectual property is infringed or threatened with infringement.
8. If the Purchaser provides materials for the performance of the Contract, Stalobrex is obligated to produce Stalobrex's products from materials provided by the Purchaser only if the Contract so provides. In other cases Stalobrex is entitled to use for the performance of Stalobrex's products other materials with parameters corresponding to those provided by the Purchaser. If the material provided by the Purchaser does not have the properties necessary for the proper production of Stalobrex's products or the material has defects, as a result of which during the production of Stalobrex's products machinery or equipment gets damaged, the Purchaser is obliged to repair the damage caused within seven days from Stalobrex's request.
9. Stalobrex is not responsible for changes in the characteristics of the material delivered by the Purchaser caused by its processing performed according to the order.
10. The material remaining after the completion of Stalobrex's products (post-production material) is subject to settlement within the term and on conditions specified in the Contract.

### III. TERMS OF PAYMENT

1. The remuneration for Stalobrex's products shall be paid by transfer to Stalobrex's bank account indicated in the invoice within thirty days from the issuance of the invoice. Stalobrex shall issue an invoice within the time limit specified in the Value Added Tax Act, counting from the transfer of the products to the carrier or receipt of the products by the Purchaser, and if the Purchaser does not make the receipt within the time limit, counting from the day on which the receipt was to take place.
2. The day of payment shall be the day of crediting funds on Stalobrex's bank account. For each day of delay in payment Stalobrex may charge interest for delay in the amount of interest for delay in commercial transactions increased by half. Moreover, Stalobrex retains the right to claim compensation for the damage resulting from the Purchaser's delay in payment on general principles.
3. Stalobrex may condition the acceptance of the order for execution on making a prepayment. The Purchaser's failure to make the prepayment within the time specified in the order acceptance is equivalent to cancellation of the order and non-conclusion of the Contract.

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4. Making the payment before the due date does not entitle the Purchaser to any discounts or rebates.
5. If the Purchaser's order is executed in parts or multiple orders are executed for the Purchaser, for which separate invoices are issued, then the failure to pay any of the invoices by the due date results in immediate maturity of the receivables covered by the remaining invoices, even if the due date specified in them has not yet passed. Stalobrex shall then be entitled to withhold all deliveries to the Purchaser until the due receivables are paid or collateral acceptable to Stalobrex is established.
6. In the event of doubts as to the Purchaser's fulfilment of its obligations under the Contract, Stalobrex is entitled to withhold all deliveries to the Purchaser until the payment of Stalobrex's remuneration and other dues under the Contract or the establishment of a collateral previously accepted by Stalobrex. For this purpose Stalobrex shall set the Purchaser an appropriate period of not less than seven days. After ineffective expiration of the deadline Stalobrex may withdraw from the Contract with retention of the right to compensation.
7. Stalobrex is entitled to dispose of receivables due to it from the Purchaser, to which the Purchaser agrees.
8. Payment by the Purchaser by offsetting is permitted only with prior written consent of Stalobrex.
9. Any payments made by the Purchaser shall be credited first towards the oldest of the arrears to Stalobrex, including also towards incidental dues or costs, irrespective of the Purchaser's indication of which debt it wants to satisfy.

#### **IV. DELIVERY**

1. The Stalobrex's products delivery date shall be specified in the Contract. The delivery term shall be deemed kept if by its end the Stalobrex's products have been delivered to the Purchaser or the carrier or if Stalobrex notified the Purchaser of its readiness to deliver them, and the delivery of the products to the Purchaser did not take place for reasons beyond Stalobrex's control.
2. The fulfilment of the delivery deadline by Stalobrex depends on the due fulfilment of contractual obligations by the Purchaser. Any delays in the actions of the Purchaser shall result in prolonging the delivery deadline specified in the Contract by the time of the Purchaser's delay.
3. Subject to mandatory provisions of law, Stalobrex shall be liable only for damage caused intentionally. The responsibility of Stalobrex towards the Purchaser and third parties for the damage caused during the processing of the order shall be limited to the unit net price of the goods that caused the damage.
4. Stalobrex's liability does not include, in particular, the right to claim reimbursement of lost profits, nor liability for indirect damage, liability for damage caused by inappropriate or unprofessional use, incorrect assembly or start-up by the Purchaser or third parties, normal wear and tear, and in particular for the consequences of modifications undertaken without Stalobrex's consent or repair works carried out by the Purchaser or third parties.
5. Provisions of paragraphs 3 and 4 shall apply respectively to claims for damages other than those for non-performance or undue performance of the Contract, in particular to claims for tort.
6. The Stalobrex's Products are collected by the Purchaser or delivered to the place indicated in the Contract by Stalobrex or the carrier.
7. Transportation costs shall be borne by the Purchaser.

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8. The Purchaser is obliged to unload immediately, the Purchaser shall bear all costs related to the delay in unloading.
9. In the event of damage, delay or shortage, the Purchaser shall be obliged to submit complaints and objections to the carrier, in accordance with the provisions of the Transport Law. If the delivery is carried out by Stalobrex, all shortages, delays or damages to the products in transport should be reported by the Purchaser on the copy of the delivery note under pain of losing the right to claim on that account.
10. The moment the Stalobrex's products are handed over to the Purchaser or the carrier the risk of their damage or loss passes to the Purchaser. If the Purchaser collects the Stalobrex's products on its own, then in the event of the Purchaser's delay in collecting the products, the risk of damage or loss shall pass to the Purchaser at the moment of Stalobrex notifying the Purchaser of its readiness to release the Stalobrex's products to the Purchaser.
11. The person collecting the goods on behalf of the Purchaser should have a written authorization for the collection granted in accordance with the Purchaser's representation rules.
12. Stalobrex's liability under the warranty for defects is excluded.

#### **V. RESERVATION OF OWNERSHIP**

1. The ownership of the Stalobrex's products delivered shall pass to the Purchaser only upon full payment of Stalobrex's remuneration (principal debt), interest and other costs resulting from the Contract. Until all Stalobrex's receivables are satisfied, the Purchaser is obliged to store the Stalobrex's products in a manner allowing for their easy identification and to insure them against damage or loss. At Stalobrex's request the Purchaser is obliged to present the insurance contract conclusion document. The Purchaser is obliged to inform Stalobrex immediately of any loss, damage or seizure of Stalobrex's products.
2. The Purchaser may not encumber the Stalobrex's products subject to retention of title with any rights for the benefit of third parties until all receivables of Stalobrex have been satisfied.
3. Resale of Stalobrex's products until all receivables of Stalobrex have been settled requires Stalobrex's prior written consent. The Purchaser undertakes to assign the receivables due from the resale to Stalobrex to secure the receivables due to Stalobrex from the Purchaser.
4. In the event of the Purchaser's delay in payment, Stalobrex is entitled to take back the Stalobrex's products after a prior written request, and the Purchaser is obliged to hand them over. Acceptance of the Stalobrex's products back by Stalobrex only constitutes a withdrawal from the Contract if Stalobrex expressly states this to the Purchaser in writing.
5. The costs of storage of the Stalobrex's products before the Purchaser acquires ownership shall be borne by the Purchaser.

#### **VI. FINAL PROVISIONS**

1. If due to force majeure it will not be possible for Stalobrex to perform the Purchaser's order in accordance with the Contract, Stalobrex is entitled to postpone the delivery date until the force majeure and its consequences cease, and if the end of the arising obstacles cannot be determined, then Stalobrex is entitled to withdraw from the Contract in part or in whole without any further obligations resulting therefrom. The postponement of the delivery date and Stalobrex's partial or total withdrawal from the Contract shall not create the basis for any claims by the Purchaser, including compensation.

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2. Breach of obligations by Stalobrex under the Contract with the Purchaser does not entitle the Purchaser to withdraw from all contracts linking the Parties.
3. If, in accordance with the Contract connecting the Parties, Stalobrex delivers Stalobrex's products in the quantities at the time indicated by the Purchaser (schedule), then Stalobrex is entitled to prepare in advance the Stalobrex's products for the Purchaser in the quantity agreed upon in the Contract, and if no quantity was specified in the Contract then in the quantity that is actually necessary for Stalobrex to fulfill the Contract in accordance with the schedule. In the event of termination of cooperation (e.g. dissolution of the Contract) the Purchaser shall be obliged, at Stalobrex's option, to purchase on the previous terms and conditions the Stalobrex's products prepared in accordance with the preceding sentence, or to refund the expenditure made by Stalobrex for the performance of the Stalobrex's products and to purchase at current market prices the raw materials (materials) purchased by Stalobrex for the performance of the Contract according to the schedule.
4. In the case of invalidity, ineffectiveness or obsolescence of some provisions of the GTCS, the remaining provisions of the GTCS remain in force, unless the circumstances indicate that without the provisions affected by invalidity or ineffectiveness the GTCS would not have been accepted.
5. Stalobrex is authorised to make amendments to GTCS. The amendments are binding for the Parties from the moment of their delivery to the Purchaser in such a way that the Purchaser could get acquainted with their content. Any amendment to these conditions shall be made in writing on pain of nullity.
6. The Parties subject the legal relationship between them to Polish law.
7. In matters not covered by these terms and conditions, the applicable law shall apply, in particular the provisions of the Civil Code.
8. The court competent to settle disputes arising from contracts concluded under the conditions set out in the GTCS shall be the court competent for the registered office of Stalobrex.
9. The Purchaser is obliged to immediately notify Stalobrex of each change of its registered office, company, legal form of business and address for delivery of correspondence. Failure to notify results in the fact that deliveries made in accordance with the data contained in the order are considered effective.
10. By sending the order, the Purchaser agrees to the processing of personal data contained in the order. In accordance with applicable law, the Purchaser at any time has the right to inspect, correct, delete and transfer personal data, which can be exercised at: [iod.shl@shlproduction.com](mailto:iod.shl@shlproduction.com). All information regarding the processing of the Purchaser's personal data is available on our website at: <http://www.stalobrex.pl/rodo>.
11. These GTCS have been drawn up in Polish and English. The text in Polish is binding between the Parties.
12. These terms and conditions are valid as of 01.05.2022. As of this date, the previous General Terms and Conditions of Sale cease to be valid.

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