

**GENERAL TERMS AND CONDITIONS OF CONTRACTS OF THE COMPANY
CELSA "HUTA OSTROWIEC" SP. Z O.O.**

Recitals

1. Subject to point 2, these General Terms and Conditions ("GTC") apply to all contracts for the purchase of Goods by Huta, contracts for the supply of Goods by Huta, Goods carriage contracts and business co-operation agreements concluded by Huta with Business Partners and to activities relating to or preceding the conclusion of the said contracts and to orders placed by Huta for Goods and services, unless Huta and the Business Partner agree otherwise in a Contract concluded between them.
2. These GTC do not apply to the purchase of scrap, ferroalloys and additives by Huta.

PART I: DEFINITIONS AND GENERAL PROVISIONS

Definitions

For the purpose of these GTC, the following terms will have the meanings given to them below:

Business Day – any day apart from Saturdays, Sundays and statutory holidays in Poland;

Business Partner – means an entity conducting business and party to a Contract concluded by Huta; the Contract should specify its full business name, address, tax identification number or other identifying number, the number under which it is registered in the business register of the Polish Court Register or other relevant register, and also the details of a representative (name, address, function/position, address for correspondence, email, fax);

Carriage Law – Carriage Law of 15 November 1984;

Civil Code or CC – means the Civil Code of 23 April 1964 (Journal of Laws 1964 no. 16 item 93 as amended);

Confidential Information – means the information referred to in § 30 of the GTC;

Contract – means any individual contract concluded by Huta and a Business Partner; a Contract is also understood to be an Order sent by Huta to a Business Partner, which will be accepted in writing; a Contract may also be concluded particularly due to:

- a) an Offer being submitted by a Business Partner in response to a Quotation Request sent by Huta and acceptance of the Offer by Huta;
- b) an Offer being submitted by a Business Partner on its own initiative and acceptance of the Offer by Huta;
- c) an Offer being submitted by Huta and acceptance of this Offer by a Business Partner;

Force Majeure – circumstances not caused by any of the Parties, which are beyond their control and could not have been anticipated when a Contract was concluded and that cannot be overcome without serious difficulty and costs, and preventing or seriously hindering performance of the Parties' obligations under a Contract, particularly wars declared or not, civil wars acts of terrorism, acts of terrorism and the serious threat of terrorism, any action taken by public authorities in relation to the threat of terrorism, embargoes and restrictions on imports or exports, acts of civil or military authorities, sanctions, boycotts, fire, floods, accidents, strikes, epidemics or threats epidemic (except for strikes of the Business Partner's and/or the Subcontractor's employees);

Goods – means any type of product, device, tool and/or services constituting the subject-matter of a Contract and described precisely therein;

GTC – means this document;

Hazardous Materials – means hazardous materials within the meaning of Commission Decision no. 94/3/EC (i.e. the European Waste Catalogue);

Huta – means CELSA "HUTA OSTROWIEC" sp. z o.o. with its registered office in Ostrowiec Świętokrzyski (address: ul. Samsonowicza 2), entered in the business register of the Polish Court Register kept by the District Court in Kielce, 10th Commercial Department of the Polish Court Register, under number 123124, NIP: 5272312319, share capital: PLN 222,445,000;

Incoterms 2020 – International Commercial Terms, a series of international regulations setting out terms and conditions of purchase and supply published by the International Chamber of Commerce in Incoterms 2020 version;

Loading Activities – general activities aimed at placing Goods transported inside a vehicle, ensuring that they are spread evenly and secured inside the vehicle, that they are unloaded properly after transport, and also that vehicles are cleaned if they become dirty due to the above said activities;

Offer – means an offer within the meaning of article 66 and 66¹ of the Civil Code;

Order – means an order placed by Huta with a Business Partner, particularly an order placed pursuant to a Contract between Huta and the Business Partner and an order placed without prior conclusion of a Contract on the order form used by Huta; an Order should describe the service or Goods, the Goods' quantity, mechanical properties or technical parameters and, depending on the circumstances in a given case, the Goods' delivery or service provision date, details of the Huta Representative, the date on which it was placed, and the Contract based on which the Order is placed, if such Contract was concluded; an Order should also bear an individual number; an Order is accepted in Written Form; failure to refuse acceptance of an Order within 5 Business Days means that it is accepted;

Quotation Request – is the invitation used by Huta to submit Offers or another type of statement used by Huta to obtain information about the possibility and terms and conditions of concluding a Contract; it should specify the service or Goods and the quantity, mechanical properties or technical parameters, details of the Huta Representative, and should also include the GTC as an annex; Quotation Requests are not offers within the meaning of article 66 of the Civil Code;

Parties – means Huta and a Business Partner;

Representative – means a person nominated by Huta and a Business Partner to be responsible for performance of a Contract and for contacts with the other Party; when nominating a Representative the Parties will give in Written Form his/her name, function/position, email, fax and address for correspondence; any change in the Representative must be made in Written Form and in the manner specified in § 23.1 of this part I of the GTC;

Subcontractor – means any entity whose services or supplies are used by a Business Partner to perform a Contract;

Way Bill – understood as a carriage document issued by Huta, which, after being approved by a Business Partner, constitutes in particular proof of (i) acceptance of the Goods specified therein for carriage, (ii) performance of carriage and receipt of the said Goods; it can also be an electronic communication or computer printout;

Written Form – means written form within the meaning of article 78 of the Civil Code; submitting statements by electronic information carriers, fax or email is deemed equivalent to Written Form.

General provisions

The provisions of this part 1 of the GTC apply to all purchase, supply, carriage and co-operation Contracts concluded by Huta.

§1

[Scope of application of GTC]

1. These GTC constitute an integral part of all Contracts, Huta Offers and Quotation Requests. Potential Offers made by Huta will include the reservation that the Offer may only be accepted without reservations as to the content of these GTC.

2. In the event that certain clauses in the GTC are contractually excluded, the other clauses continue to be valid and legally binding.

§2

[Conflict between Contract and GTC]

In the event of any contradiction between the provisions of a Contract and the content of the GTC, the Contract takes priority.

§3

[Exclusion of models]

The provisions of the GTC exclude the possibility of a Business Partner using other models of contracts, rules and general terms and conditions of contracts. Rules and conditions other than these GTC will not be binding on Huta unless expressly accepted by Huta in the Written Form. Acceptance of Goods or services by Huta without a clear reservation or payment by Huta for Goods or services purchased does not mean acceptance of model contracts, rules, general terms and conditions or any other documents of a similar purpose used by a Business Partner. If, when submitting an Offer, a Business Partner attaches to it its own model contract or rules, Huta's response will be tantamount to excluding application thereof and will state that these GTC apply. Such response will be deemed submission of a new Offer by Huta. This Offer will include a reservation that it can only be accepted without reservations as to the content of these GTC.

§4

[Amendments and supplements to GTC]

1. Any amendments or supplements to the GTC should be made in Written Form.

2. Huta will provide the Business Partner with amended GTC provisions pursuant to § 23 of this part 1 of the GTC. The amendments will become binding if a Business Partner does not give notice of termination of a Contract within 7 days.

§5

[Severability]

If one or more of the provisions of the GTC or a Contract turn out to be invalid or unenforceable, the remaining part of a Contract, Offer or Quotation Request will continue to be fully binding. The Parties will immediately take steps to replace invalid conditions or provisions of a Contract with conditions that comply with the law and are enforceable. These conditions should be as similar as possible to the conditions previously agreed.

§6

[Offers, Providing GTC to Business Partner]

1. The provisions of the GTC apply to Offers submitted in response to Quotation Requests, Offers submitted to Huta on a Business Partner's initiative, and also to Offers submitted by Huta to a Business Partner. When concluding the first Contract with Huta the Business Partner signs a statement to the effect that the GTC apply to a given Contract and to all Contracts concluded with Huta in the future.

2. Offers drawn up by a Business Partner in response to Quotation Requests should be complete and should contain all the information required to assess whether the Goods offered by the Business Partner meet the requirements indicated in the Quotation Request.

3. If, in the Quotation Request, Huta describes in detail the requirements that the Goods should meet, then the Business Partner is obliged to indicate any divergences between the requirements specified in the Quotation Request and the content of the Offer submitted by the Business Partner and the reason for the divergence from said requirements.

4. If a Business Partner submits an Offer in response to a Quotation Request, including the GTC as an annex on each occasion or a clear reference to the GTC as an integral part of the Quotation Request and Contract, these GTC are deemed accepted. A reservation of this content will be included in the Quotation Request.

5. In the event of Offers being submitted on a Business Partner's initiative, Huta will attach the GTC to the Offer acceptance statement. Thus acceptance of the Business Partner's Offer will constitute submission by Huta of a new Offer and will need to be accepted by the Business Partner. Such Offer will contain a reservation that it can only be accepted without reservations being made regarding the content of these GTC.

6. Offers should be sent to the address in the Quotation Request quoting the Quotation Request number. Offers should be valid for at least 45 days.

7. If a given Offer is not selected, this will not require any justification on Huta's part and will not entitle the Business Partner to bring any claims in this respect.

§7

[Electronic Offers]

The Parties hereby agree that the validity of an Offer submitted in electronic form does not require confirmation of receipt of the Offer by Huta or fulfilment of any of the requirements set out in article 66¹§2 and §3 of the Civil Code.

§8

[Reservation]

Huta's response to an Offer submitted by a Business Partner made subject to amendments or supplements, including but not limited to an amendment to the effect that the GTC apply to the subject-matter of the Offer, that do not change the substance of the Offer is deemed acceptance of the Offer unless:

- a) the Business Partner stated in the Offer that it can only be accepted by Huta without reservations; in this case Huta's response to the Business Partner's Offer will be deemed a new Offer in which Huta will include the reservation that it can only be accepted without reservations;
- b) the Business Partner immediately objects to Huta's reservations being incorporated in the Contract; in this case it will be deemed that the contract between Huta and the Business Partner has not been concluded;
- c) when responding to the Offer Huta expressly makes its acceptance contingent on the Business Partner consenting to incorporate the reservations proposed by Huta in the Contract and does not receive this consent immediately on delivery of the response.

§9

[Contract conclusion]

A Contract is concluded in Written Form, while an exchange of documents each of which is signed by one of the Parties, particularly by a Business Partner sending Huta a signed contract, is sufficient. Article 68² and article 69 of the Civil Code do not apply, i.e. in no case will a Party's failure to submit an immediate response to an Offer submitted or proceedings to perform an Offer without its acceptance in Written Form be deemed effective conclusion of a Contract.

§10

[Time of Contract conclusion]

Unless otherwise stipulated in the Contract, a Contract is concluded when a statement made by Huta or a Business Partner on accepting an Offer is submitted in Written Form in accordance with §23.2 of this part 1 of the GTC, depending on the case, to the Business Partner or Huta.

§11

[Contract term]

1. Each Contract indicates whether it was concluded for a fixed term or a non-fixed term.
2. In the case of Contracts concluded for a non-fixed term, each Party may terminate the Contract with a 30 day notice period, unless the Parties have agreed in the Contract on a different notice period.

§12

[Integrity clause]

A Contract comprises solely of arrangements made in Written Form. An assessment of the substance and scope of the obligations under a Contract is made on the basis of arrangements between the Parties made in Written Form.

§13

[Due care]

The Business Partners represents that it is an entity that professionally engages in performing the activities covered by a Contract and undertakes when performing them to use all due professional care and to comply with provisions of law, principles of technical expertise and good customs.

§14

[Invoices]

1. Invoices are issued based on delivery of Goods or services in accordance with a Contract by a Business Partner.
2. The Business Partner undertakes to issue invoices in accordance with applicable law. The invoice must contain in particular a tax identification number (NIP) or other number of the Business Partner corresponding to a tax identification number and also the number of the Contract or the number and

date of an Order and a full description of the Goods or service and the price specified in the Contract with a separate indication of the amount of VAT. If Goods are customs duty or tax exempt or if customs duty or tax is not payable for any other reason, this should be indicated on the invoice together with the legal basis.

3. A Business Partner sends an invoice to the address given in the Contract or Order, while in the event of any divergence the address given in the Order will be used.

§15

[Self-billing]

1. If a Contract states that invoices will be issued by Huta as the acquirer of Goods from a VAT payer, the Parties are obliged to conclude a separate contract on self-billing, authorising Huta to issue invoices, adjustment invoices and duplicates for and on behalf of the Business Partner during the Contract term in connection with a Goods purchase under the Contract. The content of this Contract will meet all the requirements provided for in tax law.

2. The Business Partner undertakes to accept invoices issued by Huta by signing them in accordance with applicable law.

§16

[Transaction specification]

1. If a Contract is not limited to a one-off performance, the Business Partner and, in the event of self-billing, Huta may draw up twice a calendar month a specification of Goods or service purchase transactions, performance of which started respectively by the 15th (fifteenth) and by the last day of a given month inclusive. If drawn up, these specifications will be sent to the other Party in electronic form within 5 Business Days of the end of a given period.

2. Supplemented and corrected specifications should be sent back within 5 Business Days at the latest. Failure to respond within 5 Business Days to a specification sent is deemed acceptance of a specification.

3. An accepted specification of Goods or service purchase transactions will be the basis for issuing VAT invoices in accordance with §14.

§17

[Indemnity]

Huta is not responsible for any of a Business Partner's tax arrears. In particular, failure to comply with invoice issue deadlines, regardless of the reasons for the failure, does not release the Business Partner from the obligation to pay VAT on time.

§18

[Keeping invoices]

The Parties are obliged to keep and archive invoices for at least 5 years from the end of the calendar year in which the tax payment date passed.

§19

[Price]

1. The price for Goods or service results from a Contract. Unless the Contract states otherwise, the price is a constant value and covers all costs and taxes and is not subject to change.

2. Any discounts and reductions for Huta must be stipulated in the Contract.

3. Huta will not be obliged to pay a Business Partner any additional charges or to reimburse it for any costs, unless the Parties agree otherwise in Written Form.

§20

[Payment terms and conditions]

1. Unless a Contract or these GTC state otherwise, the payment term is 90 days from receipt by Huta of a properly issued invoice. If the Parties agreed on a payment schedule in the Contract, then Huta makes payment in accordance with this schedule.

2. If Goods or services are received early, the applicable payment term is the contractual Goods or services delivery date.

3. A Business Partner may charge Huta interest at 3% for any delay in payments, if the delay is more than 30 days, while the total amount of interest due to the Business Partner cannot be more than 5% of the price payable for the Goods or service under the Contract. In the remaining scope, article 481.1 of the Civil Code does not apply, i.e. the Business Partner is not entitled to demand further interest for any delay on Huta's part.

4. Subject to other more detailed provisions of these GTC, if there are any material errors in performance by a Business Partner of a Contract, Huta is entitled to withhold the payment due to the Business Partner until the Contract is duly performed, which does not exclude Huta's further rights under generally applicable provisions of law.

5. The price for the Goods or services will be paid on receipt by Huta of a statement in Written Form from the Business Partner's Subcontractors to the effect that the Business Partner is not in default with any payments for work performed by the Subcontractors in connection with a Contract. This statement should be attached to the invoice issued by the Business Partner. In the event of self-billing, payment is made in the term indicated in §20.1 of this part 1 of the GTC, provided that the Business Partner, at least 10 Business Days prior to this term, provides Huta with a Subcontractors' statement.

6. Huta is entitled to withhold payment of the price to the Business Partner until the Business Partner makes the payments specified above, confirmed in Written Form by a Subcontractor.

§21

[Payment method]

1. The agreed price for Goods or services is paid into the bank account nominated by the Business Partner. The day Huta's bank account is debited is deemed the payment date.
2. The Business Partner is obliged to give notice of any change in its bank or bank account number immediately, no later than within 3 Business Days of the change, in the manner specified in §23 of this part 1 of the GTC.
3. Payment made by Huta to the Business Partner's previous bank account in light of a failure by the Business Partner to send Huta information on the change of account is deemed fulfilment by Huta of the performance. The Business Partner will not be entitled to bring any claims against Huta in this respect.

§22

[Place of performance]

Unless the Contract states otherwise, the place of performance, especially the place of supply of the Goods covered by the Contract, is the place where, at the time the performance is made, Huta's registered office is located.

§23

[Notices]

1. Any correspondence between the Parties related to Contract conclusion or performance will be conducted in writing via fax or email to the numbers or addresses of the Representatives.
2. Any correspondence sent to a Party will be deemed delivered on the same day if it is sent between 9.00 and 17.00 (Central European Time) on a Business Day in the place of receipt, and if sent at any other time, at 9.00 on the following Business Date in the place of receipt.
3. To avoid any doubt, the Parties confirm that statements are deemed submitted (delivered) when they are received by the other Party's Representative in such a way as to enable him to read their contents. In the event of statements being submitted in electronic form, they are deemed to be submitted when they are entered in the means of electronic communication in such a way as to enable the other Party to read them on condition that the sender does not immediately receive return information from the servers of the participants in the notice sending process that the notice cannot be delivered.

§24

[Amendments to and termination of a Contract]

Any amendments to a Contract, and also rescission, notice of termination or termination of a Contract, will be made in Written Form.

§25

[Subcontractors]

1. Unless otherwise agreed in Written Form, a Business Partner is not entitled to use Subcontractors during Contract performance without Huta's prior permission given in Written Form. A contractor will not start to carry out a performance with the participation of Subcontractors without obtaining this permission.
2. If a Business Partner intends to use a Subcontractor, it will send Huta a draft of the agreement with the Subcontractor specifying in detail the scope of the work ordered, the amount of the fee to be paid and the payment term.
3. If an agreement is concluded with a Subcontractor, the Business Partner is liable for the Subcontractors' actions and omissions (as for its own actions and omissions) together with the Subcontractor itself. This liability is joint and several within the meaning of article 366 of the Civil Code.
4. A Subcontractor is obliged to give written confirmation that it has agreed to perform the actions entrusted to it. The confirmation should specify the actions entrusted and their performance date, and should also confirm assumption of the obligation not to disclose Confidential Information within the meaning of §30 of this part 1 of the GTC.
5. The Business Partner bears full liability for settlements with Subcontractors and covers, together with any interest and costs payable, any amounts due and amounts claimed by Subcontractors that are finally and non-revisably awarded against Huta.

§26

[Contractual penalties]

1. Unless the Contract states otherwise, in the event of a delay in the supply of Goods or performance of services under a Contract, the Business Partner will pay Huta a contractual penalty of 0,5% of the price for the Goods or services for each day of delay.
2. Unless the Contract states otherwise, if Confidential Information is disclosed in contravention of §30 of this part 1 of the GTC, the Business Partner will be obliged to pay a contractual penalty of 15% of the price of the Goods or service.
3. Huta is entitled to claim compensation of an amount exceeding the amount of the contractual penalties.

§27

[Deduction]

If there are any grounds for Huta to demand payment of contractual penalties, Huta is entitled to deduct the contractual penalties due to it from payments due to the Business Partner for Goods or a service, both those due and payable and those not due and payable. The Business Partner hereby authorises Huta to make such deductions.

§28

[Assignment]

1. The Business Partner will not be able to assign to third parties the rights and obligations under a Contract concluded with Huta without Huta's prior permission given in Written Form.

2. Huta may dispose of the rights and obligations under a Contract without the Business Partner's permission. Huta will notify the Business Partner within 7 Business Days.

§29

[Intellectual property]

Huta holds all the rights, including intellectual property rights, on all exploitation fields to all sketches, calculations and other documents and also models and patterns made available to a Business Partner in connection with conclusion and performance of a Contract. The subject-matter of these rights cannot be made available to third parties without Huta's prior permission given in Written Form. The Business Partner may use them solely for the purpose of performing the Contract concluded with Huta, and after performance thereof they should be immediately, though no later than within 5 Business Days of performance or termination of a Contract, returned without an additional request being made by Huta.

§30

[Confidential Information]

Each Party undertakes to keep confidential any and all material information of a technical, economic or business nature obtained during negotiations between the Parties and during Contract performance, unless the obligation to disclose certain information to specified persons or institutions arises from mandatory provisions of law. The Parties are also obliged to keep secret the fact that a Contract has been concluded. The confidentiality obligation also applies after Contract performance if the information contained therein has not become publicly available.

§31

[Representations of the Parties]

1. It is accepted that declarations of intent will be made both on Huta's behalf and on the Business Partner's behalf by entities disclosed in the Polish Court Register (PCR), the Central Records and Information on Business Activity (CRBA) or other relevant register as persons authorised to represent Huta and the Business Partner respectively or by entities authorised under a power of attorney.
2. The Parties undertake to attach the powers of attorney, excerpts from the PCR, the CRBA or other relevant register as schedules to the Contract.

§32

[Business Partner's financial standing]

1. On Huta's request a Business Partner is obliged immediately to provide information about its financial standing.
2. Huta undertakes to keep information provided by a Business Partner confidential and not to use it for purposes other than checking the Business Partner's financial standing in the context of the possibility of duly performing a Contract.

§33

[Third party insurance]

A Business Partner is obliged to have valid third party insurance with a renowned insurance company covering damage that it could inflict on Huta in respect of failure to perform or failure to duly perform the obligations under a Contract and insurance for property entrusted to a Business Partner by Huta under a Contract.

§34

[Governing law]

1. Conclusion, interpretation of Contracts and these GTC, indication of the rights and obligations of the Parties under the Contract and assessment of correctness of its performance are governed solely by the provisions of Polish law.
2. The United Nations Convention of 11 April 1980 on contracts for the international sale of goods does not apply.

§35

[Amicable dispute resolution]

In the event of a dispute arising between the Parties in respect of a Contract, the Parties will first take reasonable steps to settle it amicably between themselves.

§36

[Court jurisdiction]

Any disputes arising during the term of or in connection with a Contract, including conclusion thereof, that is not settled amicably within 60 calendar days of initiation of the procedure will be submitted to a common court with jurisdiction over Huta's registered office. Notwithstanding the foregoing, Huta is entitled to bring a Business Partner before a court with jurisdiction over the Business Partner's registered office/place of residence.

§37

[Reservation]

These GTC do not apply to Contracts concluded by Huta to date.

PART II: GENERAL TERMS AND CONDITIONS OF CO-OPERATION CONTRACTS

§1

[Performance]

1. The Business Partner represents and warrants that it has the knowledge, experience and required qualifications to perform the services under the Contract.

2. The Business Partner undertakes to perform the services under the Contract in accordance with the relevant provisions of law, the Contract, rules of technical knowledge and internal standards applied at Huta. Huta is obliged to inform the Business Partner of such standards, providing them in Written Form.
3. The Contract sets out the technical requirements concerning performance of the services under a Contract and admissible framework of exceptions to these assumptions in case of which it is deemed that the services are performed in accordance with technical requirements and Huta is obliged to accept the services performed, while retaining the right to a proportionate reduction in price.
4. Huta may request exact information on the services performed under the Contract and any required safety instructions, technical specifications, etc.
5. The documentation required to duly perform the Contract is attached each time to the Contract.

§2

[Place of performance]

The Business Partner may perform services for Huta on the site of Huta's plant if this results from the Contract.

§3

[Performance period]

The period in which the services covered by a Contract are performed can be extended due to:

- a) an event of Force Majeure;
- b) Huta suspending service performance if the services are performed on the site of Huta's plant, if Huta suspending work prevents performance of the Contract;
- c) other reasons [please list other premises].

§4

[Co-operation]

1. The Parties undertake to co-operate in performing the services under a Contract.
2. The Business Partner will perform its services in such a way as to avoid hindering or harming other persons performing work or services in Huta's plant.

§5

[Materials and equipment]

1. If, when performing the services covered by a Contract, the Business Partner uses materials and equipment belonging to Huta, they will continue to be owned solely by Huta. The Business Partner is obliged to repair any damage incurred by Huta due to damage, loss or destruction of the same in the period from when they were provided to the Business Partner to the date they are returned to Huta.
2. Moreover, if a Business Partner performs the services covered by a Contract outside Huta's plant, using materials provided by Huta, all metal production waste obtained in performance of the services become the property of the Business Partner and their value should be deducted from the price due to the Business Partner for the services. The value of waste will be calculated as the difference between the weight of the materials provided to the Business Partner by Huta and the weight of the work performed by the Business Partner.
3. Materials and equipment are provided to the Business Partner and returned to Huta on the basis of a report drawn up in Written Form. They are returned immediately on completion of the Contract without an additional request having to be made by Huta.
4. If the Business Partner uses its own materials and equipment to perform the services under the Contract, it is obliged to present a list of them giving technical parameters to Huta for approval.
5. It is only permitted to use materials and equipment that comply with provisions of law.
6. The Business Partner will ensure, by the appropriate marking and labels, that the materials which it uses when performing the Contract can be clearly identified.
7. If a Business Partner performs services on the site of Huta's plant, Huta will ensure the appropriate conditions for storing and safeguarding materials and equipment belonging to the Business Partner and used by it to perform the services covered by the Contract.
8. The Business Partner retains title to its materials and equipment. The danger of accidental loss of or damage to these materials and equipment is borne by the Business Partner.

§6

[Supervision of Contract performance]

1. At any time during the Contract term, Huta is entitled to request the Business Partner to provide or to make available any and all documents and information relating to the Business Partner's performance of the obligations under the Contract. To this end, a Huta Representative will, together with a Representative of the Business Partner, carry out an inspection of the work performed for Huta.
2. Huta informs the Business Partner in Written Form, giving the name of its Representative and the day and time, of its intention to carry out an inspection at least 1 (in words: one) Business Day prior to the planned date. If the Business Partner does not appoint a Representative, the inspection will take place without his participation to which the Business Partner gives its consent.

3. An inspection report is drawn up, signed by the Huta Representative and the Business Partner's Representative if one was present at the inspection.
4. If the Business Partner does not duly perform the obligations under the Contract, Huta is entitled to request the Business Partner to change the service performance by a set deadline. If this deadline passes to no effect, Huta is entitled to partially or entirely rescind the Contract or to terminate it with immediate effect and to demand contractual penalties of % [Please indicate contractual penalty, the amount can be at your discretion though cannot be excessively high] of the price for the services.
5. If a Contract is rescinded entirely, Huta will not be obliged to pay any part of the price.

§7

[Safety issues]

1. Huta will provide a Business Partner performing services under a Contract in Huta's plant or in a place indicated by Huta with safe and healthy working conditions. Huta will particularly:
 - a) ensure that provisions and rules on health and safety at work are observed in its plant, issue recommendations for removing irregularities in this respect and ensure that these recommendations are followed,
 - b) ensure that orders, decisions and regulations issued by supervisory authorities on conditions at work are followed,
 - c) provide the Business Partner with information about dangers to life and health, protection and preventative measures taken to eliminate or limit them, and instructions on how to proceed in the event of emergencies and other situations posing a danger to the life and health of a Business Partner,
 - d) provide the measures required to give first aid in emergencies, to combat fires and to evacuate persons on the site of Huta's plant,
 - e) supply the Business Partner with the appropriate personal protection items in the appropriate quantity.
2. The costs of providing the Business Partner with safe and healthy working conditions when performing the services under the Contract in the conditions listed in point 1 are included in the fee due to the Business Partner.
3. The Business Partner on the site of Huta's plant in connection with performance of obligations under a Contract has to make all efforts to ensure safe and healthy working conditions and to minimise the frequency of accidents at work, and in particular is obliged to comply with legal requirements, internal safety standards applied by the CELSA Group™ and CELSA Huta Ostrowiec and sector health and safety at work practices. The Business Partner is entitled to request that it be shown the said regulations and instructions.
4. The Business Partner will provide Huta with a Risk Analysis Document [further to the Annex to the contract: safety and occupational rules. Please confirm the reason for introducing this requirement] covering an assessment of the threats and risks related to providing the services covered by the Contract.
5. Huta is entitled to demand contractual penalties from a Business Partner for failure to comply with health and safety provisions and principles when performing the services on the site of Huta's plant. Penalties are:
 - a) PLN – for the first breach,
 - b) PLN [Please indicate contractual penalty, the amount can be at your discretion though cannot be excessively high] – for any subsequent breach.
6. If a Business Partner repeatedly breaches health and safety provisions and principles, Huta is entitled to rescind the Contract or terminate it with immediate effect, irrespective of the possibility to demand payment of contractual penalties.

§8

[Work acceptance]

Services performed are accepted within [please indicate period] by an acceptance report being drawn up, signed by the Representatives of Huta and the Business Partner.

§9

[Business Partner's Environmental obligations when performing services on Huta's site]

1. If a Business Partner performs the services under a Contract on the site of Huta's plant, it is obliged to observe applicable provisions of law on environmental protection, including the requirements of the internal environmental rules applied within the CELSA Group™ [please confirm that CELSA Group has such rules].
2. In the situation specified in point 1, a Business Partner is obliged to perform the services covered by a Contract in a way that takes into account protection of soil, earth, air and noise levels in the environment and safeguards against environmental emergencies and incidents, and particularly:
 - a) emissions related to the performance of services covered by a contract cannot exceed admissible levels set out in generally applicable provisions;
 - b) sewage discharge will be directed to industrial sewage collectors, while it cannot exceed admissible levels set out in generally applicable provisions;
 - c) any accidental leakage or spillage will be immediately removed and discharged to the appropriate sewage equipment.
3. In the situation specified in point 1, a Business Partner is obliged to restrict any negative impacts of service performance on the natural environment and to monitor and measure this impact.
4. The Business Partner is fully liable for any breach of environmental provisions on the site of Huta's plant and for air, water and land contamination and noise emissions exceeding admissible norms, caused by the actions or omissions of a

Business Partner or persons for which a Business Partner is responsible based on the provisions of law or of a Contract or on any other basis.

5. The Business Partner is obliged to observe provisions on how to handle Hazardous Materials.

6. The Business Partner is obliged to store and remove all waste arising from Contract performance in a manner corresponding to provisions of law. The costs in this respect will be borne by the Business Partner. It is forbidden to leave both non-hazardous and Hazardous Materials on the site of Huta's plant.

7. The Business Partner is obliged to obtain all the concessions, licences and permits that are required by law to carry out the services covered by a Contract, to provide copies of the same to Huta, to ensure that they are up-to-date throughout the Contract term and to provide Huta with updated documents without a separate request being made by Huta.

8. In the event of any environmental threat arising on the site of Huta's plant, the Business Partner is obliged immediately to inform Huta or an entity indicated by Huta thereof.

9. Huta is entitled to demand contractual penalties from the Business Partner for any failure to comply with environmental protection provisions and regulations during performance of the services on the site of Huta's plant. These penalties are:

- a) PLN [] – for the first breach,
- b) PLN [] [Please indicate contractual penalty, the amount can be at your discretion though cannot be excessively high] – for any subsequent breach.

6. If a Business Partner repeatedly breaches the above provisions and regulations, Huta is entitled to rescind the Contract or terminate it with immediate effect, irrespective of the possibility to again demand payment of contractual penalties.

§10

[Insurance]

A Business Partner is obliged to have valid third party insurance with a renowned insurance company covering liability for damage arising from failure to duly perform or failure to perform a Contract. The insurance should cover damage arising during the insurance period.

§11

[Payment of the price]

The price for performing the services covered by the Contract is payable after acceptance of the services pursuant to §8 of this part 5 of the GTC, in accordance with §20-22 of part 1 of the GTC, with the reservation that []% [please give rate] of the price will be retained by Huta until goods are accepted by a third party with which Huta concluded a contract, in connection of which it contracted performance of specified services to the Business Partner under the Contract. However, it does not exclude Huta's further rights to retain payments under generally applicable provisions of law.

§12

[Intellectual property]

1. All intellectual property such as inventions, whether patentable or not, utility models, designs, copyrightable materials and know-how created by the Business Partner when performing their obligations under the Contract and having application to the services will belong exclusively to Huta.

2. Information of this type that Huta provides to the Business Partner is the property of Huta or the third party that transferred the data to Huta in order to perform the contract between it and Huta. The Business Partner will not use this information for any purpose other than performance of the Contract. In no case should disclosure of such information be treated as the rights to them being transferred, a licence being granted or rights to use them in a wider scope than that specified above being transferred under any title.

§13

[Reservations]

The Business Partner shall not without obtaining the Huta's prior approval in Written Form use any Huta's or trade names, trademarks, service marks, company names or other trade designations in any press releases, advertising literature, or corporate information disclosures, which approval may be withheld at Huta's sole discretion.