

**GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS**  
**CELSA "HUTA OSTROWIEC" SP. Z O.O.**

**§ 1**

**GENERAL PROVISIONS**

1. The General Terms of Sale, hereinafter referred to as "GTC", specify the terms of concluding contracts for the sale of products offered by Celsa "Huta Ostrowiec" sp. z o.o. based in Ostrowiec Świętokrzyski, ul. Samsonowicza 2, 27-400 Ostrowiec Świętokrzyski, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register under KRS number: 0000123124, Tax Identification Number: 5272312319, REGON: 016364209.
2. Terms used in the GTC mean:  
"Offered Price" - the price of the Products marked in the Offer;  
"Agreed Price" - the net price of the Products agreed by the Parties;  
"Buyer" - a person, a legal entity or an organizational unit with legal capacity acquiring Products from Celsa;  
"GTC" - these general terms and conditions of sale;  
"Product" or "Products" - a product or products offered by the Steel Division of Celsa covered by the Seller's offer along with possible delivery;  
"Seller" or "Celsa" - Celsa "Huta Ostrowiec" limited liability company based in Ostrowiec Świętokrzyski, ul. Samsonowicza 2, 27-400 Ostrowiec Świętokrzyski, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Economic Department of the National Court Register under KRS number: 0000123124, Tax Identification Number: 5272312319, REGON: 016364209;  
"Parties" - the Seller and the Buyer;  
"Agreement" - an agreement concluded by the Parties;  
"Order Confirmation" - Seller's declaration of acceptance of the Order, it may contain modifications in relation to the content of the Order;  
"Order" - an offer to purchase a specific Product made by the Buyer to the Seller. The order may be subject to changes as part of the arrangements between the Parties.
3. Sale of Products by Celsa is carried out on the basis of orders placed by the Buyer on the terms set out in GTC and / or in the Agreement.
4. Placing an Order by the Buyer means that he has familiarized himself with the GTC and accepts it.

**§ 2**

**ORDERS**

1. The Buyer shall order from the Sellers Products in the current Celsa offer by placing an Order. Products are sold in the unit of measure in which they are offered. In the event that the Product will be sold by weight (the unit of measure will be tonnes or kilograms), the goods may be sold according to the actual, theoretical or commercial weight, according to the Seller's offer.
2. The buyer places the Order in writing or by e-mail. By placing an Order, the Buyer is responsible for providing the Seller with relevant technical data, quality and quantity so that the Products meet his needs. In the event that the Order does not specify the compliance of the Product with the standard or does not contain a description of the desired quality, the Seller will provide the Buyer with ordinary goods, without liability for special quality requirements.
3. At the Seller's request, the buyer should send to Celsa the documents required by Celsa regarding, among others NIP, REGON or tax clearance certificate not older than 2 months from the date of placing the Order.
4. The order is accepted for execution upon its approval by the Seller. The approval of the Order shall be preceded each time by arrangements between the Parties to adapt the Buyer's individual needs, in particular by selecting the necessary technical specifications and determining the Agreed Price. The Seller shall notify the Buyer about the approval of the Order and its acceptance for execution by e-mail or by phone.
5. The deadline for the completion of the Order will be each time determined by the Seller and will be forwarded to the Buyer by e-mail or by phone. The deadline means the date of delivery of the Product by the Seller, unless the Parties agree on another form of delivery.
6. Confirmation of the Order can only be made by e-mail and is tantamount to the conclusion of the Agreement.
7. In the event of a change in fees and costs independent of the Seller - affecting the amount of the Agreed Price arising between the Order Confirmation and the delivery of Products, the Seller reserves the right to change the amount of the Agreed Price to the appropriate extent. Changing the Agreed Price requires the consent of the Buyer. The Buyer is obliged to respond to the change of the Agreed Price within 5 business days from the day the Seller informs him of this fact. In the absence of a response within the above deadline, it is considered that the Buyer has accepted the change of the Agreed Price. In the absence of the Buyer's Consent to change the Agreed Price, the Seller is entitled to withdraw from the concluded Agreement, without incurring any liability to the Buyer.
8. The Buyer may cancel the order by e-mail within 24 hours from the moment of placing the Order.

**§ 3**

**TERMS OF PAYMENT**

1. Payments for the purchase of Products shall be made directly to the bank account indicated on the VAT invoice.
2. Payments for the purchase of Products shall be made, at the discretion of Celsa: (i) on the basis of a prepayment made no later than within 24 hours from

the Confirmation of the Order; (ii) by granting to the Buyer with whom Celsa is in a stable commercial relationship with the appropriate trade credit. Granting a trade credit authorizes you to make purchases with a deferred payment date. Celsa will inform the Buyer about the chosen payment method.

3. The granting of a trade credit is preceded each time by verification of the risk and creditworthiness of the Buyer, performed by Celsa or an entity acting on its behalf. Verification is carried out on the basis of documents requested by Celsa. The Seller may at any time demand from the Buyer explanations or submission of other documents. A trade credit can only be granted after they have been transferred. The expiration or withdrawal of a trade credit results in an immediate loss of the possibility of using it, and payments for goods purchased based on a trade credit become due on the day following the day on which the credit has expired or has been withdrawn.

4. The Products remain the property of the Seller until the full Price agreed upon by the Buyer has been paid.

5. Lack of timely prepayment by the Buyer for the Orders, will result in prolongation of the time the Order is completed for a period of delay in making the prepayment.

**§ 4**

**PURCHASE OF GOODS**

1. Purchase of the Product by the Buyer is documented by the VAT invoice issued by the Seller and a document confirming its delivery signed by the Buyer at the time of receipt of the Product.

2. When buying the Product, the Buyer is obliged to provide full data needed to issue a VAT invoice.

**§ 5**

**DELIVERY AND COLLECTION OF GOODS**

1. After the Seller sets a deadline for the completion of the Order, this period may be changed by the Seller at the Buyer's request no later than 48 hours before the above date.

2. Celsa shall immediately notify the Buyer of any circumstances that may affect the acceleration, delay or disruption of the Contract.

3. Unless the Parties agreed otherwise, in the case of delivery of the Product by Celsa, the cost and risk of its delivery shall be borne by Celsa. Celsa fulfilling its delivery obligation may use the services of third parties, in which case all rights arising from the delivery procedure are also vested in these entities.

4. Celsa has the right to refuse access to the place of unloading when there is a risk of damage to the Product or the means of transport. In such a situation, Celsa may demand from the Buyer a written statement on the acceptance of full legal and material liability for any damage to the means of transport or the Product. If the Buyer refuses to submit a written statement referred to in the preceding sentence, it is considered that the Products arrive at the place of delivery at the right time, and Celsa may choose the place of storage of the Products at the expense and risk of the Buyer.

5. The Buyer is obliged to provide on the day of delivery appropriate equipment and persons authorized to service it, in order to independently perform the unloading of the Product by the Buyer or by a third party at the place specified by the Parties of delivery. The absence of equipment for unloading or a person authorized to service it, at a time agreed by the Parties, entails the consequences provided for in points 6 - 9 below.

6. Unless the Parties have agreed otherwise, the costs and the risk of unloading the Product at the place determined by the Parties of delivery shall be borne by the Buyer.

7. The Buyer undertakes to unload the Product at a place determined by the delivery Parties within 3 hours. After this time, the Buyer will be charged with additional costs of parking the vehicle in the amount of 50 PLN for each started hour. In this case, it is believed that the Products were delivered by Celsa at the right time.

8. If the Buyer does not step in to unload the Product within 48 hours from the time of delivery, the Products shall be stored in a place chosen by Celsa.

9. In the case referred to in point 8 above, the Buyer shall be charged with all costs related to the storage of the Product.

The proof authorizing the release of the Product is a legible signing of the document confirming its delivery by the Buyer. If the Product is picked up by a third party, it must have a written authorization from the Buyer to collect the Product and sign documents on behalf of the Buyer. Not having a written authorization is tantamount to a justified refusal of the Seller to issue the ordered Product due to the fault of the Buyer.

10. The Parties agree that the acceptance of the Product is the recognition by the Buyer of the performance of the Contract by Celsa.

11. The Buyer will collect the Product if the performance of Celsa is in accordance with the Agreement, in particular when the Products delivered by Celsa are in accordance with the order.

12. The Buyer undertakes to proceed with the acceptance of the Product on the day of delivery. The absence of a person authorized by the Buyer to make the receipt of the Product entails the consequences provided for in point 15.

13. The refusal to make the receipt of the Product for reasons attributable to the Buyer is connected, irrespective of other consequences, with the obligation of the Buyer to pay for transport and parking costs incurred by Celsa.

14. The receipt will be confirmed by an appropriate acceptance protocol signed by authorized persons, subject to paragraph 12 and 15. During the acceptance, the Seller shall provide the Buyer with relevant approvals and certificates for the Products, if such a requirement has been specified in the Order Confirmation. The Seller is responsible for the compliance of the presented

documents with the delivered Product.

15. In the event of unjustified evasion by the Buyer from signing the acceptance protocol, Celsa has the right to sign the acceptance protocol unilaterally with effect as if it were signed by both Parties. In this case, it is considered that the Product arrived at the place of delivery in a timely manner.

16. Upon the acceptance by the Parties or in the situation indicated in point 16 above, the risk of accidental loss or damage to the Product shall pass to the Buyer.

17. Buyer's reservations regarding the quantitative non-compliance, subject to paragraph 18 below, or qualitative products delivered, should be entered by him in the carrier's consignment note or in the specification of the goods, on pain of losing the right to rely on these irregularities at a later date. Failure to comply with the above conditions will mean:

1. the Buyer's resignation from his rights due to shortages and defects of goods, and;
2. the Buyer's consent to change the concluded contract in the part regarding the designation of its subject and price - in the event of differences between the Product delivered or its quantity, and the one which has been included in the consignment note or specification.

18. The Seller reserves a margin of accuracy of +/- 10% of the quantity of Products specified in the Order Confirmation, in relation to the total quantity of delivered goods, unless the Parties agreed otherwise.

#### **§ 6 PRODUCT RETURN**

1. The Seller does not accept returns of Products. In particularly justified cases, the Seller may depart from this rule and accept the returned Product. In this case, the Seller will buy back the returned Product from the Buyer at an Agreed Price, and the buyer will be charged with handling costs and transport costs.

2. Return of Products may take place only on the basis of prior arrangement of the Parties and after written approval of the Seller.

3. The condition for accepting returned Products is the return of undamaged and identifiable Products as to the parameters contained in the attestations. In the case of packaged Products, they must be returned in their original and undamaged packaging.

4. Products may be returned within 1 month from the date of receipt.

#### **§ 7 GUARANTEE**

1. The Buyer is obliged upon checking the Products to check their quality.

2. The Seller, under the conditions set out in these GTC and the Agreement, provides the Buyer with a quality guarantee for the Products delivered, excluding the provisions of the Civil Code, including in particular those regarding warranty.

3. The Seller shall be liable only for a defect that has manifested itself during the warranty period and of which the Buyer has notified the Seller during the warranty period, immediately after its disclosure, but no later than within 7 days of its disclosure, subject to paragraph 4 below. Lack of notification by the Buyer about the revealed defect within the indicated period during the warranty period excludes the Buyer's claims under the warranty.

4. The buyer has the right to submit quality complaints:

- 1) with regard to actual quality defects of Products, i.e. visible defects and possible to notice at the time of receipt of the Products - the Buyer has the right to notify the Seller in writing, under pain of nullity, no later than at the time of receipt of the Products, in accordance with § 5 paragraph 17;
- 2) with respect to defects other than those listed above, the Buyer has the right to report them to the Seller during the warranty period, immediately after its disclosure, but no later than within 7 days of its disclosure, under pain of the Buyer's losing the right to rely on these defects at a later date and the recognition that the Buyer has received Products without quality defects.

5. Defect notification should contain appropriate documentation demonstrating the occurrence of the defect.

6. The Buyer is obliged to enable the Seller to inspect the purchased Products, including taking samples and carrying out technical tests under pain of losing claims under the warranty.

7. In the event of reporting defects of Products under the warranty, the Seller is only obliged to repair or replace them with ones free of defects, while the selection of the appropriate service is the Seller's.

8. The Seller shall not be liable for any damages arising as a result of or in connection with a defect and damage to the Product being complained about, in particular the Seller shall not be liable for lost profits by the Buyer.

9. The Seller should repair or replace the Products with products free of defects, within the period specified in the Agreement, and if the Agreement does not specify this period within 90 days from the date of notification of the defect by the Buyer. If the observance of this deadline is not possible due to circumstances beyond the control of the Seller, in particular due to the technology used or the method of repair, then the reserved period shall be appropriately extended for the duration of these circumstances.

10. The exercise of the Buyer's rights under the warranty, in particular the repair or replacement of the Product with a new one free from defects by the Seller, does not result in the extension of the warranty period or its

commencement.

11. Products processed in any way by a person other than the Seller are not subject to a quality guarantee. The Seller shall not be liable for defects of Products that are the result of incorrect storage or further processing. The warranty granted, in particular the repair or replacement of the Product with a new one free from defects by the Seller, does not result in the extension of the warranty period or its commencement.

12. Filing a complaint does not entitle the Buyer to withhold payment for purchased Products.

#### **§ 8 FORCE MAJEURE**

1. If the inability to perform the service by Celsa occurred as a result of force majeure, the Buyer shall not be entitled to claims for damages resulting from non-performance, improper performance or untimely performance of the contract.

2. Force majeure shall be deemed to be circumstances not caused by any of the Parties and independent of them, unpredictable at the time of conclusion of the Agreement, which cannot be overcome without significant difficulties and costs, and prevent or significantly impede the performance of the Parties' obligations under the Agreement, in particular exceptional events related to wars declared or not, civil wars and riots, acts of terrorism and serious threat of terrorism, all actions taken by public authorities in relation to the threat of terrorism, import or export embargoes and restrictions, shortages of raw materials necessary for production, in particular electricity and gases acts of civil or military authorities, sanctions, boycott, fire, flood, accidents, strikes, epidemics or epidemic threats, or Celsa's failure to operate the plant which is not attributable to Celsa.

3. Celsa will immediately inform the Buyer about events that cause or caused the inability to perform this contract.

#### **§ 9 CONFIDENTIALITY**

Each Party undertakes to keep confidential any technical, economic or commercial information obtained during negotiations between the Parties and during the performance of the Agreement and before its conclusion, unless the obligation to disclose certain information to designated persons or institutions results from mandatory provisions. The obligation of confidentiality also exists within 5 years after the date of delivery of the Products, unless the information covered by it has not become generally available or the Parties have agreed otherwise.

#### **§ 10 FINAL PROVISIONS**

1. Matters not governed by the GTC shall be governed by the provisions of the Civil Code.

2. In the event that any provision of the GTC is found to be invalid, ineffective or unenforceable, this shall not affect in any way the validity, effectiveness and enforceability of the remaining provisions.

3. Any disputes arising from the implementation of these GTC shall be agreed by the Parties to be resolved by negotiation, and in the event of an amicable settlement of the dispute, the Parties shall submit it to the court having jurisdiction over the seat of Celsa.

4. The Buyer is obliged to immediately inform the Seller in writing, under pain of nullity, of any change in the registered office, company, legal form of business operations and correspondence delivery address. No notification results in the fact that deliveries made by the Seller in accordance with the Buyer's last received data are considered correct and effective.

5. The buyer undertakes to comply with all laws and guidelines regarding the prevention or prevention of corruption in force at Celsa.

6. The Seller reserves the right to introduce changes to the GTC.