

GENERAL TERMS AND CONDITIONS OF NON-CONSUMER SALES MONTAN STAL SP.  
Z O.O. TARNOWSKIE GÓRY

Chapter I General Provisions

§ 1

1. The general terms and conditions of sale, hereinafter referred to as GTCS, shall apply to all agreements concluded between the parties, of which the subject is the sale of Goods and services, hereinafter referred to as Goods, conducted by Montan Stal Sp. z o.o. with headquarters at: 42-680 Tarnowskie Góry, ul. Zagórska 83, registered in the National Court Register in X Division of the District Court in Gliwice under number KRS 0000034625 with share capital PLN 550,000.00 having NIP number 9542299879, hereinafter referred to as Montan Stal, to the entity referred to as the Purchaser, which are the subject of Montan Stal's commercial activity, and constitute an integral part of all sales contracts concluded by Montan Stal, including complementary or replacement deliveries. The Purchaser, within the meaning of these GTCS, is a natural person conducting business activity in accordance with applicable regulations, a legal person and an organizational unit that is not a legal person, whose separate provisions grant legal capacity to carry out business activities on their own behalf.

2. GTCS determine the mutual relations between Montan Stal and the Purchaser. Any derogation from the application of the GTCS requires a written form, under pain of nullity. In the event of discrepancies between these GTCS and the individual provisions of a contract concluded between the parties, the terms and conditions of sale set out in the contract concluded by the parties shall prevail.

3. GTCS are given to the attention and approval of the Purchaser at the latest on the day the Purchaser submits the order. Upon the conclusion of the sales contract, the Purchaser explicitly confirms that he acknowledges and accepts the GTCS with the simultaneous exclusion of the general conditions of contracts used by the Purchaser.

4. The GTCS are also available on Montan Stal website [www.montanstal.pl](http://www.montanstal.pl)

5. If the Purchaser remains in permanent commercial relations with Montan Stal, the acceptance of the GTCS by the Purchaser on the first order shall be deemed as their acceptance for all other sales contracts, until changes in their content or cancellation occur.

6. As regards all Purchaser's orders, only these GTCS shall apply. Montan Stal hereby specifically objects to the conditions of purchase attached to the order, or to any special terms and conditions of the Purchaser which do not comply with these GTCS. Any and all general conditions of the Purchaser's contracts shall not be binding on Montan Stal, even if Montan Stal does not object to them again upon signing the contract. The commencement of

the performance of an order is tantamount to the confirmation of the Purchaser's consent to Montan Stal GTCS, without the requirement of further reference to the GTCS.

7. The Purchaser shall be obliged to become acquainted with the GTCS before placing an order. Submission of an order by the Purchaser is tantamount to the acceptance of the GTCS by the Purchaser at the time of the order. In the event of Purchaser's declaration of the lack of acceptance of Montan Stal GTCS, Montan Stal shall be entitled to withhold the release of the Goods until a written declaration by the Purchaser accepting the GTCS has been made.

## Chapter II Information about Goods, Offers, Patterns, Prices

### § 2

1. The Purchaser is obliged to know the technical parameters of the ordered Goods. Montan Stal is obliged to deliver the Goods in accordance with the Purchaser's order.

2. Montan Stal shall not be held accountable for the further use of the purchased Goods by the Purchaser, in particular Montan Stal does not guarantee that the purchased Goods are suitable for the achievement of the goal that the Purchaser or the third parties on whose behalf it acts intend to achieve.

3. Announcements, advertisements and catalogues of Goods offered by Montan Stal are for informational purposes only. Patterns and samples issued by Montan Stal are for demonstration and exhibition purposes only and do not constitute an offer for sale within the meaning of the Civil Code.

4. Montan Stal's offer for the sale of Goods addressed to a specific Purchaser shall bind Montan Stal for a period of 14 days from the date of its issue, unless a different, shorter period is specified therein. In the case where the period is not specified, the prices are binding in the period in which the Purchaser could immediately declare to Montan Stal that he accepts the offer.

5. The final price of the Goods is determined on the basis of the price in force in Montan Stal on the day of placing the order.

6. If, following the conclusion of the contract, an export/import charge on the Goods, a tax or other similar fee is introduced, their amount changes, the raw material or exchange rate changes, Montan Stal may amend the price, to the extent appropriate, even if the introduction of the fee or its amendment or a change in the price of the raw material or the exchange rate were not provided for in the contract, including the order and order confirmation.

7. If there is a concern, at Montan Stal's sole discretion, that the Purchaser shall fail to fulfill its contractual obligations, Montan Stal has the right to make the release of the Goods conditional upon prior payment of the amount due or the presentation of appropriate

guarantees or collateral for payment for the given Goods. It shall be effected without any delay, otherwise Montan Stal has the right to withdraw from the contract without being obliged to pay any compensation to the Purchaser within 40 days of becoming aware of the Purchaser's inability to meet its obligations under the contract.

8. All rebates, discounts, bonuses etc. granted by Montan Stal shall require individual arrangements in writing and apply only in the event of timely payment for the sold Goods.

### Chapter III Conclusion and Performance of the Contract

#### § 3

1. Contracts shall come into effect only upon The Purchaser's written placement of an order on the Montan Stal's form or on the Purchaser's form with the Purchaser's explicit statement of the unconditional acceptance of the Montan Stal GTCS, with the exclusion of the general conditions of the Purchaser's contracts. Lack of Purchaser's statement in aforementioned respect results in the lack of placement of an order with Montan Stal.

2. The order should contain the following elements:

- a. Purchaser's name, full address,
- b. reference to an offer,
- c. the size of an order (the minimum and maximum should be specified, if applicable),
- d. type of material ordered,
- e. dimensions, quantity, required certificates, tests, approvals, grade of material,
- f. dates, place and conditions of delivery, means of transport,
- g. tax identification number NIP and in the case of commercial law companies other particulars under Art. 206 or 374 of the Commercial Companies Code, while in the case of natural persons, number and place of the entry in the Business Activity Rregister,

3. Montan Stal shall confirm, within 7 days from the date of the receipt of the order in writing by Montan Stal Sales Department, the acceptance of the Purchaser's order with the net unit price ex Montan Stal's warehouse [EXW] in the case of delivery of the assortment in stock.

4. In the case where the order concerns the material imported by Montan Stal on the Purchaser's special request, the order confirmation shall the Goods in question, not later than 10 business days from the receipt of the order.

5. In the event that the Purchaser, within 3-day period, does not raise any objections to the confirmation of the order, the order shall be considered to have been accepted for execution under the conditions specified in such confirmation.

6. It is allowed for the entities verified by Montan Stal to place an order via email. In this case, the order shall also be confirmed via email. The provisions of Sec. 4 shall apply accordingly.

7. The lack of confirmation of the order by Montan Stal within the above-mentioned deadlines shall be deemed as Montan Stal's refusal to conclude a contract with the Purchaser and the lack of Purchaser's claim for the conclusion and performance of the contract for the sale of Goods.

8. All prices quoted are net prices, to which the applicable VAT shall be added.

#### § 4

1. Changes to the terms and conditions of the contract or separate oral arrangements shall be valid upon written confirmation by Montan Stal and apply only to an individual commercial transaction.

2. In addition to the regulations provided for in the GTCS, Montan Stal shall allow the possibility of individual contracts.

#### § 5

Goods are sold quantitatively by sales unit (e.g. running meter, kg, pieces).

#### § 6

1. The Purchaser shall be responsible for ensuring that the technical data, quality and quantity of the material specified in his/its order or contract meet his/its needs. If the order does not specify the compliance of the material with a standard or does not contain a description of the requested material quality, the ordered Goods will be delivered as ordinary medium-quality commercial Goods, admitted to trading. In this situation, Montan Stal shall bear any responsibility for special quality requirements.

2. Attestations, certificates, declarations of conformity or other documents confirming the quality of the Goods shall be attached to the transaction if such a requirement is specified in the order or contract. Montan Stal does not verify technical information contained in attestations, certificates and other documents confirming quality of Goods and shall not be responsible for the non-compliance of the Goods with the manufacturer's certificate.

#### § 7

1. Delivery of Goods purchased by the Purchaser is based on his/its order confirmed by Montan Stal.

2. Each partial delivery is a separate transaction and may be invoiced separately by Montan Stal.

3. Montan Stal's failure to comply with a delivery date entitles the Purchaser to assert his/its statutory rights only if Montan Stal, despite an additional delivery date agreed with the Purchaser in writing, still - despite the written request - fails to perform the delivery or service, having regard to section 4.

4. The delivery date is extended by the duration of the obstacle resulting from circumstances beyond the parties' control, i.e., e.g. untimely delivery by Montan Stal's suppliers, force majeure events, unpredictable disruptions in Montan Stal's operation, e.g.: power failure,

transport delays, traffic jams, public holidays on the route from the manufacturer to the place of delivery and customs congestion, transport losses, including road blocks, time limitations in freight transport by road, material and raw material shortages, etc. Montan Stal is obliged to immediately inform the Purchaser about the reasons for the delay or inability to deliver, unless exceptional circumstances make such notification impossible. If the delay exceeds 30 days, each party shall have the right to withdraw from the contract without the right to claim any compensation. If the contract provided for the partial release of Goods, any withdrawal from the contract applies only and exclusively to the delayed part of the benefit, not the benefits provided at a later date and does not apply to Goods already delivered. Montan Stal's failure to meet the delivery date due to the abovementioned reasons is tantamount to the fact that the Purchaser shall not be entitled to any claims for compensation for any damage resulting from non-performance or late performance of the contract.

5. The Purchaser shall be obliged to collect the Goods immediately after notification of their availability in the Montan Stal's warehouses. In the event the Purchaser does not collect the Goods or refuses to accept them within the prescribed deadline, Montan Stal shall have the right to place the Goods in a warehouse at the Purchaser's expense and risk and to demand reimbursement of transport costs from him/it if the refusal to collect the Goods was carried out by means of transport not belonging to the Purchaser and was made in the Purchaser's warehouse. Should the delay in taking over the Goods from Montan Stal's warehouse exceed two weeks, compared to the date the Goods are placed at the Purchaser's disposal or if the Purchaser refuses to accept the Goods, Montan Stal shall have the right to withdraw from the contract without setting an additional date or sell the Goods at the Purchaser's expense and risk, subject to other Montan Stal's rights, including ,inter alia, the right to charge the Purchaser with storage costs of 1% of the value of unclaimed Goods for each day of storage. Unreasonable refusal to accept the Goods by the Purchaser [for reasons beyond Montan Stal's control] results in the waiver of any claims against Montan Stal that may arise with the Purchaser and the persons on whose behalf he acts/ the persons for whom he acts, to which the Purchaser consents by placing an order.

6. Should any order be cancelled in whole or in part, the Purchaser shall be obliged to cover any expenses borne by Montan Stal in relation with the processing of such order. Under no circumstances may the order be withdrawn without Montan Stal's written consent.

## § 8

1. Montan Stal shall make every effort to ensure that the Goods are properly packed.
2. Materials used for packaging are included in Montan Stal's prime costs and are not refundable, with the exception of returnable pallets and racks. Montan Stal may charge a deposit for returnable pallets, racks, etc., in the amount agreed with the Purchaser or according to the price list available at Montan Stal.

## § 9

1. In the event the Purchaser chooses the delivery of Goods carried out by means of Montan Stal's (or its suppliers') transport, the Purchaser shall provide all necessary facilities to enable efficient unloading of the commercial vehicle on the day of delivery.
2. Montan Stal reserves the right to change the time and date of delivery, if any inconvenience is experienced which Montan Stal has no influence on, e.g. traffic restrictions, weather conditions, road blocks, etc. In the event of the aforementioned circumstances, the Purchaser shall not raise any complaints related to a delayed delivery.
3. The Purchaser ensures that the access roads, unless they are public roads, to the unloading place guarantee safe entry and exit of the commercial vehicle, with a load on one axle of 10 tons, length of the trailer 13.6 meters and height of 4.0 meters, are well lit, passable and free of ice and snow. The Purchaser shall be obliged to notify Montan Stal with the order about potential difficulties, while accepting any delays in delivery related thereto.

## § 10

1. Delivery costs to the Purchaser and the costs of other additional services, such as e.g. repackaging, cutting, foiling, transshipment, etc. are determined individually when placing the order.
2. Montan Stal reserves that in the event of overdue payments, failure to settle interest for late payments, or exceeding the credit/merchant limits by the Purchaser and his/its other activities to the detriment of Montan Stal, the implementation of subsequent orders shall be suspended until the relevant payments have been made and real collateral securing the performance of liabilities by the Purchaser have been established for the future.

## § 11

1. In the event the Goods are sent to the Purchaser's address by means of a carrier, the benefits and burdens associated with the Goods as well as the risk of accidental loss or damage to the Goods shall pass on to the Purchaser the moment the Goods are delivered to the carrier. If, at the time of the collection of Goods from the carrier, the Purchaser finds an existing difference between the Goods actually delivered and the Goods specified in the transport documents, or damage to the Goods, he should immediately enter his reservations on a copy of the carrier's bill of lading and the specification of the Goods. The abovementioned procedures are aimed at determining the rules and scope of the carrier's possible liability.
2. Failure by the Purchaser to meet the aforementioned obligations shall be tantamount to:
  - a) a waiver of his/its statutory rights under the warranty for physical defects of the Goods - in the event of damage to the Goods;

b) his consent to the amendment of the concluded contract in the part regarding designation of the subject and price thereof - in the event of discrepancies between the Goods delivered or their quantity and the data that were entered in the consignment note or specification.

3. In the event that the Purchaser collects the Goods by means of his/its own transport, the benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods shall pass on to the Purchaser with the release of the Goods from Montan Stal's warehouses. The person collecting the Goods, on behalf of the Purchaser, shall submit a written authorization issued by a person authorized to represent the Purchaser.

#### § 12

1. Sold Goods, without prejudice to § 13, shall not be refundable, unless Montan Stal has given its written consent for their return.

2. Returned Goods may be accepted provided that they are undamaged, in factory packaging and traceable as to the parameters contained in attestations or other documents.

### Chapter IV Complaints

#### § 13

1. The Purchaser is obliged to examine the delivered Goods in terms of their quantity and quality in respect of hidden defects, immediately upon their delivery.

2. Submission of any quantitative complaints shall take place at the time of collection of the Goods under the pain of the loss of rights due to quantitative deviations. The provisions of § 11 shall apply accordingly.

3. Notification of any quality complaints regarding non-hidden defects must take place immediately upon collection of the Goods, but no later than within 14 days thereof, under pain of losing the rights due to quality deviations. Qualitative complaints regarding hidden defects shall be made by the Purchaser no later than within 1 year, from the date of the release of Goods, with the enclosed sample of the advertised Goods and a proof that the advertised Goods come from the sale made by Montan Stal. Upon examination of complaints, their validity shall be assessed taking into account the applicable technical standards.

4. Montan Stal shall be released from any liability under the warranty if the Purchaser was aware of the defect at the time of conclusion of the contract, order placement, presentation of the offer, receipt of delivery documents, as well as in other cases specified in applicable provisions of law.

5. The disputed Goods shall be available in unprocessed form at Montan Stal's disposal throughout the duration of the complaint, until its settlement, i.e. until Montan Stal's written notification.

6. In the event of a complaint being acknowledged as justified, Montan Stal may, at its discretion, either replace the Goods with the new ones, free from any defects, or remove the defect, or offer a price reduction. The settlement of the complaint in the abovementioned manner precludes the possibility of any further claims, by which the Parties understand that they are jointly making modifications and limitations of liability under the warranty on the basis of Art. 558 of the Civil Code
7. Montan Stal shall refuse to accept a complaint when the Goods have been incorrectly used or processed by the Purchaser or a third party.
8. In the case where only some of the delivered and sold Goods are defective and can be separated from the non-defective ones, the Purchaser's right to cancel the processing of the order or to renounce the contract for the processing of his/its order shall be limited only to such defective Goods.
9. Until final consideration of the complaint, the Purchaser shall be obliged to store the defective Goods in an appropriate manner which prevents any possible damage thereto or shortages therein.
10. If, due to any physical defect in Goods, the Purchaser withdraws from the contract regarding the execution of his order or requests the delivery of defect-free Goods instead of defective Goods, he cannot return the Goods without the prior consent of Montan Stal.
11. No claim as to the quantity and/or quality of the Goods shall authorise the Purchaser's to withhold the payment due for completed deliveries.
12. In each case, the basis for consideration of the complaint by Montan Stal shall be the preparation of a complaint protocol and photographic documentation, immediately after the complaint is made by the Purchaser.
13. Montan Stal shall not be liable for Goods used in a manner inconsistent with their intended use and technical properties, in which damages have occurred as a result of faulty performance or design by the third parties and as a result of failure to comply with the manufacturer's recommendations and instructions.
14. Montan Stal shall not be liable for damages caused during the unloading of Goods.
15. Montan Stal shall have the right to withhold from the Purchaser the fulfillment of its claims under the complaint until the Purchaser settles all outstanding payments against Montan Stal.
16. By agreeing to this complaint procedure, the Purchaser resigns from his/its right to set off any claims against Montan Stal's claims.
17. The condition for acceptance of the returns of Goods which have been questioned by the Purchaser and recognized by Montan Stal is that they are undamaged, unprocessed in the Purchaser's production processes and identifiable as to the parameters included in their certificates.



18. The parties agree that the amount of the Purchaser's claim against Montan Stal, resulting from the sale of defective Goods, shall not exceed the total value of the claimed Goods.

19. On account of the complaint submitted by the Purchaser, Montan Stal shall not bear any liability for indirect losses or lost profits

## Chapter V Terms of Payment

### § 14

1. Payment for the received Goods shall be made without deductions within the period specified on the invoice or according to other previously agreed payment terms.

2. The Purchaser shall become the owner of the Goods at the time of full payment for the Goods, within the time limits specified by Montan Stal (reservation of property right of a sold item to Montan Stal - art. 589 of the Civil Code), unless the parties agree otherwise. The Purchaser shall bear the costs of providing for a certified date on the contract / invoice document.\

3. The date of Purchaser's fulfillment of the performance is the date on which the Purchaser's bank account, showing sufficient funds to make payment for the sold Goods, is debited.

4. In the event of late payment, Montan Stal has the right to charge statutory interest for late payment in commercial transactions without additional requests/reminders. Interest for delay shall be calculated from the day following the day on which the payment deadline expired.

5. In the event of overdue payment, Montan Stal shall be entitled to claim, in addition to the principal receivables and interest for default, also court and enforcement costs, costs of legal representation and all costs related to the recovery of this payment as well as the costs of order processing and logistics.

6. If the Purchaser defaults on payments due under more than one invoice, Montan Stal shall have the right to use any payment made by the Purchaser in respect of any invoice to first discharge the interest for default and then the oldest outstanding receivables.

7. The Purchaser is not entitled to make any deduction statement to Montan Stal.

8. Bills of exchange and checks are accepted only for the purpose of securing the claims, subject to prior agreement by Montan Stal.

9. In the event of standard order placement and then failure to collect the Goods, withdrawal from the order or any other non-execution of the contract, Montan Stal shall have the right to impose a contractual penalty or compensation of 25% of the gross value of the part of the uncompleted order, to which the Purchaser hereby agrees to.

10. In the event of withdrawal of an order concerning the delivery of specific Goods for the Purchaser's individual request, Montan Stal shall have the right to impose a contractual penalty or compensation in the amount of 100% of the gross value of the Goods. Any

prepayments made by the Purchaser towards such order shall be credited towards the aforesaid contractual penalty or damages.

11. Deliveries of specific Goods for the Purchaser's individual order require prepayment in the amount defined by Montan Stal.

12. Montan Stal shall be entitled to seek compensation according to general rules, which exceed the contractual penalties.

13. The Purchaser shall promptly notify the Seller in writing of each change of his/its registered head office or place of residence and of the address for correspondence. Lack of notification means that deliveries made to the addresses indicated in the order or in signed contracts or other commercial agreements are considered effective.

## Chapter VI Compensation

### § 15

The Purchaser acknowledges that in the case of products made of steel, the existence of minor scratches, deposits, discoloration, oil stains or other non-obvious structural defects cannot be excluded. Montan Stal shall not be held liable in this respect provided that these defects do not result from premeditation or gross negligence on the part of Montan Stal, which the Purchaser can provide evidence for.

## Chapter VII Force Majeure

### § 16

1. Any unforeseeable extraordinary circumstances, such as, in particular, damage to or destruction of machinery and equipment at the manufacturers' of Goods which seriously affect their production, extraordinary weather conditions preventing the transportation of Goods, strikes, revolts and unrest, war, lack of means of production, martial law, other unforeseeable political and/or economic crises, any government ordinances or amendments to the law leading to restrictions in production or prevention of production and/or sale, epidemics, acts of terrorism preventing either party from performance of the order, in the whole or in part, arising out of control and without the will of the parties, shall be treated as a case of force majeure.

2. The party exposed to force majeure is not responsible for non-performance or undue performance of the contract. In such case, the performance of the contract may be suspended in whole or in part. A party exposed to this force majeure may also withdraw from the contract without the right to any compensation, subject to the provisions of § 7 sec.4 of the GTCS.

3. A party that is exposed to force majeure shall be obliged to notify the other party, within 7 days by way of registered letter, otherwise in any other effective manner, about the occurrence thereof.

## Chapter VII Final Provisions

### § 17

1. All legal relations between Montan Stal and the Purchaser shall be governed solely by the Polish law, with the exclusion of conflicts-of-law rules, which would refer to a legal order other than the Polish one, in particular to other than Polish substantive law applicable to the parties entering into a sales or delivery contract. The location for the performance of any obligations arising from these regulations is Tarnowskie Góry. / Location of performance of the contract /.

2. Montan Stal and the Purchaser shall seek to amicably resolve any disputes arising in connection with the performance of any contracts under these Terms. Where the amicable settlement cannot be reached, all disputes arising directly or indirectly from these regulations shall be resolved by common courts of law within the jurisdiction of the location of Montan Stal. Montan Stal reserves the right to bring an action before the court competent for the registered office of the Purchaser.

3. No assignment of rights arising from the contract concluded or the order placed with the Purchaser in relation to third parties shall be possible without Montan Stal's prior written consent.

4. In the case of the nullity of certain provisions of the GTCS, as a result of the introduction of different statutory regulations, the remaining provisions shall still remain valid.

5. By accepting these GTCS, the Purchaser agrees to the processing of his personal data by Montan Stal and entities operating on behalf of Montan Stal in the country and abroad, in connection with the implementation of contracts for the sale of Goods offered by Montan Stal and for marketing purposes related to Montan Stal's business activity. The Purchaser shall have all the rights arising from the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) of 2016-04-27 (Journal of Laws EU.L 2016 No. 119, p.1). All information related to the protection of personal data is contained on the Montan Stal website [www.montanstal.pl](http://www.montanstal.pl) in the GDPR tab.

6. These general conditions shall not apply to consumer sales.

7. In matters not regulated by these GTCS, the provisions of the generally applicable law shall apply.

8. In all Montan Stal transactions with the Purchaser, the provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up at Vienna on April 11, 1980, and the Convention on Limitation on the International Sale of Goods, drawn up at New York on June 14, 1974, shall be completely excluded.

9. Unless the Parties have agreed otherwise in a written agreement, all types of fees, including bank charges, taxes, duties and other similar obligations shall be borne by the Purchaser.

These GTCS were approved by the resolution of the Management Board of Montan Stal Sp. z o.o. in Tarnowskie Góry of 13 March 2020.