

GENERAL TERMS OF SALE

§ 1 General provisions

1. These General Terms and Conditions of Sale ("GTCS") are to regulate mutual rights and obligations arising from the conclusion of contracts for the sale of goods offered by Einsal East Sp. z o.o. with its registered office in Mikołów (43-190), ul. Józefa Elsnera 55a, entered into the register of entrepreneurs kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS number: 0000268675, TAX ID [NIP]: 6272597564, REGON: 240563504 (hereinafter: "**Seller**").
2. The following capitalised terms used in these General Terms and Conditions of Purchase shall have the following meanings:
 - a. **CC** - means the Law of 23 April 1964 - Civil Code
 - b. **Buyer** - an entity who is an entrepreneur, with the exception of the entrepreneur referred to in Article 3855 of the Civil Code, interested in purchasing the Goods or actually purchasing the Goods;
 - c. **Party** - shall be understood as the Seller or the Buyer, respectively;
 - d. **Parties** - shall be understood as the Seller and the Buyer jointly.
 - e. **Goods** - metallurgical products offered by the Seller, in particular such as: flat bars, round bars, plates, sheets, pipes, special drawn and extruded profiles, forgings, as well as machined parts;
 - f. **Contract** - the contract of sale of Goods concluded between the Buyer and the Seller on the basis of the Order and confirmation of the Order or the Order itself;
 - g. **Order** - shall mean the offer for purchase of Goods provided by the Buyer to the Seller, containing at least the quantity (expressed in units of mass or measure customarily used for a given type of Goods) and type of ordered Goods, the date, designation of the Buyer in accordance with entry in the relevant register;
 - h. **Stock** - information provided by the Seller in electronic form at the Buyer's request filed in accordance with GTS, covering at least current availability of Goods of particular types in the Seller's warehouses, their type and quantity and

units of weight or measure the Goods are offered with.

3. The subtitles indicated in GTS are only for reference purposes and should not affect the interpretation of GTS, the Contract or the Order.
4. GTS constitute an integral part of the Contract or Order and define mutual rights and obligations of the Seller and the Buyer.
5. In case of discrepancies between the terms of the Contract and these GTS, the terms agreed by the Parties in the Contract shall apply.
6. The currently valid GTS are made available on the Seller's website (www.einsal-east.com/o-firmie#do-pobrania/) in a manner allowing for storage and reproduction of the GTS in the ordinary course of business, as well as in writing at the Seller's premises.

§ 2 Scope

1. The Seller shall not be bound by any sales (purchase) conditions or reservations of the Buyer contradictory to these GTS, even if the Seller has not expressly objected to such conditions or reservations, unless otherwise follows from the Seller's statement expressed in writing under pain of invalidity.
2. These GTS specify standard terms and conditions on which the Seller delivers the Goods to the Buyer and apply to all price offers and sales quotations.
3. Any deviations from the application of these GTS require written form, otherwise being null and void.
4. In case of discrepancies between the terms and conditions of the contract and GTS, the sales terms agreed by the Parties in the Contract shall apply.
5. Acceptance of GTS by the Buyer shall take place in full in any manner, including by placing an Order, filing a request for the Stock or making a prepayment.
6. Acceptance of GTS in one Contract shall be deemed acceptance for all other Orders and sales agreements of the Buyer, until their content is changed or acceptance is revoked in writing.

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§ 3 Offers and orders

1. Any information relating to the offered Goods, conversion factors, dimensional and weight tolerances as well as quality presented by the Seller in catalogues, advertising brochures and on the website are of informative nature and do not constitute an offer within the meaning of the Civil Code.
2. The documents fully specifying all technical information are the referenced applicable national and European standards or the specifications.
3. Goods are sold in quantities according to sales units, e.g. metres, kilograms, pieces.
4. Placing an Order by the Buyer on the basis of the replacement documentation is tantamount to its acceptance.
5. The basis for concluding an individual Contract is the Buyer's Order placed on the basis of the Seller's offer. Order confirmation by the Seller constitutes an integral part of the Contract.
6. Offers made by the Seller for Goods are valid for a period of 3 (three) days since the date of receipt of the offer by the Buyer or until the Seller's or the goods manufacturer's Stock is exhausted. The offer will cease to be valid if the Buyer does not unconditionally accept the offer by submitting a written order within 3 (three) days of receipt of the offer or if the Seller's or the manufacturer's stock is exhausted.
7. In case of any change in relation to the content of the offer or inclusion of reservations thereto in the Buyer's Order, the Contract shall be concluded only upon confirmation by the Seller of Order acceptance with changes or reservations. Failure to confirm such an Order shall mean that the individual Contract has not been concluded. The Parties exclude all possibilities provided by law for tacit (implied) conclusion of the Contract.
8. If the Buyer places an Order without receiving a prior offer, confirmation of acceptance of the Order by the Seller is required to conclude the Contract.
9. Offers submitted by the Seller in response to the Buyer's enquiry are valid only together with these GTS. Failure to cancel an Order in writing immediately upon receipt of these GTS shall mean their acceptance by the Buyer.
10. It is not possible for the Buyer to unilaterally resign from the Order in the course of Order execution. Any

possible submission of a statement in this respect shall not cause any effects between the Parties.

§ 4 Right of ownership

1. The Seller stipulates that the ownership right to the sold Goods shall be transferred to the Buyer only at the moment of payment of the total price to the Seller.
2. During the time when the Seller has the ownership right to the Goods, further disposition of the Goods by the Buyer, establishment of lien or transfer of ownership to secure the Goods or encumbering the Goods with other rights is permitted only with the consent of the Seller expressed in writing, otherwise being null and void.
3. If the Buyer fails to pay the whole price for the Goods within the time limits specified in the Contract, the Seller has the right to claim a return of the Goods or an appropriate part thereof from the Buyer in relation to the unpaid price. In case of joining or mixing of the Goods, the Parties become co-owners of the whole shipment. The application of the provision of Article 193 § 2 of the Civil Code is hereby excluded.
4. The Seller may also claim compensation on general terms if the Goods to which the Seller has the right of ownership have been worn out or damaged.
5. Unless otherwise agreed by the Parties, the risk of loss of or damage to the Goods shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer, and of the Goods are entrusted to a carrier upon delivery of the Goods to the carrier, regardless of who bears the costs of transport.

§ 5 Prices and payments

1. The price for the Goods sold will be specified each time in the offer or order confirmation.
2. Prices quoted by the Seller are net prices, and Value Added Tax (VAT) will be added to the price according to the applicable regulations.
3. The costs of delivery to the Buyer and other additional services are determined individually when placing an Order. All additional costs which may arise during Order execution shall be borne by the Buyer, unless the Parties have agreed otherwise.
4. Any and all increases in costs of purchase of the Goods subject to the Order for which the Seller is not responsible (in particular such as increases in import

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duties) shall be borne by the Buyer to the extent reflecting actual increases in the level of price-setting factors.

5. The Buyer is obliged to pay for the ordered Goods in the manner and within the time limit specified in the VAT invoice.
6. The Buyer agrees to receive invoices electronically to the e-mail address indicated in the Order or in the course of the Parties' cooperation.
7. The date of payment shall be the date of crediting the Seller's bank account as specified in each invoice.
8. In case of delay in payment or late payment by the Buyer, the Seller reserves the right to charge default interest at the statutory rate.
9. Submitting a claim by the Buyer for the purchased Goods shall not release it from the obligation to make timely payments resulting from the issued VAT invoices.
10. In case of the Buyer's delay in payment of any of the Seller's receivables, the Seller has the right to withhold execution of all concluded contracts (including the delivery of the Goods/performance of the service) until the Buyer has paid all required receivables, including interest.

§ 6 Technical support

1. The Seller does not provide technical support. The Buyer is responsible for ensuring that the technical data, quality and quantity of the material specified in the Contract correspond to its needs.
2. The Seller shall be obliged to supply the Buyer with Goods conforming with the Order. However, a deviation in the parameters of the Goods remaining within the limits of the offered standard shall not constitute a defect of the Goods and cannot constitute the basis of any claims of the Buyer against the Seller.
3. The Seller shall not be liable for the correctness of selection of the ordered product in a specific application by the Buyer or its further contractors.
4. If the quality requirements for the Goods are not specified in the Contract, it is deemed that the products and tolerances are to be in accordance with the relevant standard or specification.

§ 7 Order execution

1. The Seller shall deliver the Goods in accordance with the Contract.
2. Unless otherwise agreed by the Parties in the Contract or the Order, the Seller reserves a tolerance of quantity accuracy in the performance of the Contract for individual items at the level of:
 - a. +/- 20 % for Orders from 1 to 100 kg in one assortment;
 - b. +/- 15 % for Orders over 100 kg in one assortment.
 - c. +/- 10 % for Orders over 1000 kg in one assortment.
3. The Buyer is obliged to accept the Goods within the quantity tolerance indicated in paragraph 2 above and pay the price for them.
4. If required by the Buyer, the Seller should confirm the technical data of the Goods by attaching a copy of the relevant original manufacturer's certificate or certificate of conformity. Unless agreed otherwise by the Parties, the Seller may charge a separate fee for the preparation of such a copy, which is indicated each time on the offer.
5. Unless otherwise specified in the Contract, the Goods shall be accepted at the Seller's registered office.
6. Unless otherwise specified in the Contract or the Order, the Buyer is obliged to accept the Goods immediately, at the latest within 7 days after being notified of their readiness for acceptance.
7. At the time of Goods acceptance, the Buyer shall be obliged to carefully inspect them in terms of quantity and quality for visible defects. The signature of the Stock Issue Confirmation (CI) by the Buyer confirms the conformity of the Goods with the Order in terms of quantity and the absence of visible defects in the Goods. The Buyer may not exempt itself from the obligations indicated in this paragraph and from the consequences of failing to observe them by invoking the accepted practice of trading and acceptance.
8. In case of delivery to the Buyer by the Seller's transport, the Buyer is obliged to ensure that trucks can reach the unloading place, provide equipment and staff for unloading. The Seller shall not be liable for any damage to the Goods or delays in delivery caused by the Seller's failure to fulfil the above obligations.
9. The delivery date indicated in the offer is an approximate date.

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10. If there is a delay in acceptance, the Buyer may be charged with storage costs. Storage of the Goods may be entrusted to a third party at the expense and risk of the Buyer, subject to other rights vested in the Seller.
11. The Seller shall not be liable for delay in execution of the Order and the completion date shall be extended by the duration of the obstacle caused by circumstances beyond the Parties' control, in particular: untimely delivery of material by Seller's contractors, force majeure, introduced state of pandemics or epidemics, unforeseeable disruptions in the Seller's work (including transport and customs delays). Failure by the Seller to meet the delivery deadline for the aforementioned reasons shall not give rise to any claims on the part of the Buyer for compensation for damage resulting from non-performance or untimely performance of the Contract, nor may it be the basis for withdrawal from the Contract.
12. The Seller shall be released from any liability related to late delivery of the Goods or the performance of the service when the underlying reason is that its supplier or subcontractor has failed to deliver or perform the service.
13. If the Buyer delays the Goods acceptance by more than 1 week, it shall pay a contractual penalty towards the Seller in the amount corresponding to 0.2% of the price of the Goods not accepted on time for each day of delay in their acceptance. This penalty may not be charged for more than 30 days of delay.
14. Remedy for any damage caused to the Buyer in connection with non-performance or undue performance of the Contract shall be limited to payment of the contractual penalty specified in the Contract or Order. The contractual penalty specified in this manner may not exceed the net price of the Goods covered by the Contract or Purchase Order, and the Buyer shall not be entitled to claim damages in excess of the stipulated contractual penalties.
15. If no contractual penalty referred to in par. 14 above is stipulated for the Seller by the Parties in the Contract or Order, the Seller's liability is limited to payment of damages in the amount not exceeding the net price of the Goods covered by the Contract, with the Seller being liable only for foreseeable and typical damages of the Buyer.
16. The Seller's liability is limited to the value of the Goods purchased by the Buyer and does not include the

Buyer's right to demand from the Seller to repair the Seller's damage in the form of: loss of expected profits or benefits, loss of production nature, loss of reputation and other losses.

17. The parties are entitled to waive the contractual penalties referred to in this paragraph.

§ 8 Guarantee and complaints

1. The Seller guarantees that the Goods sold are of good quality and correspond to the product information provided by the Seller.
2. The Seller shall grant a twelve-month warranty for the Goods covered by the Contract.
3. The guarantee covers only defects arising from causes originally present in the sold product. The guarantee does not cover defects arising from other reasons, including in particular defects arising from: improper storage, use or application of the product, improper selection of the product for the conditions of use, improper assembly or maintenance, repairs or modifications made by the Buyer or third parties without the prior consent of the Seller or inconsistent with the instructions provided by the Seller, force majeure.
4. The Seller is not liable for mechanical damage to the products as well as damage caused by high temperatures, electromechanical contamination or friction.
5. The Buyer loses its rights under the guarantee for the Goods if any modifications of the product or traces of tampering by unauthorised persons are found.
6. The Buyer undertakes to strictly observe the instructions for further processing of the Goods, assembly, commissioning and operation. The Seller's liability is excluded if the Buyer fails to follow these instructions.
7. The Buyer is obliged to inspect the Goods in terms of quantity and quality on the day of acceptance. Any reservations as to the quantity and quality of the delivered Goods should be written down on a document signed by the supplier (e.g. waybill, Stock Issue Confirmation document), and in case of acceptance at the Seller's premises, by an employee handing over the Goods.
8. The Buyer shall be obliged to lodge a quantity complaint in writing immediately after accepting the

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Goods, however, no later than within 3 days from their acceptance, under pain of losing the rights towards quantity defects.

9. The Buyer shall be obliged to lodge a quality complaint in writing immediately upon Goods acceptance, however, no later than within 14 days from the date of their acceptance, and if a defect is revealed only later - immediately, however, no later than within 14 days from the date of its discovery, under pain of losing the rights thereunder.
10. Quality complaints may be lodged by the Buyer no later than within 1 year from the date of delivery of the Goods.
11. In case of each complaint, the basis for its consideration by the Seller is provisions of a complaint protocol and photographic documentation, immediately after the complaint is reported by the Buyer.
12. The Goods constituting the subject of the Buyer's complaint should be available at the Seller's disposal in an unprocessed form and in the way allowing for their inspection and testing, and protected against further processing or loss of value until the complaint is considered by the Seller.
13. The Seller is obliged to notify the Buyer within 14 days from the date of receipt of the complaint about the manner in which the complaint has been handled. This time may be extended if it is required to carry out tests and expert opinions.
14. The complaint shall be acknowledged in writing, otherwise being null and void, after the Seller has examined the Goods covered by the complaint, possibly after carrying out an expert opinion.
15. If the complaint is considered justified, the Seller may, at its discretion, either replace the Goods with new, defect-free Goods or remove the defect. If replacement or repair of the Goods proves impossible, or involves incurring additional expenses by the Seller, the Seller has the right to refuse to replace/repair the Goods and refund to the Buyer an appropriate part of the price.
16. The Buyer who accepts the Goods as meeting its requirements despite the defects disclosed may demand an appropriate reduction in the price.
17. If among the Goods sold, only some are defective and can be separated from the defect-free Goods, the Buyer's right to withdraw from the Contract shall be limited to the defective Goods.
18. To the other extent not specified in this § 8, the warranty for physical defects of the Goods is excluded,

in particular the Seller shall not be liable for the chemical composition and mechanical properties of the Goods, even if specified in the standard.

§ 9 Confidentiality and personal data processing

1. Each Party undertakes to keep the contents of the Order and the Contract confidential.
2. Paragraph 1 above shall not apply if:
 - a. the other Party has agreed to this in writing, otherwise being null and void;
 - b. it would be contrary to mandatory provisions of law or contrary to a court decision or a decision of a public administration body.
3. Each Party shall process the data of the persons stated in the Order for the purposes resulting from its legitimate interests covering the performance of the Order, establishment, assertion or defence of legal claims arising from or related to the Order.

§ 10 Communication between the Parties

1. Subject to cases expressly indicated in the GTS, the Contract or the Order, all correspondence and statements made by the Parties shall require a documentary form.
2. The Buyer undertakes to promptly notify the Seller in writing of each change of its name, registered office or place of residence and address for service of correspondence, e-mail address and telephone number. Failure to give such notice shall mean that any service made to the previous address shall be deemed to be effective.

§ 11 Final provisions

1. The amendment to GTS does not require modification of the Contract or the Order or other forms of cooperation between the Parties.
2. The Parties may amend provisions of GTS in an individual case. Such change may be effected on the basis of an agreement between the Seller and the Buyer at least in a documentary form (in particular on the basis of an e-mail message), otherwise being null and void.

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3. GTS shall be governed by and construed in accordance with the laws of the Republic of Poland.
4. In matters not regulated in the GTS, the Contract or the Order, the mandatory provisions of law shall apply, in particular the provisions of the Civil Code.
5. If any of the provisions of GTS shall be deemed invalid or legally defective, the remaining provisions shall remain in force to the fullest extent permitted by law.
6. Any possible disputes arising in connection with the conclusion or performance of the Contract or the Order shall be resolved, as far as possible, by means of amicable proceedings. Ultimately, the competent court for disputes shall be the court of material and local jurisdiction according to the registered office of the Seller.

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