

## **General terms of sale in force at Metall Expres Sp. z o.o.**

### **§ 1. General provisions**

1. The subject of these general terms of sale is to establish mutual rights and obligations arising from the conclusion of a contract for the sale of Goods between the Seller and the Buyer.
2. For the purposes of these general conditions of sale, the following terms used are defined therein:
  - GTS - general terms of sale,
  - Seller - Metall Expres Sp. z o.o. with the registered office in Rzeszów,
  - Buyer - each counterparty of the Seller purchasing the Goods from him,
  - Goods - materials made of non-ferrous metals and others offered by the Seller.
3. GTS apply to all contracts for the sale of Goods with the Buyers with whom an individual contract for the sale of Goods has not been concluded, excluding the application of these GTS.
4. GTS are made available to the Buyer on the Seller's website ([www.metallexpres.pl](http://www.metallexpres.pl)). It is assumed that the Buyer, deciding to place an order with the Seller, at the same time accepts the GTS applicable at the Seller's.
5. If the Buyer does not accept the Seller's GTS, he is obliged to notify the Seller about it before placing the order. In this case, the Seller has the right to refuse to accept the order or, in justified cases, initiate negotiations leading to the determination of individual terms of sale.
6. The Seller shall not be bound by any conditions of sale or reservations of the Buyer inconsistent with these conditions, even if the Seller has not expressly objected to such conditions or reservations.
7. Non-compliance with the law, invalidity or unenforceability of any of the provisions contained in these GTS shall not affect the legality, validity or enforceability of the remaining provisions of these GTS.

### **§ 2. Orders**

1. The Buyer places orders providing:
  - a. name of the Goods,
  - b. quantity of Goods,
  - c. price of the Goods
  - d. exact address of the Buyer for delivery of the Goods,
  - e. proposed delivery date, subject to the provisions of § 6 items 4,5,6,
2. In addition, if the Buyer has not provided this data earlier, the order should also contain the Buyer's full name or company, the exact address of residence or registered office, the number under which he is registered in the business register or the National Court Register number, as well as NIP and REGON numbers.
3. The Orders shall be submitted to the Seller in writing or by fax to the Seller's fax number or by e-mail. The Seller shall accept verbal orders, but at the request of the Seller, the Buyer shall confirm the terms of the order in writing, in accordance with items 1 and 2 of this paragraph.
4. The Seller shall confirm the acceptance of the order.
5. The Seller is obliged to deliver the Goods in accordance with the Seller's order confirmation.

### **§ 3. Information about the offered goods**

1. All information on the offered Goods, conversion factors, dimensional and weight tolerances as well as quality presented in catalogues, advertising brochures, on the website presented by the Seller are informative. The applicable national and European standards are the documents that fully define all technical information.
2. The Buyer is obliged to know the technical parameters of the ordered goods and the standards that define these parameters. The Seller should, if required by the Buyer, confirm the technical data of the goods by attaching to the goods a copy of an appropriate certificate or quality certificate. The Seller may charge a fee for making such a copy in accordance with the applicable rates, unless the parties agree otherwise.

### **§ 4. Prices and terms of payment**

1. The price for the goods sold will be specified each time in the offer or in the order confirmation. The prices specified in the offer or the order confirmation are valid at the time specified therein.
2. If the price is indicated in a currency other than PLN, it is converted according to the PLN exchange rate specified in the offer or order confirmation as of the date of issue of the invoice.
3. The given prices are net prices - they do not include VAT.
4. The costs of delivery of goods and other services, such as packaging, wrapping with foil, cutting to size, are set individually when submitting an offer or order.
5. The Buyer is obliged to pay for the ordered goods in accordance with the date specified in the invoice. The date of payment is considered by the Seller to be the date of receipt of funds on the Seller's account.
6. In the event of late payment, the Seller reserves the right to charge interest for delay in the statutory amount.
7. In the event of delays in payments for the Goods by the Buyer, the Seller may suspend subsequent deliveries of goods until the overdue receivables are settled, including interest.
8. In the event that the Parties co-operate on a continuous basis and the Buyer permanently fails to meet the payment deadline defined for him, the Seller has the right to shorten the previously defined deadline or require cash payment for the goods.
9. Filing a complaint against the purchased goods by the Buyer does not release him from the obligation to settle payments resulting from invoices within the prescribed period.
10. It is not allowed to assign the rights resulting from the contract concluded with the Buyer or the placed order to third parties without the written consent of the Seller.

### **§ 5 Retention of title to the Goods**

1. The Seller reserves the right to retain ownership over the Goods until the Buyer pays the full price.
2. Upon the initiation of bankruptcy or reorganization proceedings in relation to the Buyer, he is obliged to mark the Goods owned by the Seller in a manner indicating the reservation of the ownership right to the Goods to the Seller.
3. In the event of seizure of the Goods being the property of the Seller in the course of enforcement proceedings against the property of the Buyer, he is obliged to immediately inform the Seller about this fact. At the request of the Seller, the Buyer is

obliged to immediately provide all information about the place of storage of the goods the ownership of which is reserved. The Seller is entitled to collect the Goods with reservation of ownership assigned to him.

4. The Buyer bears the risk of loss or damage to the Goods in the period between their release and the transfer of ownership of the goods to him.

### **§ 6. Completion of delivery**

1. During the completion of delivery, due to the nature of the offered products, the Seller reserves the tolerance of quantitative accuracy in the performance of the order for individual items at the level of:
  - +/- 15% for orders between 1 - 500 kg in one assortment
  - +/- 10% for orders over 500 kg in one assortment
2. The goods are sold by actual weight.
3. The date of delivery of the Goods should be agreed between the parties at the time of preparing the offer or placing the order. Failure to make such arrangements allows for the delivery of goods at a time convenient for the Seller.
4. The delivery dates provided by the Seller are binding in terms of the agreed week of delivery and indicative as to the exact date of delivery. In the event of delays in planned deliveries resulting from reasons both dependent and beyond the control of the Seller, the Seller is obliged to inform the Buyer about the change of the delivery date, provided he is aware of this. The Seller is not responsible for delays in deliveries due to the fact that his supplier failed to meet the deadline.
5. Changing the date of delivery by the Buyer requires the consent of the Seller and should be notified at least one week before the week confirmed by the Seller.
6. In the case of deliveries to the Buyer, the Buyer is to ensure the passage of trucks to the place of unloading, provide equipment and people for unloading and check the quantity of the delivered Goods. The Seller has the right to charge the Buyer with the costs of unjustified stoppage at the Buyer's place of more than 0.5 hour.
7. The Seller reserves the right to change the time and date of delivery if there are circumstances related to traffic restrictions, unfavourable weather conditions, etc. In this situation, the Buyer will not have a reason for complaint.
8. In the event that the method of delivery of the Goods rests with the Buyer, the risk of delivery of the Goods passes to the Buyer from the moment the Goods are handed over by the Seller to the person authorized by the Buyer, to the forwarder or the carrier.

### **§ 7. Packaging**

1. The Seller declares that the Goods sold will be packed and secured for transport in a way that prevents their destruction.
2. The materials used to protect the Goods are the Seller's own expense and are not returnable, except for wooden pallets, wooden boxes, metal containers, big-bag packaging.
3. The Buyer is obliged to immediately return to the Seller the returnable packaging mentioned in item 2, as well as make sure that they are not damaged or destroyed during their storage at the Buyer's site.
4. The Seller will collect all returnable packaging from the Buyer at his own expense, provided that the Buyer reports that he has the packaging to be returned, at a time convenient for the Seller. If the Buyer does not declare the will to return the packages

or the packages delivered to him are damaged, which will eliminate them from further use, or they are completely destroyed, the Seller shall charge the Buyer with the costs of returnable packaging according to the applicable rates.

### **§ 8 Quality of goods and complaints**

1. The Seller declares that the goods offered by him are manufactured in accordance with applicable standards, for which he may submit to the Buyer appropriate copies of attestations and quality certificates, which are added to the delivery free of charge, if the Buyer indicates such a requirement in the order. However, if the Buyer requires a copy of an attestation or a quality certificate after the delivery has been completed and has not indicated it in the order, the Seller shall charge the cost of issuing a copy thereof in accordance with the applicable price list.
2. If the quality of the goods does not satisfy the Buyer, and the goods are made in accordance with the applicable standards, this fact may not constitute the basis for submitting a complaint, unless the Buyer stipulated additional requirements in the order.
3. Any complaints regarding the quantity and quality of the Goods delivered by the Seller shall be made in writing.
4. The Buyer is obliged to check the delivered goods in terms of quantitative compliance with the order as well as for quality compliance with regard to defects not hidden at the time of delivery.
5. Reasonable complaints regarding visible quantitative shortages will only be considered if they are reported to the Seller's representative on the day of receipt.
6. The Buyer is obliged to immediately notify the Seller about the detection of any quality defects of the Goods not later than within 30 days from the date of delivery of the goods. The notification should be made in a way that allows for confirmation that the Seller has received such notification. At the same time, the Buyer is obliged to secure the defective goods in order to allow the Seller to carry out appropriate tests and trials, possibly confirming the actual existence of these defects, until the receipt of written information from the Seller.
7. The Seller is obliged to notify the Buyer about the method of settling the complaint within 14 days from the date of receipt of the notification. This time may be extended if it is required to conduct further research and expertise. Then, the Seller is obliged to present the Buyer with the course of the activities carried out.
8. The Seller's obligation referred to in sec. 8 of this paragraph includes, depending on the choice of the Seller, the obligation to replace the defective Goods with Goods free from defects or to proportionally reduce the price of the Goods being the subject of complaint.
9. The Seller shall refuse to accept the complaint when the Goods have been improperly used or stored by the Buyer.
10. The Seller reserves the right to inspect the Goods being the subject of complaint at the Buyer's premises.

### **§ 9 Cancellation of the order**

1. The Buyer may cancel the already placed order if he notifies the Seller in writing no later than within 3 days from the date of placing the order.
2. The Seller may agree to cancel the order without any consequences for the Buyer, unless the ordered Goods have been individually prepared for the Buyer or the

Goods have been processed in a such a way that they cannot be offered for sale to other customers.

3. Otherwise, the Buyer is obliged to pay the price according with the offer or order confirmation.
4. Sec. 3 also applies in a situation where the resignation from the order placed is notified to the Seller after the expiry of the deadline specified in sec. 1.

#### **§ 10 Contracts for continuous deliveries**

1. In the event of concluding a contract for continuous deliveries of Goods to the Buyer, the Buyer is obliged to define in advance the monthly quantity of Goods to be secured by the Seller. On this basis, the Buyer will be able to demand delivery of the Goods by the Seller.
2. Otherwise, the Seller has the right to determine the monthly quantity of the Goods and make deliveries on this basis.

#### **§ 11. Final provisions**

1. Any disputes shall be settled by the competent common court in Rzeszów.
2. Legal relations with the Buyer shall be governed exclusively by Polish law.
3. In matters not covered by these GTS, the relevant provisions of the Civil Code shall apply.

The document shall enter into force on 20.12.2010.