

GENERAL SALES CONDITIONS

RATNA STAL SP. Z O.O. WITH ITS REGISTERED SEAT IN WROCLAW

1. General provisions

1. General Sales Conditions (“**GSC**”) specify conditions which govern cooperation and contracting obligations with Ratna Stal sp. z o.o. with its seat in Wrocław (KRS 0000893552).
2. For avoidance of any doubt, the terms used in this document will have the following meaning:
 - a. **Seller** – Ratna Stal sp. z o.o. with its seat in Wrocław (KRS no. 0000893552),
 - b. **Buyer** – a third party which buys products offered by the Seller and which/who is a party to a bilateral sales contract.
3. Due to the fact that this document will always constitute an integral part of a contract between the Buyer - the Buyer is obliged to become familiar with the GSC prior to the transaction with Ratna Stal sp. z o.o., and the fact of placing an order will be equivalent to acknowledgment with the GSC. Information that the GSC constitutes an integral part with the contract will be also displayed in the order or order confirmation.
4. This document is superior to any document on general contractual provisions submitted by the Buyer and excludes it from application in relation to a given contract. Any possible amendments to provisions of these GSC are permitted only upon prior written consent of the Seller; any deviations in this regard are not permitted (including any implied activities or actions).

2. Conclusion and performance of a Contract. Delivery terms and conditions.

1. A contract between the Parties may be concluded only after placement of an order by the Buyer with the Seller in response to the Seller's offer. It also concerns a situation when the Buyer places an order without first obtaining a written offer. The Buyer will place an order in writing or by email. An order may be submitted only by a person authorised to contract obligations on behalf of the Buyer. Orders placed by telephone will be confirmed by the Seller by email on the following business day at the latest. The Buyer should, on the day when the Buyer gets the email from the Seller, also confirm the order by email, however, failure to do so will not be treated as telephone order cancellation, and the lapse of such term for confirmation of the order by the Buyer will result in confirmation of the telephone order. Any changes in the order, or order cancellation may not be made without prior written consent of the Seller and must be made in writing (or in a form of an email) otherwise will be null and void.
2. The contract specifies the date and place of delivery of the ordered products. The Buyer is obliged to provide all important information which is necessary for proper order processing by the Seller.
3. Agreed delivery dates are given only for information purposes. The Seller will be able to ensure a timely delivery only if the Seller actually has the ordered products in this possession. Prior to conclusion of the contract, the Seller will inform the Buyer, based on its knowledge, whether given ordered products are available in its warehouses or if they are available in general, on the market. If the Seller encountered obstacles and does not have the ordered products, therefore may not deliver the products within the agreed term, then the Seller will deliver the products immediately within another term given the existing obstacles. If for reasons which are out of control of the Seller, and which concern the ordered products or as a result of force majeure, the Seller may not perform the contract in its entirety or in part, the Buyer will be able to withdraw from the contract however not sooner than within 3 months of the lapse of the term for its performance – in the part which was not performed. Withdrawal from a contract must be made in writing otherwise will be null and void (email form is excluded). In order to effectively withdraw from the contract, the Buyer is obliged to submit a written request with the Seller concerning performance of the contract which sets another minimum two-month period for fulfilment of the obligation.
4. The Buyer is obliged to collect the declared quantity of ordered products specified in the contract. In case of delays in collection by the Buyer, the Seller may charge the Buyer fees for storage.
5. Deliveries are made by an entity contracted by the Seller (courier, freight company) to the place indicated in the order or in the contract by the Buyer, unless the parties agreed otherwise. The Buyer is obliged to ensure proper condition of access roads, and also ensure entry and exit to the transport company in the place of delivery. If there are time or

- zone limitations in truck traffic, the Buyer is obliged to provide a consent for entry of truck vehicles to the restricted place to the Seller. If the Buyer fails to fulfil the above-mentioned obligations, the Seller will not be held accountable for delays in deliveries of ordered products. If the Seller may not deliver ordered products to the Buyer for reasons which are not attributable to the Seller, and which is caused by the conditions mentioned above, the Seller may charge the Buyer with additional transport and unloading or warehouse fees. The delivery term, when the deliveries are made by the Seller, is executed with the accuracy to 5 business days, which the Buyer agrees to, subject to point 4 above.
6. The risk of the delivery of ordered products is transferred onto the Buyer at the time of provision of the products to an authorised person, including a courier, forwarder and/or carrier.
 7. Delivery and unloading costs, as a rule, are charged to the Buyer unless the Parties agreed otherwise. Loading costs of ordered products are covered by the Seller.
 8. The date of delivery is the date of actual delivery of a particular part of ordered products together with delivery documents. Settlements relating to deliveries will be made on the basis of invoices issued by the Seller after each delivery.
 10. Any risk related to the products specified in the purchase contract in terms of its designation and applicability, is exclusively the risk of the Buyer. The Buyer is obliged to know technical parameters of ordered products.

3. Delivery check, complaints and quality documentation.

1. Buyer is obliged to inspect the ordered products thoroughly as to the quantity, conformity with the order, conformity with the technical specification and any damage (defects), at the time of collection.
2. Signing off a goods issue confirmation or confirming acceptance of the goods by the Buyer in any other manner without submitting reservations concerning the delivered goods up to 2 days, is equivalent to confirmation that the delivered goods comply with the contract (order) and that there are no defects. Failure to submit reservations within the indicated term precludes the Buyer from notifying about a defect (submission of a complaint) as to the number and non-conformity of the delivered goods.
3. While executing deliveries, the Seller reserves a quantity accuracy margin in orders of approximately 20% for quantities up to 1000 kg and approximately 10% for quantities from 1000 kg up. The delivered goods may deviate from technical specification by approximately 5%.
4. For avoidance of doubt, the Buyer is responsible for correct specification of ordered goods, in particular for technical data, quality and quantity of products which correspond to the needs and what a given order should include. The Seller supplies the goods in line with the order and will not bear responsibility for any further use of the products by the Buyer. Models and specimen of products offered by the Seller are provided only for reference.
5. If the Buyer requests in its order that the Seller provides copies of certificates concerning the purchased products, the Seller will provide and attach the documents which are issued by the manufacturer. All certificates, approvals, certificates of conformity or any other documents which confirm the quality of the products, their parameters and technical properties are the documents of the manufacturer and cannot be treated as Seller's confirmation of the data included in them, and thus are not an assurance that the ordered goods meet the criteria specified in them. The provided documents are each time only information of the Seller that given products, based on the manufacturer's statement, were manufactured in line with the criteria provided in these documents. The Buyer confirms and accepts that the Seller does not verify technical information specified in the certificates of conformity, certificates and other documents confirming quality. The Seller reserves the right to deliver only a copy of the certificate of conformity.
6. The Buyer acknowledges that preparation and attachment of relevant certificates and certificates of conformity may be chargeable. The Seller reserves the right to deliver necessary certificates and certificates of conformity after the order is executed - within 10 business days of handing over the products. Issue of the documents referred to above may be done by email, in a form of a scan.
7. The Buyer acknowledges and accepts the fact that a guarantee of quality of products given by the manufacturer provided to the Buyer, excludes liability of the Seller in this regard.
8. If the Buyer submits a quality complaint, the Buyer will enable the Seller to verify the claims and will allow for inspection of a given batch of the products. If the circumstances prove that it is necessary to carry out a technical examination to confirm or reject the claims of the Buyer, the Seller will present its position concerning defectiveness of the product after obtaining a relevant expert's opinion. Ungrounded complaint may result in a claim for refund of the inspection costs of the Seller (travel, rental of specialised equipment or certified experts, etc.).
9. Apparent defects which the Buyer could have indicated (identified while exercising due care) at the time of handing over the ordered goods will not be subject to a complaint procedure.
10. The Seller may refuse to accept a complaint if the goods have been used or stored inappropriately by the Buyer or have already been processed. The Buyer is obliged to store the products subject to the complaint procedure in a manner which protects them against any damage or other defects by the time the complaint is resolved.
10. The Buyer confirms that submission of a complaint does not release the Buyer from the obligation to pay the price for the purchased and delivered products.
11. Complaint processing will be done immediately as far as it is practicable from the technical perspective. Any positive resolution of the complaint will be provided to the Buyer after the Seller examines the defective goods or after it obtains an expert's opinion, in writing, otherwise it shall be null and void. If the Seller accepts the complaint, the Seller will, at

its own expense, replace the defective products with new ones which are free from defects within the term agreed between the parties. If such replacement is not possible or it entails additional expenses of the Seller, the Seller may refuse to replace the goods and refund a relevant part of the price to the Buyer.

12. The Seller is exempt from liability for failure to perform or inappropriate performance of the contract, if it is due to shortcomings in products delivered by the manufacturer. In such case, the parties also exclude the liability of the Seller in this regard under a warranty. The liability of the Seller under a warranty is also excluded if the Buyer made repairs of the products without obtaining a written consent of the Seller. In the remaining cases, the rights under a warranty will expire after the lapse of 6 months of handing over of the products, subject to point 13 and 15 above.
13. The Buyer's rights under the warranty will expire if the Buyer failed to inspect the subject of the contract within maximum 5 days of the date of delivery and failed to immediately notify the Seller in writing about the defects, however, not later than within 7 days of delivery of the subject of the contract.
14. If only some of the delivered goods are defective and they may be disconnected from the remaining products which are not defective, the Buyer may cancel this part of the order or withdraw from the contract only in relation to the defective part of the goods. Claims under a warranty and other claims for compensation are limited only to the value of the delivery concerned. The Seller is not responsible, under any title, for any lost profits, indirect damages, costs of examination or costs of halting the manufacturing process.
15. In the event of latent defects, failure to notify the Seller in writing about defects within 5 days of identification of a latent defect, however, not later than 90 days of the date of delivery, will result in expiry of all rights of the Buyer under a warranty.

4. Price and payment.

1. The final price for the goods is determined based on arrangements and agreements as at the date of the contract. The base prices in the Seller's offer are applicable within the term indicated by the Seller (offer validity term). As a principle, the prices specified in the offer and later in the contract do not include transport, insurance, customs and other fees (including freight fees), unless parties agree otherwise.
2. The prices provided by the Seller are net prices which will be increased by a relevant VAT.
3. Any discounts, rebates, etc. need to be agreed individually in writing.
4. If a Seller is to deliver ordered goods to the registered seat or another place indicated by the Buyer, the parties will determine the costs of delivery and other related services during order processing. For avoidance of doubt, other additional costs which are necessary for proper order execution which were unforeseen while placing an order or signing the contract, will be fully covered by the Buyer, unless the parties agree otherwise.
5. If in the period between conclusion of the contract and the date of its performance or the very delivery, the unit prices which are the basis of calculation of the offer price will significantly go up (including, in particular, the prices of raw materials, labour costs, other obligatory fees, taxes, etc.) The Seller will be entitled to change the price proportionally to the increases or to withdraw from the contract.
6. If the price is to be paid in a form of prepayment or the Buyer was to pay the agreed advance payment, then lack of such payment or a delay in payment, will entitle the Seller to withdraw from the contract in its entirety or part without an additional request for payment.
7. After each dispatch of the products to the Buyer, the Seller will issue a relevant VAT invoice. Invoices are issued on the basis of the delivery notes. If the Buyer is late with the payments, the Seller is entitled to calculate relevant interest for the delay applied in commercial transactions.
8. The invoice payment term is counted from the date of issue of an invoice, unless the parties agreed otherwise. Payments are deemed to have been made the moment they are credited in the Seller's bank account.
9. The Buyer may not make payments including any deductions, offsetting any debts payable by the Seller from any due amounts under a contract, without a written consent of the Seller.
10. For orders with prepayments, the Buyer will be obliged to pay for the goods under pro-forma invoices received from the Seller. Orders will be processed after due amounts are credited in the Seller's bank account.
11. If the delivery is executed in parts, each part constitutes a separate transaction, and the Seller may issue separate invoices.
12. The ownership title to the goods which a given payment relates to will be transferred onto the Buyer only after full payment of the price to the Seller in line with the contract (order). If sold products are merged or mixed by the time of payment, the Seller becomes the owner of the whole product, and the Buyer is obliged to store the goods free of charge by the time of payment.
13. If there are delays in payments by the Buyer or other actions of the Buyer are detrimental to the Seller, the Seller reserves the right to suspend deliveries by the time the obstacles hindering order processing are eliminated. The Seller may also request immediate payment of all due amounts by the Buyer, both due and other amounts which do not fall due yet.

5. Miscellaneous provisions, liability of the Parties and its limitation and penalties.

1. The Seller may suspend delivery under a given contract if the Buyer is late with any payment which is due to the Seller. A confirmed order may be executed only after the Buyer pays amounts due to the Seller.
2. If the deliveries are suspended due to reasons referred to above, during the term of the Contract, some of the deliveries were not executed, then consequences of such lack of deliveries will be borne by the Buyer, who will not be entitled to any claims towards the Seller in this regard.
3. The Buyer may not withdraw from the Contract in the part which has been executed which also means the part ordered at the manufacturer which is to be delivered by the Seller.
4. If the Seller is entitled to withdraw from the contract, the Parties agree that the Seller may execute this right within 180 days of occurrence of circumstances which are a ground for withdrawal. The right is not annulled by performance of the contract by the Seller after occurrence of the circumstance which justifies withdrawal from the contract.
5. If (i) the Buyer withdraws an order concerning customised product, (ii) fails to collect the product, (iii) stops performing the contract regardless of the reason, the Seller will be entitled to calculate a contractual penalty in the amount of 100% of gross value of the order. Any prepayments made by the Buyer concerning the order will be counted towards the penalty. The Seller may request a compensation which exceeds the value of contractual penalties.
6. The Seller will be liable towards the Buyer only for damage caused wilfully. The total liability of the Seller towards the Buyer for all damages, claims and other requests which are connected with or which result from the contract (including liability in regress) may not exceed the contractual Price. Regardless of the above, the liability of the Seller will not include lost profits and benefits, or any losses or damages of any type which were incurred for any reason. Liability of the Seller is excluded in the event of force majeure or another circumstance which is outside reasonable control of the Seller, such as strikes, customs restrictions, currency and power restrictions, general goods shortages, extraordinary decision of authorities or lack of or delays in processing of orders by the Seller's suppliers which are caused by any of the events specified in this point.
7. Any assignment of the rights under the contract or order concluded with the Seller is excluded without a written consent of the Seller.
8. In any matters which are not governed by the GSC, relevant provisions of the Polish Civil Code will apply.
9. Any disputes connected with or resulting from the contract concluded between the Seller and the Buyer will be settled by a court in Wrocław.

Wrocław, 2024-03-01