

General Terms and Conditions for Sale Agreements

concluded by

Eurometal S.A., with the registered office at ul.

Mościckiego 8, 37-450 Stalowa Wola

I. General provisions.

§ 1. These General Terms and Conditions for Sale Agreements shall be applied to any and all agreements on sale of goods and provision of services concluded by Eurometal S.A. as the Seller.

§ 2. The following terms used in these General Terms and Conditions for Sale Agreements shall have the meaning as follows:

1. The Seller – Eurometal S.A., with the registered office at ul. Mościckiego 8, 37-450 Stalowa;
2. The Purchaser – entity being the other party of the sale agreement (client)
3. General Terms and Conditions for Sale Agreements – these General Terms and Conditions for Sale Agreements concluded by Eurometal S.A.
4. Goods – aluminium goods
5. Service – any services provided to the Purchaser by the Seller related to the concluded sale agreement.

§ 3. Provisions of these General Terms and Conditions for Sale Agreements may only be amended in writing or else shall be null and void.

§ 4. The Purchaser and the Seller agree that these General Terms and Conditions for Sale Agreements are applicable to any and all agreements for sale of goods and provision of services by Eurometal S.A. as the seller, excluding the application of General Terms and Conditions of Purchase of the Purchaser, unless the Seller will separately agree in writing to purchase conditions.

§ 5. The Purchaser accepts the General Terms and Conditions for Sale Agreements entering into sale agreement or accepting goods, also if he supplemented his order with conditions that are to the contrary with terms and conditions covered by these General Terms and Conditions for Sale Agreements.

II. Conclusion of the sale agreement, Price

§ 6. Offers for sale of the Seller's goods must always be made in writing and submitted to the Purchaser by post, fax, e-mail, or personally.

§ 7. To conclude the sale agreement, the Seller confirms

the acceptance of the of the order sent by the Purchases within the agreed time frame.

§ 8. The agreement shall be deemed concluded only at a written or e-mail confirmation by the Seller of the order acceptance with changes or reservations.

§ 9. Any and all statements between the Parties regarding conclusion or amendment to the sale agreement shall, in order to be valid, be delivered to the other Party by post, fax, e-mail or personally.

§ 10. Any and all arrangements, declarations, promises, warranties, and amendments to the sale agreement made orally by the Seller's employees in relations to conclusion of the sale agreement or placement of offer shall not be binding.

§ 11. If the Seller is not able to execute the agreement in whole or partially due to reasons for which he is not responsible, he shall be entitled to withdraw from whole or part of the agreement within three months of the conclusion date. The Seller shall not be held liable for any possible damage related to the said.

§ 12. Price of goods is defined each time in the offer or in the order acceptance.

§ 13. Prices stipulated by the Seller are always be net prices to which goods and services tax shall be added according to rates in force as for the VAT invoice issuance date.

§ 14. Should the price be stipulated in the currency different than PLN, it is assumed that the price was established in PLN converting it to Polish zloty according to the average currency rate in the bank to which the payment is transferred valid as for the date of actual goods release or day when the goods release deadline agreed by the Parties expires. This provision is not applicable to sale in EUR currency and paid in EUR currency.

§ 15.

1. In the case of unexpected circumstances justifying price increase for the ordered goods following the agreement conclusion, in particular customs fees increase, introduction of additional custom fees, or other public-law charges, the Seller is entitled to unilaterally increase the price for goods to the extend considering the actual increase of price determining factors.

2. The Seller shall have powers referred to in clause 1 also in the case of increase of production costs or costs of goods purchase compared to prices at the conclusion of the agreement.

§ 16. The Seller reserves that at the sale of goods, the weight of the goods shall be defined based on actual weights.

§ 17. The Purchaser undertakes to pay the amounts due for sale of goods and provision of services within time frame indicated on the VAT invoice. Payments shall be considered made when it is credited to the bank account of the Seller.

§ 18. The Purchaser may set-off his liabilities from liabilities of the Seller only under approval of the Seller.

§ 19. The Seller reserves that the title to the goods being sold shall be transferred to the Purchaser only when the whole price is paid to the Seller.

§ 20. The risk of loss or damage to the goods shall be transferred from the Seller to the Purchaser at the loading of the goods in the warehouse of the Seller to the vehicle of the Purchaser or carrier providing transport services to the Purchaser. If the Seller provides transport service to the Purchaser, the risk of loss or damage to the goods shall be transferred from the Seller to the Purchaser at delivery of goods to the place of destination.

§ 21. Loss or damage to goods released to the Purchaser or delivered by the Seller to the place of destination shall not release the Purchaser from his obligation to pay for the sold goods.

III. Release and acceptance of goods, its characteristics

§ 22. The Purchaser undertakes to inspect the goods thoroughly at their acceptance, where the inspection shall cover quantity, compliance with technical specification or/and technical standard defined in the agreement, any possible visible defects, and goods suitability for intended purpose.

1. The Purchaser may not release himself from the obligation referred to in clause 1, or from consequences of failure to fulfill the said obligations by invoking to the adopted practice of trade and deliveries.

2. If the Purchaser modifies goods in any way, the Seller shall be released from liability for incompliance of the accepted goods with the order or acceptance of the order.

§ 23. The Parties agree that cost of goods loading for transport shall be paid by the Seller, and cost of unloading by the Purchaser, regardless of who pays for the costs of transportation.

§ 24. The Seller guarantees to load the goods in a given business day only to the Purchasers who will arrive to the warehouse of the Seller by a vehicle proper for loading with the use of forklift and/or overhead crane and who will arrive to the Customer Service Office on the said day not later than at 3 p.m.

1. Driver of the vehicle shall prepare the vehicle for loading.
2. Transportation company which transports the sold goods shall be responsible for securing the goods during transportation.
3. Loading of the sold goods shall be made according to the list of goods collection or, in reasonable cases, in any different order based on the assessment of work organization in the warehouse conducted by the Shift Manager.

§ 25. The Seller reserves the right to refuse previous

preparation of the goods.

§ 26. The Purchaser or carriers are not allowed to perform any unauthorized works at the site of the Seller related to treatment of the Seller's goods, as well as articles not purchased from the Seller.

§ 27. The Purchaser shall be responsible for proper unloading of the vehicle.

§ 28. The Purchaser accepts the risk of designation and use of the goods purchased from the Seller.

IV. Defects of the goods.

§ 29. The Purchaser is obliged to inform the Seller on defects in the purchased goods, which cannot be found (concealed, hidden defects) regardless of thorough inspection at delivery, immediately after they are found (not later than within three days), however not later than 12 months of delivery of the batch under complaint or not later than prior to modification of goods. Notification on defect of goods and complaint must be made in writing against confirmation of receipt.

§ 30. In the case of complaint, the Purchaser shall be obliged to make the defective goods available to the Seller for their inspection at any request.

§ 31. The Seller may order technical expertise to confirm the defect. In such a case the complaint will be reviewed following receipt of the expertise.

§ 32. The decision on the complaint will be made in writing or else shall be null and void following inspection of the goods subject to the complaint by the Seller based on documents received from the manufacturer or expertise ordered for the materials.

§ 33. If the complaint is approved, the Seller will replace defective goods to goods free of defects at his own expense within time frame agreed with the Purchaser. If the Seller has to bear additional costs regarding the replacement of goods, or should such replacement be impossible due to reasons for which the Seller is not responsible, the Seller may refuse to replace the goods and reimburse the Purchaser the value of defective goods.

§ 34. The Seller shall not be held liable for statutory warranty if:

1. the Purchaser processed goods, modified, changes or subjected them to other processes e.g. painting, anodizing, cutting, etc., improperly stored or carried out repair of goods without previous written consent of the Seller.
2. defects of goods occurred during transport of the Purchaser from the Seller's warehouse to the place of goods acceptance by the Purchaser.
3. Defects of the goods occurred at its unloading or improper storage.
4. The Purchaser did not check properly goods'

suitability for intended purpose prior to their use.

5. Documented results of tests, including weight conducted by the Seller before delivery to Purchaser confirm compatibility of goods with certificate or test result issued by the Seller. Certificates and test results are being issued on basis of sample test and any deviations in a material are acceptable according to the EN standard.

§ 35. Rights resulting from statutory warranty for physical defects shall expire after 12 months commencing on the date of goods release to the Purchaser or the date of delivery of the batch subject to complaint.

§ 36. Filing complaint, pending complaint proceedings or approved complaint do not release the Purchaser from the obligation to pay for the goods released to him which is subject to complaint or for another goods sold to the Purchaser.

§ 37. The amount of complaint of the Purchaser against the Seller arising from defective goods may not exceed total value of goods subject to complaint.

V. Delays in execution of the sale agreement, liability, force majeure

§ 38. If the Purchaser is delayed with payment of the whole or part of the amount due to the released goods or provided service, the Seller may charge the Purchaser with statutory interests for the delay.

§ 39. If the Purchaser is in delay with timely payment of the amounts due for any invoice issued to him previously by the Seller, the Seller may suspend execution of any concluded sales agreements (including release of the goods to the Purchaser) till the overdue payments along with interests are paid.

§ 40. If the Purchaser is in delay with payment of any amount due for more than 30 days, the Seller may withdraw from the sale agreement without granting the additional payment date. The Seller shall not be held liable for any damage related to the said.

§ 41. If the Seller granted the Purchaser the so called trade credit (payment with a deferred payment term) and financial standing of the Purchaser gets worse, the Seller may limit or cancel the credit at any time. Assessment of the financial standing of the Purchaser is subject to the Seller's evaluation.

§ 42. The Seller shall not be held liable for failure to release the goods on time if the delay is caused by suspending the release of the goods by the Seller, referred to in §38 of these General Terms and Conditions for Sale Agreements.

§ 43. Damages for damage incurred by failure to execute or improper execution of the agreement shall be limited to gross value of the ordered goods.

§ 44. Both parties to the agreement are entitled to waive their right to impose liquidated damages.

§ 45. The Seller is entitled to withdraw from the sale agreement within three months of the conclusion date without imposing any penalties on him in the case he is not responsible for the reasons of withdrawal from the sale agreement but they are attributable to his supplier.

§ 46. The Parties shall not be held liable for failure to execute or improper execution of obligations resulting from the agreement caused by force majeure. Force majeure shall be any events, which were not known to the Parties at the conclusion of the agreement, which occurred regardless of the intention of the Parties, and which the Parties could not influence, such as for example war, terrorist attack, fire, flood, epidemics, strikes, orders of authorities, etc. Furthermore, force majeure is also considered by the Seller as events for which he is not responsible, such as damage to the matrix, production equipment, failure to deliver the matrix on time due to, for example, road accident, or lack of deliveries of products or materials or services to the Seller.

§ 47. Delay in execution or improper execution of whole or part of the agreement due to force majeure shall not be considered by the affected party as violation of the provisions of the agreement.

§ 48. Subject to obligatory provisions of law, the parties hereby exclude the liability of the Seller for damage, except for damage caused due to willful misconduct or gross negligence of the Seller.

VI. Confidentiality

§ 49. Any and all information resulting directly from these General Terms and Conditions for Sale Agreements, as well as information obtained by the Purchaser due to execution of the order, in particular any organizational, commercial, and technical information of the Seller, which are not in public domain, will be considered confidential by the Parties and shall not be disclosed to third parties. The said obligation does not regard an event where obligation to reveal information result from valid provisions of law.

§ 50. The Purchaser undertakes in particular to treat as confidential any information regarding trade exchange, prices applied, deductions, products specification, logistics arrangements, technological data, or else the Seller may withdraw from the order due to reasons for which the Purchaser is responsible.

§ 51. The Purchaser declares that he will not use confidential information for purposes different than execution of the order, and that he will ensure protection proper for confidential nature of such information. Obligation to keep information in confidence shall remain valid following order execution, and may be cancelled only under written approval of the Seller or else shall be null and void.

VII. Final provisions.

§ 52. To any and all matters not settled by these General Terms and Conditions for Sale Agreements only provisions of the Polish law shall be applied, in particular Polish Civil Code.

§ 53. In the case any provision of these General Terms and Conditions for Sale Agreements turn to be in contrary with provisions of law, or should it be considered invalid or ineffective under decision of a competent court within the territory of the Republic of Poland, it shall not influence the validity and effectiveness of other provisions. In such a case the Parties agree to amend the provision considering their previous intentions.

§ 54. Declaration of origin and certificates of origin may only be issued by legally authorized entity who shall have the power to represent a company otherwise declaration and certificate of origin shall be null and void.

§ 55. In the case of any dispute, the Parties undertake to make any effort to amicably settle it by negotiations. In the case amicable settlement of dispute is not possible, it shall be settled by the common court with jurisdiction for the Seller's registered office.

§ 56. These General Terms and Conditions for Sale Agreements constitute an integral part of any order acceptance and any sale transaction of Eurometal S.A., and shall prevail over other general terms and conditions, for example of the Purchaser.

§ 57. Polish version of the above General Terms and Conditions is prevailing over the version of these General Terms and Conditions in English.

§ 58. These General Terms and Conditions for Sale Agreements come into force as for 30.06.2016.