

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

### **§1 General provisions.**

1. The subject of these general terms of purchase, hereinafter referred to as GTP, is to establish mutual rights and obligations arising from the conclusion of a contract for the purchase of goods between the Ordering Party and the Supplier.
2. These GTP shall apply to orders placed by Metall-Expres Sp. z o.o. with its registered office in Rzeszów, hereinafter referred to as the "Ordering Party" and refer to all purchases of goods/services and their delivery by the contractor, hereinafter referred to as the "Supplier", delivering goods/services to the Ordering Party.
3. GTP apply to all contracts and orders for the purchase of goods/services with the Supplier, with whom an individual contract for the delivery of goods/services has not been concluded, excluding the application of these GTP.
4. The GTP are available to all Suppliers on the website of Metall-Expres Sp. z o.o. ([www.metall-expres.eu](http://www.metall-expres.eu)). It is assumed that the Supplier, when deciding to submit an offer and start cooperation with the Ordering Party, simultaneously accepts the Ordering Party's GTP in force.
5. If the Supplier does not accept the Ordering Party's GTP, he is obliged to notify the Ordering Party about it before final acceptance of the purchase order. In this case, the Ordering Party has the right to withdraw from placing the order or signing the contract without incurring additional costs. In justified cases, the Supplier may initiate negotiations leading to the determination of individual conditions of purchase.
6. Any changes to these GTP must be made in writing to be valid.

### **§2 Orders.**

1. An order is valid if it is made in writing and includes:
  - a. Name of the goods/services;
  - b. Quantity of goods/services;
  - c. Price of goods/services;
  - d. Full delivery address;
  - e. Delivery time.
2. Acceptance of the purchase order should be confirmed in writing by the Supplier within 3 days from the date of its receipt. A document in paper form, fax or e-mail sent by the Supplier to the Ordering Party is considered to be a written confirmation. Signing the order is tantamount to the acceptance of these GTP. Failure to provide a written confirmation by the Supplier within the above-mentioned deadline will be treated by the Ordering Party as the acceptance of the order as well as all the conditions specified in the order and GTP by the Supplier.
3. Any corrections to the accepted order must be mutually agreed and confirmed in writing in the manner described in item 2.
4. The order number should be quoted on the delivery notification, invoice, delivery note, acceptance report and all other transaction documents.
5. If the order was placed without the final price determination, the Ordering Party reserves the right to negotiate the Supplier's price specified in the order confirmation. The order has no legal effect until the parties agree on the price.

### **§3. Delivery time.**

1. The delivery dates are the dates specified in the order and mean the date of delivery of the goods to the place of delivery indicated in the order. These deadlines must be strictly adhered to.
2. In the event of a threat to keep the delivery date, the Supplier is obliged to provide in writing the expected period of delay and the reasons for its occurrence, no later than 7 working days before the delivery date, unless the delay in delivery is caused by the occurrence of Force Majeure, which includes, *inter alia*, fire, flood, earthquake and other violent and unusual weather phenomena, epidemics, wars, prohibitions and delays due to similar, natural or state reasons.
3. In the event of failure to meet the previously agreed deadlines and failure to send information about the delay in delivery, the Ordering Party has the right to cancel the order. Cancellation of the purchase order by the Ordering Party, due to the fault of the Supplier, results in the consequences set out in §4; item 9 of these GTP.
4. The Ordering Party reserves the right to cancel the entire order or the part of the order not completed within the time limit specified in the order without the obligation to pay any compensation. At the same time, the Ordering Party reserves the right to claim damages from the Supplier for improper performance of the order on the general principles set out in the Civil Code and reimbursement of costs incurred due to the substitute performance of the order.

### **§4. Acceptance and conditions of delivery**

1. All deliveries are carried out according to INCOTERMS 2010. The ordered goods will be delivered by the Supplier to the place indicated by the Ordering Party in the order.
2. The delivery is considered complete when the quantity and assortment of the delivered goods are consistent with the order and the goods are accompanied by the delivery documents containing: order number, specification of the shipped goods, their quantity or weight, delivery address, as well as certificates, copies of certificates or quality certificates and warranty cards.
3. The delivery of the ordered goods is considered to have been completed at the time of a faultless, documented and compliant with the terms of the order acceptance of the delivery item by the Ordering Party at the agreed place.
4. If, after checking the delivery of goods/services, the Ordering Party finds quantitative or qualitative non-compliance with the Stock Issue Confirmation (CI) documents or the terms of the order or the lack of a complete set of required documents, the Ordering Party makes a written note on the CI document and immediately informs the Supplier about the situation in order to determine the further course of the procedure.
5. The Ordering Party reserves the right to reject the delivery if, at the time of acceptance at the place indicated by the Ordering Party, it is not accompanied by a complete set of the required documents or the terms of the order have not been met. The Supplier shall bear the cost of the return of goods.
6. The supplier is responsible for damage resulting from any delay, loss or damage due to improper labelling, packaging or shipping identification.
7. In the event of an early delivery of the subject of the order, the Ordering Party reserves the right to return the goods to the Supplier at the cost and risk (damage during transport) or to charge the Supplier with the appropriate storage costs.
8. If the delivery is not made in accordance with the agreed terms, the Ordering Party has the right to charge contractual penalties for delays in delivery, and the incomplete

delivery is considered untimely delivery until the shortages in the delivery are remedied.

9. The Ordering Party shall set contractual penalties for non-performance or improper performance of the order, in the amount of:
  - a. 15% of the value of the subject of the order - for cancellation of the order by the Ordering Party for reasons attributable to the Supplier or for withdrawal by the Supplier for reasons beyond the Ordering Party's control;
  - b. 0.6% of the order value for each day of delay - for exceeding the delivery date, until the delivery is complete;
  - c. 0.4% of the order value for each day of delay - for delay in removing defects found upon receipt of the subject of the order or during the guarantee and warranty period. The grace period applies from the expiry of the deadline set by the Ordering Party for the removal of defects until the delivery of the subject of the order free from defects.
10. The Ordering Party has the right to deduct the imposed penalties from the remuneration due to the Supplier.
11. If the contractual penalty does not cover the damage suffered, the Ordering Party has the right to claim supplementary compensation under generally applicable rules.
12. In the event of the Supplier's delay in performing the subject of the order or the Supplier's failure to meet the obligation specified in §3; item 2 of GTP, the Ordering Party may - without resigning from the right to charge a contractual penalty and additional compensation - exercise one or more of the following rights:
  - a. demand the fulfilment of the order in whole or in part;
  - b. purchase the goods from another supplier, at the Supplier's expense and risk;
  - c. cancel the order for reasons attributable to the Supplier, without setting an additional deadline, upon written notification to the Supplier.
13. The Supplier is obliged to ensure the compliance of the delivered goods/service with the applicable environmental protection regulations, health and safety regulations and all other legal requirements in force in the territory of the Republic of Poland and the European Union.
14. The Supplier is obliged to inform the Ordering Party about any non-conformities of the delivered goods/services after obtaining such knowledge and about the possibilities of repair, as long as the Supplier has the opportunity to obtain such knowledge without excessive expenditure or expense.

#### **§5. Guarantee and warranty**

1. The Supplier will provide a guarantee for the goods/services delivered to the Ordering Party. The warranty period covers 24 months from the date of sale of goods/services, as stated on the sales document confirming the transaction.
2. In the event of detecting quality defects upon receipt or during the warranty period, the Ordering Party shall immediately inform the Supplier in writing, who, within the time limit set by the Ordering Party, will present the procedure for further proceedings and remove the defects found.

3. The Ordering Party reserves the right to return all defective goods or request their replacement at the Supplier's expense. The Supplier undertakes to replace or repair defective goods at his own expense.
4. The Supplier is obliged to cover all costs documented by the Ordering Party, incurred in connection with the period of waiting for the removal of defects - regardless of the repair procedure.
5. If the Supplier fails to remove the reported defect within the prescribed period, the Ordering Party may remove the defect in place of the Supplier, at his expense, after prior written notification to the Supplier. The above does not affect the rights of the Ordering Party within the contractual penalties, supplementary compensation and withholding payment of the Supplier's invoices, and does not release the Supplier from liability under the guarantee.
6. Regardless of the guarantee rights, the Supplier is liable to the Ordering Party under the warranty in accordance with the provisions of the Civil Code. The warranty period granted by the Supplier is equal to the period of the guarantee period granted by the Supplier.

#### **§6. Terms of payment**

1. All payments will be made by the Ordering Party by bank transfer to the Supplier's bank account indicated on the sales document issued by him.
2. The payment deadline for all purchase transactions is 30 days, unless otherwise agreed during the arrangements and in the purchase order itself. This period shall be counted from the date of delivery of the goods to the place indicated by the Ordering Party, in accordance with the order and accompanied with the set of required delivery documents.
3. Invoices should accompany the delivery or should be sent after the shipment of goods and be delivered no later than 5 working days from the date of shipment.
4. Each invoice should contain, among others:
  - a. Purchase order number and date;
  - b. Name of the goods/services;
  - c. The delivered quantity of goods/services along with the appropriate unit of measure;
  - d. Agreed payment date;
  - e. Supplier's bank account number;

#### **§7. Confidentiality.**

1. Any information arising directly from these GTP, as well as information obtained by the Supplier in connection with the performance of the order, including in particular all organizational, commercial and technical information regarding the Ordering Party and not made available to the public, will be considered confidential by the Parties and as such will not be disclosed to any third parties. This obligation does not apply to situations where the obligation to provide information results from mandatory provisions of law.
2. In particular, the Supplier undertakes to treat as confidential information regarding the volume of trade, prices, discounts, product specifications, logistic agreements, technological data, under pain of the Ordering Party's cancellation of the order for reasons attributable to the Supplier.
3. The Supplier declares that it will not use confidential information for purposes other

than for the performance of the order and that this information will be duly protected - appropriately to its confidential nature. The obligation to keep information secret remains in force after the completion of the order and may be revoked only with the written consent of the Ordering Party, otherwise null and void.

#### **§8. Final provisions**

1. The Supplier shall release the Ordering Party from any liability for possible claims of third parties in connection with the goods, parts and materials delivered under the patent, license or reserved designs. In the event of proceedings being conducted in relation to such claims, the Supplier will provide the direct defence for Ordering Party's at his own expense.
2. Legal relations with the Supplier shall be governed exclusively by Polish law.
3. In matters not covered by these GTP, the relevant provisions of the Civil Code shall apply.
4. If these GTP are used in a foreign language, any ambiguities will be resolved on the basis of the Polish version.
5. Any disputes that may arise from the application of these GTP shall be resolved by the Common Court with territorial jurisdiction over the seat of the Ordering Party.

The document shall enter into force on 28.01.2014.