

## **General Terms and Conditions of Sale at Skraw-Met Sp. z o. o. sp.k.**

### §1 GENERAL PROVISIONS

1. The General Terms and Conditions of Sale (hereinafter referred to as the "OWS") define the principles of cooperation in the area of orders, receipts and deliveries of goods between Skraw-Met Sp. z o. o. sp.k., hereinafter referred to as the "Supplier" and the entity ordering goods from the Supplier, hereinafter referred to as the "Buyer", jointly hereinafter referred to as the "Parties".
2. All deliveries of the Supplier's products are based on the following General Terms and Conditions, and placing an order by the Buyer constitutes acceptance of these General Terms and Conditions.
3. Withdrawal from the following General Terms and Conditions may only occur by written consent of both parties. Any changes and additions to these General Terms and Conditions and contracts concluded by the Buyer and the Supplier must be made in writing under pain of nullity.
4. These OWS constitute an integral part of all sales contracts concluded with the Supplier and are made available to the Buyer on the website [www.skraw-met.pl](http://www.skraw-met.pl)

### §2 PRICES AND CONDITIONS OF THE AGREEMENT

1. The prices indicated in the offer do not include transport costs - Incoterms 2010 - FCA. At the customer's request, prices may include the cost of transport (applies to full-truck transport) on DAP terms to the place agreed between the parties. Changing the place of delivery of packaging by the Buyer or ordering partial deliveries will result in an adjustment of the agreed price and requires e-mail acceptance by both Parties, and in justified cases in paper form.
2. In case of justified doubts regarding the Buyer's payment capacity and solvency, the Supplier is entitled to demand from the Buyer an advance payment for deliveries in the amount of up to 100% of the gross price.

### §3 ORDERS

1. The Supplier sells its products on the basis of an order placed by the Buyer electronically (e-mail), by telephone (written confirmation required) or during a direct written meeting. The supplier may accept the order in whole or in part.

2. The preferred way to place an order is in writing (e-mail). The order should specify the exact name and address of the Buyer, the name and quantity of the ordered goods as well as the place and date of delivery.
3. The person placing an order on behalf of the Buyer is authorized to conclude a contract for the purchase of goods and incur liabilities in connection therewith.
4. The buyer will receive confirmation of the order sent to the e-mail address of the person placing the order. If there is no e-mail confirmation of placing the order within 48 hours, it is assumed that the order has not been accepted for processing.
5. The Supplier is not responsible for errors made by the Buyer in the content of the order and for the suitability of the ordered products for the intended purpose.
6. In the event of payments overdue for more than 30 business days or failure to pay interest on late payments, the Supplier has the right to refuse to accept new orders and to suspend the execution of all orders and deliveries of the Buyer until the Buyer settles all obligations or provides appropriate payment security . In the event of refusal or failure to comply with a request for payment or security, the Supplier may withdraw from the contract within 5 business days, without compensation to the Buyer. Moreover, in such a situation, the Buyer loses the right to all rebates, discounts, bonuses, etc. granted to him, and all obligations of the Buyer become immediately due and payable to the Supplier.
7. If the goods manufactured in accordance with the order are not collected within the specified time, the Supplier has the right to issue an invoice on the EXW basis (goods at the customer's disposal) and demand payment of the invoice under previously specified commercial terms.

#### §4 DELIVERIES

1. The goods are delivered on the basis of the Buyer's order, described in § 3.
2. The Supplier undertakes to make every effort to ensure that delivery takes place within the dates agreed between the Supplier and the Buyer. The delivery date is deemed to have been met if the goods have left the Supplier's warehouse before the agreed delivery date
3. Shipments made by the Supplier may only be made to the Buyer's registered office or branch, unless the parties agree otherwise. If the goods are sent to the Buyer's address via a carrier organized by the Supplier, the benefits and burdens related to the goods and the risk of accidental loss or damage to the goods are transferred to the Buyer when the goods are handed over to the carrier. If, upon receipt of the goods from the carrier, the Buyer discovers a difference between the goods actually delivered and the goods specified in the transport documents or damage to the goods, he must immediately enter his objections in a copy of the carrier's bill of lading or a complaint report signed by the carrier. These activities are aimed at establishing the rules and scope of the carrier's possible liability. Failure by the Buyer to fulfill the above obligations will mean:
  - a) his waiver of his rights under the warranty for physical defects of the goods - in the event of damage to the goods;
  - b) his consent to amend the concluded contract in the part relating to the designation of its subject and price - in the event of differences between the goods delivered or their quantity and those entered in the consignment note or specification.
4. If the Buyer provides an incorrect address and thus the Supplier delivers the goods to the wrong place or returns the goods for reasons beyond the Supplier's control, the Supplier has the right to charge the Buyer for transport costs resulting from the error.

5. The carrier has the right to refuse access to the unloading place if there is a risk of damaging the vehicle or cargo or causing damage. As well as in the case of traffic restrictions for a given type of vehicle at the place of planned unloading.
6. If delivery/transport is organized by the Supplier, the Buyer is obliged to accept the ordered goods on the agreed date and unload them when the vehicle arrives at the destination. § 4 section 7 General Terms and Conditions apply accordingly.
7. If the Buyer does not unload after the arrival of the forwarding vehicle, he shall bear the costs of downtime of the vehicle or storage of the goods. In the event of failure to unload as referred to in this section, the Supplier is entitled to charge a contractual penalty of 0.5% of the order value for each day of downtime. If the value of the costs incurred is higher than the value of the contractual penalty reserved for this occasion, the Supplier will be entitled to claim additional compensation.

#### §5 BUYER'S OWN COLLECTION

1. The buyer has the option of collecting his own ordered goods.
2. The Buyer's willingness to collect the goods himself should always be indicated in the content of the order, and before the planned collection, provide the contact person with the details of the person authorized to collect the goods.
3. The means of transport provided by the Buyer should guarantee the transport of the entire order and should ensure safe loading of the goods. If safe loading is impossible or the technical condition of the means of transport provided raises doubts, the Supplier may refuse to load the goods and will immediately inform the Customer about this fact.
4. The Buyer is responsible for properly securing the loaded goods on the vehicle.
5. If the Buyer collects the goods with his own means of transport, the benefits and burdens related to the goods and the risk of accidental loss or damage to the goods are transferred to the Buyer when the goods are released to the Buyer from the Supplier's warehouse.
6. The buyer is obliged to collect the goods on the agreed date. In the event of a delay in receipt of the goods for more than 7 business days from the date confirming the completion and packaging of the goods, the Supplier will be entitled to charge costs related to the storage of the goods, which amount to PLN 75 net for each pallet, for each commenced day of storage.
7. If the delay in receipt of the goods exceeds 10 business days in relation to the date the goods were placed at the Buyer's disposal or if the Buyer refuses to accept the goods, the Supplier has the right to withdraw from the contract or sell the goods at the Buyer's expense and risk.

#### §6 PAYMENT TERMS

1. The terms and conditions of payment for individual orders are established by persons representing the company on the part of the Supplier and the Buyer.
2. In each case, the payment deadline is specified in calendar days and is counted from the date of invoice issuance.
3. The date of payment by the Buyer is the date of receipt of the amount due to the Supplier's bank account, indicated each time on the VAT invoice.

4. In the event of late payment, the Supplier is entitled, without additional demands, to demand payment of interest in the amount of the maximum interest for delay.
5. In the event of payment delay or justified doubts as to the solvency or creditworthiness of the Buyer, the Supplier has the right to demand advance payments for deliveries not yet made up to 100% of the gross price.
6. The ownership of the goods passes to the Buyer only upon payment of the total price of the ordered goods together with incidental liabilities (interest, costs). The reservation of ownership in favor of the Supplier also remains valid in the event of combining the goods with other items. The Buyer is not entitled to encumber any goods owned by the Supplier with any rights.

#### §7 CONDITIONS FOR STORAGE OF PRODUCTS

1. The product should be stored on pallets and stored in a way that protects it against moisture, getting wet, stained, dirty and damaged.
2. Rooms intended for storage should be covered and dry, with dry and dust-free floors.

#### §8 COMPLAINTS AND SHORTAGES IN DELIVERIES

1. Complaints will be reported by the recipient in writing (with a detailed description of the defect and attached photos) and providing data enabling the identification of a given actuator (i.e. label/pallet card, index, product name, order number, delivery date, etc.).
2. Complaints regarding sold goods will be considered after they are properly documented by the Buyer.
3. Filing a complaint does not entitle the Buyer to withhold payment for the delivered goods or any part thereof.
4. A product (actuator) that was made in accordance with the design and technical delivery conditions approved by the Recipient is not subject to complaint. The Supplier is also not liable for damage caused by improper use or storage of the goods by the Buyer.
5. If any quantitative shortages of the packaging are found, the Recipient should report it immediately after delivery
6. In the event of quality discrepancies, complaints must be reported immediately after they are discovered. The Recipient should prepare a complaint protocol and send it by e-mail to the Supplier.
7. At his own expense, the Supplier will collect the complained goods from the Buyer's premises, and the Buyer is obliged to safely pack the actuators on a pallet.
8. The decision regarding the resolution of the complaint will be made by the Supplier no later than 14 days from the date of delivery of the actuators to the Supplier's headquarters.
9. If the complaint is recognized as justified, the Supplier is obliged to replace or repair the product within 30 business days from the date of acknowledging the complaint or agree with the Buyer on another solution acceptable to both parties.
10. Completion of the complaint in the manner described above excludes the possibility of claiming further compensation and compensation, in particular for lost profits. Any liability of the Supplier is limited to the net value of the defective goods.

#### §9 CONFIDENTIAL INFORMATION

1. If the Supplier provides the Buyer with any documentation, know-how, designs, other information or materials necessary to complete the order, the Buyer may use the knowledge provided only for the purpose of proper execution of the order, e.g. confirmation of the sent construction drawing.
2. The Buyer has no right to disclose or transfer any confidential information to third parties without the consent of the Supplier and undertakes to keep confidential information secret.
3. The obligation of confidentiality referred to above is valid indefinitely. The execution or otherwise termination of the legal relationship between the Parties does not terminate the obligations regarding confidential information.
4. Sharing the documentation provided by the Supplier in any way with third parties not involved in the execution of the order or disclosing confidential information without the written consent of the Supplier will result in the obligation to pay a contractual penalty in the amount of PLN 100,000.00.

#### §10 FINAL PROVISIONS

1. The Supplier and the Buyer will strive to amicably settle any disputes arising in connection with the performance of the subject of the order.
2. In the event of a dispute between the Supplier and the Buyer arising in connection with the General Terms and Conditions and the implementation of the purchase/sale agreement, the court competent to resolve the dispute will be the court having jurisdiction over the Supplier's registered office.
3. Polish law applies to all contracts covered by these General Terms and Conditions, unless expressly agreed otherwise. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods is excluded.
4. Any changes to these general terms and conditions of sale enter into force on the day of their publication on the Supplier's website and apply to orders placed after that date.