

General Terms of Sale

Multistal & Lohmann Sp. z o.o.

Multistal & Lohmann Spółka z ograniczoną odpowiedzialnością based in Poznań, ul. Nad Wierzbakiem 17/1, 60-611 Poznań, Poland.

Register Court: Court of Registration in Poznań – Nowe Miasto & Wilda in Poznań, VIII Commercial Division of the National Court Register

KRS (National Court Register) number: 0000066075

VAT Identification Number: 781-15-90-772

Share capital: 1,099,000.00 PLN

I. Definitions applied in this document:

1. The General Terms of Sale – General Terms of Sale applicable to all sale agreements and service agreements concluded by „MULTISTAL & LOHMANN” Sp. z o.o. with its registered office in Poznań, ul. Nad Wierzbakiem 17/1, Poland.
2. The Seller - „MULTISTAL & LOHMANN” Sp. z o.o. with its registered office in Poznań, ul. Nad Wierzbakiem 17/1.
3. The Buyer – any counterparty of the Seller.
4. The Parties – the Seller and the Buyer jointly.
5. The Goods – products which can be found in the Seller’s product range.
6. The Service – services rendered by the Seller to the Buyers.
7. The Agreement – legal transaction entered into between the Seller and the Buyer, by which the Parties regulated the conditions of cooperation in the field of purchase and supply of the Goods, including definition of, among others, their type, quantity, price, location and delivery date as well as payment date.

II. General provisions

1. The General Terms of Sale constitute an integral part of each Sale of Goods and Services Agreement concluded by the Seller and the Buyer, unless the Parties have expressly agreed in writing to exclude their application under pain of being declared null and void. Provisions

of the General Terms of Sale do not apply to the Agreements within the scope which was regulated otherwise in the Agreement.

2. The Parties exclude application of the Clients' general conditions of concluding agreements.
3. The General Terms of Sale are available at the Seller's registered office, in the Sales Departments of its individual Branches and on the website: www.multistal.pl/en/.

III. Subject of sale; order and agreement execution

1. The subject of sale includes steel products, services and all other materials and goods in accordance with the Seller's scope of operations.
2. For cases of products cut to dimensions, the following tolerances shall be maintained:
 - a. Round and flat bars up to 300 mm in diameter – cutting tolerance -0/ +5 mm
 - b. Round and flat bars over 300 mm in diameter – cutting tolerance -0/ + 10 mm
 - c. Sheets cut to dimensions -0/ + 15 mm
 - d. Plates cut to dimensions -0/ + 15 mm
3. If the Buyer requires a more accurate cut than the aforementioned tolerances – the Seller must confirm the acceptance of the order in writing.
4. The Seller does not ensure suitability of given Goods for a particular application. The risk of use and application of the Goods purchased by the Buyer is incurred only by them. Any possible information provided in this respect by the Seller or his employees is an act of courtesy, and it cannot be treated as a basis for specific application.
5. The Seller ensures that the products comply with the standards in force.
6. All materials offered by the Seller are intended for machining, unless specified otherwise.

IV. Commercial approvals

1. The Seller annexes to the Goods sold a copy of the commercial approval of a manufacturer of the Goods, provided that this copy does not contain data of a manufacturer of the Goods for reasons of the Seller's commercial secrecy.
2. Upon the Buyer's request, the Seller may certify that data indicated in the copy of the commercial approval are compatible with the original.

V. Conclusion of the Agreement

1. The Seller accepts orders placed: in person, by e-mail, fax, post and telephone.
2. An order must specify the type of material, the quantity, the exact dimensions, the size of detail which the Buyer wishes to obtain after processing (the so-called "off the shelf" dimension), the expected delivery date, the terms and conditions of delivery and payment, the forename and surname of the person authorised to place an order, their

address of residence and Identity Card Number/PESEL (Personal Id No)/NIP (Tax Id No), a name of the company, and an address of the company's registered office.

3. The Agreement shall be concluded, if the Order defined in point 2 is placed in a written or electronic form, and it is in accordance with the Seller's scope of operations, and the conditions of delivery and payment have been accepted by the Seller. If any of the conditions are not met, the Agreement shall be concluded when all conditions have been unanimously accepted by the Parties.
4. The minimum contract price is PLN 50.00 net.

VI. Price

1. The sales price is a net price which shall be increased by the VAT due.
2. The price is consistent with the quotation so long as the offer is valid; otherwise, the price determined on the date the invoice is issued shall be binding.
3. All additional costs arising from execution of an order, among others, cutting, packaging, foiling, costs of handling and regulatory liabilities, are incurred by the Buyer, unless the Parties agreed otherwise.
4. The Seller bears the cost of loading the Goods, the Buyer bears the cost of unloading the Goods, regardless of who bears the costs of transport.
5. Any rebates and discounts granted by the Seller must be confirmed in writing in order to be effective. If arrangements concerning a rebate or a discount granted are not conclusive and raise doubts, they are settled in favour of the Seller.
6. In the case of a change in cost factors independent from the Seller within the period between the date of conclusion of the Agreement and the date of its performance, e.g. a sudden price increase by the Seller's suppliers, increase in regulatory liabilities, including customs duties, the Seller is entitled to unilaterally increase the price of sales of the Goods within the range of actual increase resulting from the occurrence of a particular change in cost factors. The Seller's unilateral statement on the increase in the price is effective upon the date of its submission in a written form to the Buyer.

VII. Payment terms

1. The date of payment of receivables on account of sale of the Goods and rendering Services is defined by the Seller on a VAT invoice, unless the Parties agreed the date of payment individually.
2. The payment date is the day on which the cash is credited to the Seller's account.
3. The Buyer may not set off the amount due for the dispatched delivery against the Seller's receivables without the Seller's written consent.
4. In case of the Buyer's failure to comply with the payment date, the Seller may change all currently applicable payment and delivery terms with regard to

subsequent orders, and make them subject to payment for the Goods or the Service in advance.

5. If the Buyer is in default of payment for the Goods or the Service for more than 30 days, the Seller has the right to withdraw from the Agreement.
6. If the goods are sold against an advance payment, the order shall be directed for preparation after the payment.
7. In the case of deterioration of the Buyer's financial situation, the Seller is entitled to withdraw from arrangements for deferred payment for delivered Goods or a service rendered. The Seller is entitled to assess the Buyer's financial situation unilaterally.

VIII. Delivery

1. Goods sold based on their weight shall be weighed with the following accuracy: below 1 tonne – accuracy up to 2 kg, from 1 tonne to 3 tonnes – accuracy up to 5 kg, above 3 tonnes – accuracy up to 10 kg.
2. The Seller may supply a quantity of ordered goods with the tolerance of up to 10%. In such case, the Buyer is obliged to accept the Goods and pay for them in accordance with the quantity specified on the invoice, and on the date indicated therein.
3. The goods cut to dimension shall be invoiced based on their weight before cutting.
4. The Seller reserves the right to an early delivery or delay of up to 7 working days with regard to the time agreed on the contract execution date.
5. Any risk (e.g. of loss of, or damage to goods) is transferred to the Buyer when the goods are handed over to the Buyer, to the carrier or to other person authorized by the Buyer.
6. Delivery takes place at the moment of release of the Goods to the Buyer, the carrier or other person authorized by the Buyer, and in the case of collection of own Goods, also at the moment of placing the Goods at the Buyer's disposal.
7. In the case of receipt of own Goods by the Buyer, the Buyer is the only person responsible for appropriate loading of the Goods from the Seller's warehouse to a car delivered by the Buyer. The Seller may refuse the loading of the Goods, if the car delivered by the Buyer is not suitable for loading the Goods.
8. If the Goods supplied in accordance with the Agreement and the General Terms of Sale are not collected, the Seller may charge the Buyer with the total value of the goods, services, costs of cutting, transportation and warehousing of goods.
9. If the Goods are collected by the Buyer using its own transportation, this should take place within 7 days of the order preparation – in accordance with the Agreement and the General Terms of Sale. Failure to collect the materials within

the agreed term entitles the Seller to charge storage costs of 1.5% of the value of delivery for each day of storage.

10. If the Buyer fails to collect the Goods, the Seller is entitled to charge him with liquidated damages of 0.5% of the value of goods which were not collected for each day of delay, but not more than 100% of the value of the goods, and to seek remedy for damages on general terms.

IX. Retention of title

1. Title to the Goods is transferred from the Seller to the Buyer at the date of payment of all receivables on account of sale of the Goods.
2. In the case of processing of the Goods by the Buyer, whose title has stayed with the Seller, the Seller becomes the only owner of the product resulting from processing of the Goods, without the obligation of reimbursement of the Buyer's expenditures.

X. The Seller's liability and complaints

1. Complaints concerning quantities must be made in writing upon collection of goods by the Buyer – by means of a registered letter or e-mail sent to: marketing@multistal.com.pl, with acknowledgement of receipt.
2. The Buyer shall make the whole quantity of faulty goods in a non-processed form available to the Seller for inspection, and in the presence of the Seller's employee, conduct another measurement and weighing, without charging the Seller with any costs.
3. The Seller shall investigate the complaint within 14 days of receipt of a written notification.
4. Complaints concerning the quality must be sent to the Seller, with acknowledgment of receipt, in written form, by means of a registered letter or email, to: piotr.borszlak@multistal.com.pl, otherwise they shall be null and void.
5. Upon the Seller's demand, the Buyer shall deliver, at its own expense, the faulty goods to the Seller's indicated warehouse, together with all documents related to this transaction, i.e. a copy of the Seller's invoice, a copy of a certificate.
6. In the case of a complaint concerning the quality, the Seller may, at its own expense, ask for an expert appraisal of the faulty goods.
7. If the Seller rejects the complaint, the Buyer shall cover all expenses related to transportation and additional expert appraisals, which the Seller has incurred in connection with the complaint.
8. Claims of the Parties for reimbursement of expenses related to transportation and additional expert appraisals connected with the complaint about goods, must be

presented in writing together with documents which prove incurrence thereof (e.g. invoices, bills, payment receipts).

9. After receiving a complete documentation, the Seller shall direct the matter to be considered by the Producer.
10. The Seller's liability for damages is limited in each case to the value of the material sold.
11. Application of the provisions on warranty contained in Art. 556 and subsequent provisions of the Civil Code is excluded, unless the Buyer is a consumer.
12. The Seller shall be relieved of liability for defects of the Goods, if their cause lies on the manufacturer's side.

XI. Final provisions

1. In case of force majeure (e.g. strikes, floods, fire, explosions, earthquakes, riots), performance of contractual obligations by the Parties shall be suspended for the period of their duration.
2. Polish law shall exclusively apply.
3. Any disputes arising from sales agreements executed between the Seller and the Buyer shall be settled by arbitration, and if no agreement can be reached, before a court competent for the registered office of the Seller, in accordance with Polish law.