

# GENERAL TERMS OF SALE AND DELIVERIES (VERSION DATED 04/2017)

## I. General Terms of Sale and Deliveries

1. These terms of sale and deliveries are binding without exception for all contracts, deliveries and services performed by STAPPERT Polska Sp. z o.o., hereinafter referred to as STAPPERT Polska and the recipients of goods and services, hereinafter referred to as the Buyers and delivered to the Buyer at the latest on the day of submission of the order by the Buyer. If the Buyer remains in permanent relations with STAPPERT Polska, acceptance of the general requirements at the first order is equivalent to the acceptance in the case of following orders, until changes in their content are introduced or the terms are revoked. General Terms of Sale and Deliveries are included on the following website: [stappert.biz/polska](http://stappert.biz/polska).
2. General conditions regulate principles and mode of the procedure when concluding contracts. Adoption of a different mode and principles of conduct is acceptable only in special cases, when STAPPERT Polska obtains a written agreement with a specific Buyer, which modifies provisions of the General Terms.
3. Any and all oral arrangements and assurances of both the employees of STAPPERT Polska and the Buyer will be deemed invalid unless made in writing.
4. If the Buyer has its own terms of deliveries and insist on their use in writing, the Parties shall agree that the Parties bilaterally repeal their terms, rendering the Civil Code binding, in such a case, however, point 7 and 8 of VIII chapter entitled "Defects" shall remain in force.

## II. Prices

1. All prices are understood as prices on the basis of EX-Works according to Incoterms 2000. If not agreed otherwise at the placement of the order, when deliveries are made by STAPPERT Polska, the price is supplemented by freight, cost of packaging and possibly the installation, as well as the costs of preparation, foiling and other services.
2. All prices are supplemented by Value Added Tax according to the currently binding acts.
3. For the determination of the value of the goods, the only measurable data shall be the data contained in documents issued by STAPPERT Polska warehouse.

## III. Quantity

1. Keeping in mind the special character of metallurgical products, STAPPERT Polska reserves the right to quantity tolerance in performance of the order of +/-10%.
2. The Goods are sold quantitatively in sales units (pc., kg, mts). For metallurgical products, for which sale unit is kg, the quantity of the goods is fixed by actual weight, except for single cold-rolled steel sheets, for which theoretical weight is assumed. For full mill's packages of hot-rolled steel sheets and single "quarto" type steel sheets (thick), the actual weight is also assumed.
3. The Buyer shall verify the delivered quantity of goods at acceptance of goods and confirm the delivery on the documents issued by STAPPERT Polska warehouse. Any and all quantitative complaints should be reported at acceptance of the goods under pain of rejection of the complaint.

## IV. Quality

1. Requirements concerning technical and qualitative parameters, attestations and certificates (compliant with current production standards) should be determined by the Buyer in the order.
2. Copies of the metallurgical attestations, certificates, or other additional documents confirming the quality of the goods, are delivered at a fee (according to the up-to-date price lists), together with the delivery of the goods or immediately after the delivery. STAPPERT Polska does not verify the technical data confirmed in the documents of the manufacturers.
3. Any and all technical information contained in advertising materials and brochures on the website are only of information nature and cannot constitute the basis for claims against STAPPERT Polska in the case of discrepancies with the actual condition.

## V. Payment

1. Payment for the goods should take place within the date and on the terms specified on the invoice. Payment deadline is counted from the date of the issuance of the goods.
2. Any and all settlements should be carried out via bank transfers; the date of payment is the date of crediting the account of STAPPERT Polska indicated on the invoice.
3. Regulation of the receivables is accepted by cash, unless the amount and the frequency of settlements prejudice the binding regulations in this matter.
4. Mutual settlements offset is possible only on the terms as specified in Article 498 of the Civil Code.
5. In the event of a delay in payment, STAPPERT Polska has the right to charge the statutory interests.
6. In the event when STAPPERT Polska have doubts regarding the financial status of the Buyer, or the Buyer shall delay payment for the already delivered goods, STAPPERT Polska is entitled to withhold further deliveries of goods, demanding financial guarantee regarding within 3 days, and after this time to terminate the contract.
7. If the debtor becomes insolvent, STAPPERT Polska may request payment regardless of the agreed date.
8. If the Buyer delays payment for the goods for more than 30 days, the Seller may charge the Buyer with the costs of recovery actions undertaken for the purpose of obtaining payment for the delivered goods.
9. STAPPERT Polska reserves the right to settle every payment of the Buyer according to the order of due date of payment.

## VI. Delivery period and dates

1. The commencement of the time limit for the order execution is the acceptance of the order by STAPPERT Polska, confirmed in writing.
2. STAPPERT Polska is not responsible for delays in execution of deliveries in relation to the dates specified in the confirmation of the acceptance of the order, if it is caused by circumstances beyond the control of STAPPERT Polska, caused by force majeure and forces of nature, such as: fire, flood etc., strike, lockout, stoppages at the border or during transport, as well as stoppages and delays caused by the contractor, sudden machines failures, energy shortages or acts of state government. Delivery delay up to 14 days is not treated as a breach of the delivery date.
3. The deadline for delivery is deemed as met, if notification of readiness for acceptance took place at the designated time, and the actual acceptance has not occurred for reasons attributable to the Buyer. STAPPERT Polska reserves the right to issue an invoice for the ordered product left for the disposal of the Buyer in the STAPPERT Polska warehouse.
4. In the event of exceeding the delivery date by 60 days, the Buyer shall have the right to withdraw from the contract, however, without the right to compensation, if the cause of the delay was caused a circumstance beyond the control of STAPPERT Polska.
5. If the service has become impossible to execute as a result of circumstances, which lies outside the responsibility of STAPPERT Polska, the liability expires.
6. In the case when the Buyer demands a qualitative research, it takes place only in the STAPPERT Polska warehouse before the issuance of the goods. In the case when the qualitative research will be questioned, an expert will be appointed, whose remuneration will be borne by the entity whose statements will not be reaffirmed by the expert.
7. STAPPERT Polska reserves the right to ownership of the sold goods until the payment is issued. When accepting the goods STAPPERT Polska may request an appropriate remuneration for the use or damaging of the goods.

## VII. Shipment terms

1. In principle, the goods are sent without packaging and anti-corrosive protection. The cost of shipment of the goods in a basic package and anti-corrosive protection shall be borne by the Buyer.
- 1a. Wooden pallets are returnable packages and will remain the property of the Seller. The Buyer is under the obligation to return them to the Seller directly after unloading of the goods or after prior

notification during the next visit of the driver of STAPPERT Polska or on the Buyer's own directly to the STAPPERT Polska warehouse.

- 1b. The same pallets as the ones, which were used to deliver the goods are subjected to be returned, or other replacement pallet, provided that they meet requirements of STAPPERT Polska, which will be each time decided by the driver or a warehouse worker of STAPPERT Polska, confirming the acceptance of the goods.
- 1c. The Buyer shall receive monthly list with the information on quantities and type of not returned pallets. If the pallets are not returned within the time stated on the list, STAPPERT Polska shall impose a fee in accordance with the up-to-date price list, available on the web site [www.stappert.biz/polska](http://www.stappert.biz/polska), or in sale and logistics departments of STAPPERT Polska.
2. The cost of transportation shall be borne by the Buyer, unless agreed otherwise
3. Selection of a forwarder belongs to the responsibility of STAPPERT Polska, unless agreed otherwise.
4. Pursuant to Article 544 of the Civil Code, issuance of the goods is made upon assignment thereof by STAPPERT Polska to the carrier.
5. In the event of delivering of the goods via a carrier, the Buyer, who observes a loss of or a damage to the goods during transport, shall be obliged to undertake any activities necessary for determination of the carrier's liability.
6. STAPPERT Polska grants to the Buyer any and all explanations relating to the sold goods and issues any and all documents that relate to the sold goods.
7. Any possible insurance costs of the goods during transportation shall be borne by the Buyer.
8. Upon the issuance of the goods, the benefits and the encumbrances related to property, and the hazard of accidental loss or damage of the goods will be transferred to the Buyer.
9. If the Buyer delays the collection of the goods left for the disposal of the Buyer, STAPPERT Polska may charge the Buyer with the costs of storage or terminate the contract.
10. STAPPERT Polska is entitled to perform partial deliveries.
11. The Parties agree that in the case of continuous deliveries STAPPERT Polska must be made aware of the requested quantities and assortments with a breakdown into monthly or weekly sizes.
12. The Buyer may request an increased quantity of the ordered goods, but without STAPPERT Polska being liable for the execution of the increased order, and at prices binding at the moment of the increased order.
13. In the event of cancellation of the order, with a prior approval of STAPPERT Polska and in situations described in part V, points 6, part VI point 7 and part VII point 10, STAPPERT Polska retains the right to charge the Buyer with a handling fee of at least PLN 150 per each ordered item, and with all sustained costs related to return of the goods.

## VIII. Defects

1. The Buyer shall examine the accepted goods within 14 days upon acceptance of delivery for defects and for the compliance with the order, and any hidden defects within 14 days from detection thereof. The Buyer shall report apparent defects at the acceptance of the goods.
2. STAPPERT Polska will not be liable for defects of goods marked as imperfect, as well as for defects, of which the Buyer was aware at the time of concluding the contract.
3. In the case of any justified reservations, the removal of defects, delivery of goods free from defects, or the return of payment made for the defective goods at the discretion of STAPPERT Polska will take place.
4. For the removal of defects (replacement delivery) the Buyer shall leave the delivery in question or a part of the delivery at the disposal of STAPPERT Polska.
5. If STAPPERT Polska, within a customarily adopted timeframe, does not remove a defect or does not perform a replacement delivery, or when the repair or the replacement delivery is not possible, or STAPPERT Polska refuses to provide the above, the Buyer shall have the right to terminate the contract or obtain a reduced purchase price at its own discretion.
6. STAPPERT Polska will not be liable for any consequences of changes and/or repair works undertaken by the Buyer or a third party.
7. Pursuant to Article 558 of the Civil Code, STAPPERT Polska hereby states that excludes liability under implied warranty for defects, and the Buyer expresses consent thereto, making purchases on these conditions.
8. Except for intentional fault, the aggregate liability of STAPPERT Polska towards the Buyer and its Customers under any claims, liabilities, damages, compensations, costs or expenses related to the sale and delivery of goods and services is limited to the amount of remuneration paid to STAPPERT Polska by the Buyer.
9. In the case of disputable matters, the Court in Gliwice is the competent court for its resolution.
10. In the case when one of the points of the terms of this agreement is invalid, the remaining part of the contract remains valid.
11. Assignment of rights resulting from the concluded contract may occur only with approval of STAPPERT Polska.
12. The Buyer consents to its personal data being processed in connection with the implementation of the contract.
13. In any cases not regulated by the General Terms of Sale and Deliveries, the provisions of the Civil Code are binding, and the delivery of the goods is implemented on the EX Works basis according to Incoterms 2000.