

General terms and conditions of sale/delivery by Inostalex Zogłówek spółka komandytowa seated in Bytom 41-902, ul. Powstańców Warszawskich 31, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Katowice Wschód in Katowice, 8th Commercial Division of the National Court Register under no. 0000520117, Tax Id. No. 6452474886 valid from March 14, 2023.

1. General Provisions

1.1. These terms and conditions of sale apply for all and every contract of sale/delivery of goods and other services concluded by Inostalex Zogłówek spółka komandytowa and can be amended in a written form only, otherwise null and void.

1.2. The terms used in these general terms and conditions of sale/delivery shall mean the following:

- Seller – Inostalex Zogłówek spółka komandytowa seated in Bytom 41-902, ul. Powstańców Warszawskich 31, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Katowice Wschód in Katowice, 8th Commercial Division of the National Court Register under no. 0000520117, Tax Id. No. 6452474886;
- Buyer – buyer of goods and/or services from the Seller;
- Parties – Seller and Buyer;
- Goods – goods acquired by way of contract concluded by and between Seller and Buyer;
- Service – service delivered by way of contract concluded by and between Seller and Buyer;
- GTC – general terms and conditions of sale/delivery made by the Seller.

1.3. Neither terms of purchase defined by the Buyer, nor other regulations pertaining to contracts concluded by the Seller shall be applicable to the Seller, and these GTC are in principle the only document that governs the legal relationship between the Parties. Thus, should the Buyer have in place general terms and conditions of sale or delivery of services, these GTC shall apply first, and the use of other documents, including in particular the Buyer's general terms and conditions of sale and delivery of services must be approved by the Seller in writing. Any regulations, additional arrangements different from GTC require written confirmation by the Seller in each and every case. This applies in particular to situations where the Buyer includes in the order any annotations that deviate from the GTC accepted by both Parties. In such a case the Parties exclude possibility of implied (tacid) conclusion of a contract.

1.4. Pursuant to the requirement of Art. 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions Inostalex declares that Inostalex is not a large enterprise within the meaning of Art. 4c and Art. 4 (5) and (6) of the Act of 8 March 8 2013 on counteracting excessive delays in commercial transactions in connection with Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application to Articles 107 and Art. 108 of the Treaty.

1.5. Consequently, any general terms of sale or delivery defined by the Buyer shall be superseded by these General Terms and Conditions of Sale/Delivery. Any settlements and/or additional arrangements different from GTC require written confirmation by the Seller in each and every case. It applies in particular to situation when the Seller includes in order any reference different from GTC accepted by both Parties. In such a case the Parties exclude possibility of implied (silent) conclusion of a contract.

2. Conclusion of a Contract

2.1. Individual contract is concluded in principle by way of replying to the offer submitted by the Seller, in a form of order made by the Buyer. An order submitted by the Buyer is tantamount to acceptance of these GTC. Upon request of the Buyer, the Seller shall confirm acceptance of an order within period determined by the

Parties.

2.2. Each and every offer submitted by the Seller includes information about GTC binding for the Parties in a form of a link referring the Buyer to the Seller's website www.inostalex.pl.

2.3. In the event of any change in the offer or reservations regarding the offer made in the Buyer's order, the contract is concluded when the Seller confirms acceptance of the order in accordance with its new conditions. The Parties exclude possibility of implied (tacit) conclusion of a contract.

2.4. Individual contract can be also concluded without previous offer of the Seller. In such a case written confirmation of the order by the Seller is required for conclusion of a contract. The Parties exclude possibility of implied (tacit) conclusion of a contract.

2.5. Proposals of sale submitted by the Seller (in particular referred to as a "sale offer") do not constitute a binding sale offer within the meaning of the Civil Code but only a proposal to submit an order by the Buyer. Subject to provisions of section 2, point 2.3., the Seller's offer shall be only an estimated offer until the contract is concluded.

2.6. Any oral agreements, representations and warranties made by employees of the Seller in connection with conclusion of a contract of sale/delivery are not binding for the Seller until they are confirmed by the Seller.

2.7. Any declarations (in particular offers, orders, confirmations of orders) made by and between the Parties with the aim of concluding a binding contract should be delivered to the other party in writing, by post, fax or e-mail.

2.8. If the Seller cannot perform the contract in its entirety or part due to reasons not attributable to themselves, in particular due to force majeure (as defined in point 2.9. below) or the reasons attributable to the Goods' manufacturer/provider, the Seller shall be authorized to withdraw from the contract in part or in full within 60 calendar days after such occurrence. As a result of such withdrawal, the contract shall be deemed non-existent. If the Seller withdraws from the contract for the reasons indicated in this point, the Seller shall not bear any liability on this ground, including liability for damages, to the Buyer and the Buyer shall not be entitled to any claims against the Seller.

2.9. In case of unpredictable events beyond influence of any of the Parties which may result in non-performance of the contract in its entirety or part, such events shall be considered as "force majeure". For the purposes of performance of transaction, "force majeure" shall be understood as event that is not attributable to the Parties and cannot be prevented by them despite observance of due diligence, including but not limited to: wars, states of emergency, natural disasters, epidemics, revolutions, strikes, riots, communication breakdowns and process line breakdowns.

3. Price and Terms of Payment

3.1. The price of the Goods/Services sold shall be determined every single time in the offer itself or in order confirmation and can be denominated in PLN or a foreign currency. Prices determined by the Seller are net prices. The price of the Goods or Services will be increased by VAT at the rate applicable on the date of issuing the invoice (proforma invoice) by the Seller.

3.2. If a price is determined in a foreign currency, the Buyer cannot make the payment in PLN unless the Seller agrees for such an option in the offer itself or in order confirmation. In such a case foreign exchange rate shall be calculated in accordance with the sale chart of ING Bank Śląski as of the sale date of the Goods/Services applicable for such foreign currency. The sale date is date of release of the Goods from the Seller's warehouse or release of the Goods to the carrier, also from location other than the Seller's warehouse.

3.3. The Buyer shall pay the price within the period determined by the Seller and the payment is considered to be made when the funds are credited to the Seller's bank account.

3.4. In case of circumstances that justify increase in prices, such as increase in regulatory liabilities, levies, customs duties, reduction in amount of ordered Goods in comparison to the Seller's offer, the Seller is entitled to

increase the price respectively and shall inform the Buyer of such an increase. In such a case the Buyer shall pay the increased price within the period determined in the contract.

3.5. In case of the Buyer's delay in payment of any amount due or its part, the Buyer shall be obliged – with no separate request – to pay the Seller interest for delays in commercial transactions (Journal of Laws of 2013, item 403 as amended, the act on payment deadlines in commercial transactions). In addition, the delay or default of the Buyer in the payment of any part of the amount due under the contract within the agreed period authorizes the Seller to suspend execution of all contracts and deliveries to the Buyer until all the amounts due are paid along with statutory interest for delays in commercial transactions. The Seller shall not bear any liability, including liability for damages, to the Buyer for suspending the performance of contracts and deliveries, and the Buyer shall not be entitled to any claims against the Seller. If the Buyer's delay or default in payment of any part of the amounts due under the contract is at least 30 calendar days after the due date, the Seller may within 60 calendar days withdraw from the contract under which the Buyer is in delay or defaults with the payment. In such a case, the Seller shall not bear any liability on that ground, including liability for damages, to the Buyer, and the Buyer shall not be entitled to any claims against the Seller.

3.6. If circumstances creating a threat of the Buyer failure to make payments to the Seller within agreed period (in particular deterioration of financial condition, risk of insolvency, insolvency) occur after conclusion of a contract, the Seller shall be vested with entitlements resulting from Art. 458 of the Civil Code. It means that the Seller may demand payment of all amounts due resulting from conclusion of contracts with the Buyer. This entitlement also applies to all non-executed deliveries/services. The Seller shall bear no liability for damage arising on such grounds.

3.7. The Buyer's delay in making prepayment/down payment of 7 days calculated from the date of the Buyer's order entitles the Seller to withdraw from the contract in its entirety or part without additional call.

3.8. The Buyer may set off their debt against Seller's debt only upon consent of the Seller.

4. Reservations of Ownership

4.1. The Goods subject to sale based on particular order shall be owned by the Seller until a full payment is made. If the Goods are joined or mixed, the Parties become co-owners of the entirety. Consequently, provisions of Art. 193 § 2 of the Civil Code do not apply.

4.2. The risk of loss or damage to Goods devolves from the Seller to the Buyer at the time of release of the Goods to the Buyer or carrier (or other entity, e.g. freight forwarder), also at location other than the Seller's warehouse, irrespectively of a Party liable for costs of transport. The Seller may insure the Goods as commissioned by the Buyer and at the cost of the Buyer. The Buyer shall unload the Goods by themselves and at their own cost.

4.3. The Buyer is obliged to immediately inform the Seller about the seizure of the Goods by third parties, if the Goods are still the property of the Seller in accordance with point 4.1. above. The Buyer shall cover all costs incurred to remove violations of the rights to the reserved objects or return transport of the Goods, unless such costs are covered by third parties.

4.4. If circumstances creating a threat of the Buyer's failure to make any payments to the Seller within agreed period (in particular deterioration of financial condition) occur after conclusion of a contract, the Seller shall be entitled to immediately take the reserved Goods back from the Buyer. The principle also applies when the Buyer is in delay with payment of the amounts due for more than 30 days from their due date. These provisions do not infringe regulations of the Bankruptcy Law.

5. Terms and Conditions of Collection/Delivery of the Goods

5.1. The Goods can be collected from the supplier's/producer's warehouse or from the Seller's warehouse, upon release of the Goods for collection, that is within the period agreed between the Buyer and the Seller.

5.2. Delivery of the Goods to location determined in the contract by the Buyer shall be made by freight forwarding or carrier selected by the Seller, irrespectively of a Party covering the costs of transport.

5.3. The Buyer shall exercise due diligence in examination of collected/delivered Goods, that is the Buyer shall verify the amount, possibly visible defects, compliance with technical specification as well as parameters and technical properties of the Goods defined in the contract and attached quality documentation, if applicable. Compliance of the said parameters with the contract is confirmed with the Buyer's signature on the Stock Issue Confirmation (CI).

5.4. If the Buyer refuses to deliver or collect the Goods ordered, or fails to perform collection of the ordered Goods within 7 working days due to reasons not attributable exclusively to the Seller, the Seller is entitled to charge the Buyer with warehousing costs amounting to 0.3% of net value of the Goods for each and every day of delay (calculated from collection date agreed by the Parties in the contract/order confirmation). In such a case the Seller is entitled to issue an invoice for the Goods released for collection and not collected within period agreed by the Parties, and to make the amounts due immediately payable.

5.5. When the delay in collection of ordered Goods exceeds 30 days (calculated from collection date agreed by the Parties in the contract/order confirmation), the Seller is also entitled to charge the Buyer with single contractual penalty amounting to 30% of the gross value of ordered and uncollected Goods. In such a case the Seller may also withdraw from the contract, which does not exempt the Buyer from their obligation to pay contractual penalty, as referred to in the previous sentence. If actual damage exceeds the amount of contractual penalty, the Seller is entitled to pursue supplementary compensation.

5.6. When the delay or default in collection of the ordered Goods exceeds 60 days (calculated from collection date agreed by the Parties in the contract/order confirmation), the Seller – after withdrawing from the contract under terms and conditions set out in point 5.5. above – is irrevocably authorized to make a non-tender sale of the ordered and uncollected Goods to cover, among others things, the costs indicated in point 5.4. and 5.5. The sale of those Goods does not restrict the Seller's right to claim damages from the Buyer.

5.7. In case of circumstances described in point 5.4, the Seller is entitled to suspend execution of other Buyer's orders. In such a case, the Seller shall not bear any liability, including liability for damages, to the Buyer for suspending the performance of contracts and deliveries, and the Buyer shall not be entitled to any claims against the Seller.

5.8. If the Buyer's order determines neither minimum, nor maximum amount of the Goods, the amount of ordered Goods may vary by $\pm 10\%$ due to tolerance limit applied by particular producer/supplier of the Goods. In such a case the Buyer shall collect the said amount of the Goods.

5.9. The weight of ordered Goods binding for the Buyer is the weight determined by supplier of the Seller, unless the Parties agree for determination of weight of the Goods based on theoretical weight conversion factor applicable for trade in steel.

5.10. Incoterms 2010 formulas apply and constitute supplementation of these General Terms and Conditions of Sale/Delivery.

6. Liability for Defects of Sold Goods

6.1. The Buyer shall deliver correct and complete documentation evidencing technical conditions of ordered Goods/Services to the Seller before conclusion of a contract. Technical parameters requested by the Buyer are confirmed in the Buyer's order, and in case of discrepancies between the offer for sale and the order, in the Seller's order confirmation. *Incorrect determination of technical parameters by the Buyer exempts the Seller from liability for defects of the Goods as well as resultant damage.*

6.2. Documentation pertaining to quality, parameters and technical properties of the Goods/Services, in particular proper quality certificates, declarations of conformity, research protocols and other documents required by the law is handed over, if possible, at collection/delivery of the Goods/Services or immediately after such

documentation is obtained from producer/supplier of the Goods/services. Handing over of documentation referred to in the first sentence, point 6.2 may be subject to a charge.

6.3. The Buyer is obliged to perform actions referred to in section 5, point 5.3. In case of delivery of the Goods to the Buyer's plant or location specified by the Buyer, the Buyer shall notify the Seller in writing of any quantitative defects within 24 hours from delivery date. In such a case the Buyer shall also include such information in the shipping documents in attendance of a Carrier. Failure to notify the Seller of the fact in a manner described above results in loss of any and all entitlements resulting from quantitative defects. If quantitative defects occur due to reasons attributable to the Seller, the Buyer can demand delivery of missing Goods within the period agreed by the Parties and at the cost of the Seller.

6.4. In case of defects which cannot be discovered despite diligent control of the collected/delivered Goods, performed in line with section 5, point 5.3., the Buyer shall notify the Seller immediately but not later than within 7 days from the day when a defect is discovered and cease possible treatment or processing of the Goods. If the Goods are processed, liability of the Seller for defects shall expire.

6.5. Notification of defective Goods must be drawn up in writing by the Buyer and delivered to the Seller by post, fax or electronic mail with confirmation of receipt. Failure to notify the Seller in a manner defined above shall result in loss of entitlements and claims related to defective Goods, including statutory warranty. The Buyer shall lose all the rights related to physical defects of the Goods which could have been discovered during collection/delivery. Making a complaint does not exempt the Buyer from their obligation to pay for the Goods or part thereof.

6.6. The Buyer shall make defective Goods available to the Seller or their authorized representatives to perform visual inspection and examination upon each and every call of the Seller. Lack of consent for making defective Goods available to the Seller shall result in loss of entitlements related to defective Goods, including statutory warranty.

6.7. Any liability of the Seller for sale of the Goods defined as second quality shall be excluded. In such a case liability of the Seller based on guarantee and statutory warranty shall be also excluded.

6.8. The Seller shall reply to the Buyer's complaint in writing within 14 days from the date of complaint. If a reply requires technical expertise, repair of the Goods and/or arrangements with supplier/producer of the Goods, consideration of a complaint may last longer and the Seller shall notify the Buyer of such extension of time in writing.

6.9. If a complaint is admitted, the Seller may correct the defect or replace the Goods with defectless goods at their own discretion, within the period agreed by the Parties. Should replacement of the Goods be impossible or would result in excessive costs for the Seller, the Seller is entitled to refuse to replace the Goods and shall refund appropriate price to the Buyer. If the Buyer decides to accept the Goods in line with their requirements despite discovery of defects, that is the defects shall be deemed by the Buyer negligible, the Buyer shall be entitled only to demand reduction of the price.

6.10. In case of correction of a defect or replacement of the Goods the Buyer shall lose their entitlements to demand further compensation and/or indemnity.

6.11. The Seller shall bear no liability for non-performance or undue performance of a contract when the defective Goods result from non-performance or undue performance of a contract by the manufacturer of the Goods. In such a case liability of the Seller based on statutory warranty is also excluded.

6.12. The Seller shall be also exempt from liability for defective Goods, if the defects result from improper use or storage, changes/repairs of the Goods made without consent of the Seller and technological errors or design errors of third parties related to improper use and/or application of the Goods. The risk of application and use of proper material burdens the Buyer.

6.13. The Seller shall be only liable for damage incurred to the Buyer due to unintentional non-performance or undue performance of a contract. In such a case the Buyer can demand redress of resultant damage but such



demand shall be limited to net price of the contracted Goods. In no event the Seller shall bear liability for the profits lost by the Buyer.

6.14. In any case the Seller's liability under the statutory warranty for defects of the Goods shall be limited only to 6 months from the date the Goods are delivered to the Buyer. This provision modifies and shortens the statutory warranty period and is without prejudice to other provisions of these GTC that completely exclude the Seller's liability under the statutory warranty.

7. Jurisdiction of the Court, Choice of Law, Final Provisions.

7.1. Nullity of any provisions herein does not result in nullity of the remaining provisions.

7.2. No assignment of rights resulting from a contract concluded with the Seller shall be allowed with regard to third parties without written consent of the Seller.

7.3. Any debt recovery costs incurred in fact by the Seller and resulting from debt recovery performed by the Seller or third parties against the Buyer shall be absolutely transferred to the Buyer.

7.3. The court competent for settlement of disputes which may arise in relation to concluded contracts shall be a common court of law competent for the seat of the Seller.

7.4. The law applicable for settlement of disputes which may arise in relation to any legal relationships between the Seller and the Buyer are the provisions of the Polish law with exclusion of the provisions of the United Nations Convention of Contracts for the International Sale of Goods of 11th April 1980 and the United Nations Convention on the Limitation Period in the International Sale of Goods of 14th June 1974.

Adam Zogrowek
Komplementariusz
Inostalex
Zogrowek spółka komandytowa

