

The General Terms of Sale of Metal Process Sp. z o.o.

§1. General Provisions

1. The General Terms of Sale (hereinafter referred to "GTS") specify the rules of concluding sales contracts for goods offered by Metal Process Sp. z o.o. seated in Rzeszow, ul. Magazynowa 1, entered to the National Court Register, entry no. 0000282744, NIP no.: 813-34-99-681, REGON no.: 180225831, share capital of PLN 1,850,000 (hereinafter referred to as "Metal Process" and/or the "Seller").

2. GTS constitute an integral part of offer of Metal Process Sp. z o.o. and at the moment of placing it by the Purchaser pursuant to an order they also become an integral part of a sales contract concluded pursuant to it and are binding for the whole term of the contract.

The Purchaser, or the person authorized in writing to act on their behalf when placing an order, confirms that they know and accept GTS.

The fulfilment of the above is the necessary condition of the commercial cooperation. Regardless of the above, the Purchaser's accepting the supply of goods constitutes the unconditional acceptance of these GTS.

3. GTS shall apply to the supplies of goods completed by the Seller as well as to the services rendered by the Seller.

Each deviation from the application of these GTS shall be made in writing, otherwise null and void.

4. If the Purchaser does not accept the above General Terms of Sale and Orders, Metal Process may withhold the issuance and delivery of goods till they have been accepted. Having determined a suitable date for the acceptance and after its ineffective expiry, the Seller may withdraw from the contract.

5. In the case when the Purchaser sent their own General Terms of Purchase/Order, the General Terms of Sale and Delivery of Metal Process shall prevail.

6. Apart from the provisions contained in the GTS, the Seller allows for the possibility to conclude individual contracts and reserves the right to accept partial orders and to reject them for convenience.

7. GTS are made available to purchasers in writing in the registered office of Metal Process and on the Internet website www.metalprocess.pl. If a purchaser remains in permanent commercial relations with the Metal Process company, their accepting the GTS in connection with one sales contract shall be deemed as the acceptance of the GTS in connection with consecutive sales contracts concluded by them with Metal Process, unless it has been specified otherwise.

8. The definitions used in the General Terms of Sales and Delivery of Metal Process are as follows:

a) GTS – the General Terms of Sale of Metal Process.

b) Order – the offer for the purchase of products/goods made by the Purchaser in writing. It may be delivered by letter, courier, fax or e-mail, but it must contain at least: the technical and technological data of a product, amount, the Purchaser's data necessary to issue a VAT invoice as well as the data about the company, contact data, the way, date and place of collecting the ordered products, the type of unloading.

c) Order confirmation – the Seller's written statement about order acceptance, submitted to the Purchaser within: 2 business days.

d) the Seller – Metal Process sp. z o.o. with the registered office in Rzeszow, ul. Magazynowa 1.

e) the Purchaser – each legal entity, individual, as well as an organizational entity without corporate status that sent to the Seller the order for the goods and/or services from the Seller's offer.

f) Products/goods – mean any products, items, equipment, goods and other things offered by the Seller.

§2. Conclusion of contracts

1. A sales contract is concluded pursuant to a written order submitted in writing to the Metal Process company by the Purchaser as well as order confirmation issued by Metal Process. The additional condition for the conclusion of the contract is: the payment of an advance payment or a deposit

depending on the settlement of the Parties. The Seller reserves the right to withhold working on an order until the advance has been paid by the Purchaser.

2. Submitting an order by the Purchaser shall not be binding on the Seller and their lack of reply shall not mean the silent acceptance of the order.

3. The Seller reserves that the terms and conditions contained in order confirmation are binding for the Parties, mainly the terms applying to: the type of ordered goods, its properties, prices, dates of delivery, special requirements.

4. The Purchaser may within 2 business days from submitting an order cancel it. Order cancellation by the Purchaser shall be made in writing, otherwise null and void.

5. All technical information concerning the goods, steel grades, dimensions, conversion factors, measurements, dimension tolerances and quality, resulting from catalogues, brochures and other advertising materials presented by the Seller is approximate data and is binding only in the scope in which it is accepted by both Parties.

6. The Purchaser is obliged to know the technical parameters of ordered goods. The Seller shall deliver the goods in accordance with the Seller's order and shall not be responsible for its further use.

7. The Purchaser shall provide all the technical parameters and other information in the order which is necessary for the proper fulfilment of their order. No such information, incomplete information and/or the change of data/requirements after submitting an order without previously informing the Seller about such a change in writing shall not release the Seller from the responsibility for the ordered goods.

§3. Prices

1. The prices specified in offers are binding in the period provided in the offer. If the period was not given, the prices shall be binding in the period up to 10 business days from the day of preparing the offer.

2. Only the prices given on the Seller's order confirmation shall be binding.

3. The prices for the goods offered by the Seller do not contain the VAT tax, unless it has been expressly indicated otherwise.

4. The cost of delivery to the Purchaser as well as other additional services shall be determined individually when submitting an order. No such settlements shall mean that the collection of goods shall take place in the Seller's registered office (EXW in accordance with Incoterms 2000).

5. All other substandard costs which could result during the fulfilment of the order shall be borne by the Purchaser, unless the Parties have agreed otherwise.

6. Discounts, rebates, price reductions shall be given only in writing in the form of a note on the invoice or corrective invoice.

7. Prices for the goods are contractual prices. The Seller reserves the right to change the prices in the event of the change of exchange rates, the increase of prices of raw materials and energy conditions, the changes of legal regulations as well as other changes of prices which are beyond the Seller's control.

8. Until the full payment of the price, the goods shall remain the property of the Seller.

9. At the moment of instigating insolvency or composition proceedings in relation to the Purchaser, they shall mark the goods in a way indicating the legal reservation of ownership for Metal Process. In the event of the seizure of goods constituting the property of Metal Process in the course of enforcement proceedings in relation to the Purchaser's property, they shall immediately notify Metal Process about that and shall participate in the enforcement of its rights in relation to the seizing entity with the use of any available measures. At the request of Metal Process, the Purchaser shall provide any information about the place of storing the goods which are included in the reservation of ownership. Metal Process shall be authorized to collect the goods, if its title to them would be threatened by others' actions.

§4. Payment terms and conditions

1. Invoices issued by the Seller shall be paid within the deadline indicated on an invoice counting from the date of issue. The date of crediting the amounts due on the bank account of Metal Process indicated on the invoice or on some other account indicated by Metal Process shall be deemed as the date of payment.
2. Without the Seller's written consent, the Purchaser cannot make any deductions from the amounts due that are to be paid by them for the goods, particularly from debit notes or other costs borne in connection with complains or late deliveries. In the event of unjustified deduction, the Purchaser shall reimburse the groundlessly withheld amounts within 2 days from the request received from the Seller.
3. In the event of the delay in payment, the Seller shall have the right to calculate – provided no higher costs will be created on their part – the default interest in the statutory amount starting from the day on which the payment date specified on the invoice expired.
4. In the event of the delay in payment on the part of the Purchaser, or any other actions on their part to the detriment of the Seller, the Seller reserves the right to withhold order fulfilment until the appearing obstacle hindering the fulfilment of the agreed service has been removed.
5. In the event of ordering goods and then failing to collect them, withdrawing from the order or any other form of ceasing to fulfil the contract, the Seller shall have the right to calculate liquidated damages in the amount of 50% of the value of unfulfilled order.
6. In the event of withdrawing an order for the supply of goods at an individual order of a customer, the liquidated damages shall amount to 100% of the value of goods. Any prepayments/advance payments made by the Purchaser applying to that order shall be counted as the liquidated damages.
7. The Seller shall have the right to demand compensation exceeding the value of liquidated damages.

§ 5. Quality

1. The Purchaser shall be responsible for ensuring that the technical data, quality and number of goods specified in their order or contract corresponded to their needs.
2. If an order does not specify the conformity of a product with a norm or does not contain the description of the requested quality of the product, the ordered goods shall be delivered as ordinary commercial goods, without the responsibility for any special quality requirements.
3. Relevant attestations, certificates, declarations of conformity or other documents confirming the quality of goods shall be attached to the delivered goods, if such a requirement will be included in the order or the contract. The Seller shall be responsible for ensuring that the attached documents applied to the actually delivered goods.

§ 6. Delivery, Delivery date

1. Due to the nature of the production of Metal Process (production according to individual orders) and the necessity to plan the production connected with that, including the consideration of its scale and the degree of complexity, the dates provided in orders by Metal Process are informative only and are not binding for the Seller. The order fulfilment date is agreed individually with the Purchaser.
2. A delivery date will be extended by the time of duration of an obstacle which appeared due to the circumstances which are beyond the control of the Parties, for example late supply by the Seller's suppliers, acts of God, unpredictable disruptions of the Seller's work, e.g. blackouts, transport and customs delays, transport damages, including road blockades, time limitations in truck road transport, power shortages, material and raw material shortages, etc. Regardless of the above, order completion dates agreed by the Parties may be changed without any consequences (including financial) for the Seller, in particular in the following cases: in connection with the change of the scope of work, late settlement of amounts due, temporary withholding the work due to the Purchaser's fault, due to other reasons which lie with the Purchaser. In such a situation the Parties will agree on a new order fulfilment date.
3. The Purchaser shall collect the goods within the time indicated by the Seller notifying them about their readiness to collect the goods. In the event of the delay in the collection of goods on the part of

the Purchaser by more than 5 days in relation to the date determined by the Seller for collection, the Seller may conduct the collection unilaterally, and the report signed during such a collection shall constitute the basis for issuing the VAT invoice and for demanding payment for the order. Additionally, if the Purchaser does not collect the ordered goods on time, the Seller may charge them for storing costs, with the reservation of other rights to which the Seller is entitled.

4. In the event when the Purchaser decides to have the goods delivered with the Seller's means of transport or the transport of the entity authorized by the Seller, the following mutual settlements shall be binding:

- The Purchaser shall ensure all the necessary measures enabling efficient unloading of the vehicle.
- The Seller reserves the right to change the date and time of delivery if there appears any inconvenience which is beyond the Seller's control, e.g. the limitations of road traffic, adverse atmospheric conditions, road blockades, etc. In case of occurrence of the above circumstances, the Purchaser shall not report any complaints connected with late delivery.
- The Purchaser represents that access roads to the place of unloading enable entry and exit of the delivery vehicle.

The Purchaser shall have the obligation to inform about any possible impediments in writing at the moment of order submission, simultaneously accepting the potential delays in delivery connected with that.

- Supply fulfilment date based on the Seller's transport shall be fulfilled to an accuracy of one 1 to which the Purchaser consents.

5. Metal Process shall not be responsible for any damage which could appear during unloading the goods at the Purchaser's.

6. Metal Process shall spare no efforts to pack the goods properly.

7. The cost of disposable pallets is included in the price of goods. In the event of substandard packaging, Metal Process may add its value to the price of the subject of the contract.

8. The Purchaser shall have the obligation to remove protective foil or some other packaging and clean the external and internal surface of the goods.

9. Any risks connected with the loss or damage of goods shall be transferred onto the Purchaser at the moment of handing them over to the person authorized to collect them, including a freight forwarder or carrier.

§ 7. Complaints

1. Any complaints shall be reported immediately to the Seller in writing. A complaint may pertain to the lack of properties specified in order confirmation.

2. The Purchaser shall examine the delivered goods in terms of quality and quantity in the scope of obvious defects, immediately after acceptance, however not later than on the day of giving out the goods.

3. Should the Purchaser, having examined the goods, find there are any incompatibilities with the goods issuance document and/or the contract/order confirmation, they should notify the Seller about that in writing in order to agree on the further course of conduct.

4. Qualitative complaints in the scope of latent defects can be reported by the Purchaser within 2 days from the date of finding a defect, however not later than within the deadline determined individually for given goods/devices and included in the contract or order confirmation. The Purchaser should attach samples or pictures of the goods complained about (reflecting the nature of the complaint) to the complaint document. In order to meet the deadlines, the notification about the defects of goods should be sent before the expiry of the deadline via registered letter, fax or electronically.

5. The complaint not lodged within the deadlines specified above results in the Purchaser's losing the right to complain.

6. The Purchaser shall deliver the goods complained about to the Seller's registered office at their own risk and expense. The Seller shall reimburse the above costs to the Purchaser, only provided the

complaint is found justified. Should the complaint be found unjustified, the Purchaser shall bear all the costs of return transport as well as any additional costs incurred by the Seller.

7. The goods complained about should be delivered in the original packaging and secured against damage during transport. Each processing/alteration of the goods made by the Purchaser shall transfer the responsibility from the Seller.

8. In justified cases the Seller may send their representative to the registered office of the Purchaser or the place of the actual storing of the goods complained about in order to assess the legitimacy of the complaint. Each time the necessity of such a procedure shall be agreed with the Purchaser. Any substantiated costs of procedure shall be borne by the Seller, however should the complaint prove to be groundless, the Seller will charge the Purchaser for them.

9. The Seller shall consider the complaint within not more than 14 days from the moment of reporting the claim. When considering the complaint, its legitimacy is evaluated with the consideration of the binding technical norms and the professional good practices.

10. In the event the complaint is accepted, the Seller may, at their own discretion, either remove the defect or exchange the goods for new ones, free from defects or agree the proportional discount of the price. Settling the complaint in the above mentioned way excludes the possibility to seek further compensation.

11. If the goods complained about were not sent back to the Seller, the Purchaser shall, until the final consideration of the complaint, store it in a proper way, preventing its possible damage or appearance of defects.

12. The Seller's responsibility for the losses which appeared as a result of defects in the case of exercising the warranty rights is hereby excluded pursuant to art. 558 of the Civil Code. Neither the Seller shall be responsible for any losses caused by products manufactured by the Purchaser from the goods supplied by the Seller. The Seller shall not be responsible in relation to the Purchaser, as well as to third parties, for production losses, lost profits, the loss of use, the loss of contracts or for any other consequential or indirect loss of any kind.

13. The Seller shall not be responsible for the goods used in the way which is at variance with its purpose and the technical properties, which were damaged as a result of manufacturing and design errors of third parties as well as due to the failure to observe the recommendations and instructions of the construction engineer.

14. The condition to accept the return of goods which were questioned by the Purchaser and accepted by the Seller is their undamaged condition, the goods must not be processed in production processes by the Purchaser and must be identifiable as to the parameters contained in attestations.

15. Any qualitative and/or quantitative complaints of goods shall not authorize the Purchaser to withhold payments for the fulfilled delivery as well as to make any deductions from the amounts due which are to be paid by the Purchaser for the goods.

16. The Seller shall have the right to withhold in relation to the Purchaser to execute their claims resulting from the complaint until the Purchaser has settled all overdue amounts due to them.

§ 8. Other provisions

1. Legal relations with the Purchaser shall be governed by the Polish law only. Rzeszow shall be the place of fulfilment of any obligations resulting herefrom.

2. Any disputes which might appear, directly or indirectly, out of or in connection with these terms and conditions shall be settled by the competent court having jurisdiction over the Seller's registered office.

3. No rights resulting from a contract concluded with the Seller or the placed order shall be assigned onto third parties without the prior written consent of the Seller.

4. Should any provision of these GTS be or become legally ineffective, the remaining provisions and orders fulfilled pursuant to them shall remain in effect. The Parties will agree on an effective provision replacing the ineffective one, and the new provision will reflect its sense and intention as close as possible.

5. Accepting these GTS, the Purchaser consents to having their personal data processed by the Seller for the purposes of order completion, as well as for marketing purposes connected with the Seller's activities.
6. For any matters not provided for herein, the relevant provisions of the Civil Code as well as the act on payment dates in commercial transactions (Dz. U. [Journal of Laws] no. 139, item 1323) shall respectively apply.
7. Intellectual property rights, including proprietary copyrights and industrial property rights, to the results of the Seller's work shall constitute the sole property of Metal Process.
8. Both Parties to a contract shall observe the confidentiality obligation in the scope of notices, information, documents, drafts, models and prototypes received from the other Party pursuant to a contract.