

**GENERAL CONDITIONS OF ORDER****1. GENERAL PROVISIONS**

- 1.1 General Conditions of Order**, hereinafter referred to as the Conditions, set out general principles on the basis of which Huta Stalowa Wola S.A. (HSW S.A.), hereinafter referred to as the Customer, makes the purchase of goods or services specified in the Order.
- 1.2** These conditions exclude the Supplier's General Conditions of Sale.
- 1.3** The Conditions may be changed, amended or some of them may be excluded from application by the Customer in the Orders he sends to the Supplier or appendices to the Orders, or in the agreement concluded with the Supplier, referred to as the Specific Conditions of Order, hereinafter referred to as the Specific Conditions.
- 1.4** The Specific Conditions shall be binding only and exclusively for a specific Order and in no case may be treated by the Supplier as made in respect of any subsequent Orders placed by the Customer.
- 1.5** Any derogation from application of the General Conditions of Order may take place only upon a written consent of the Customer.

**2. ORDER CONFIRMATION**

- 2.1** Within 5 working days of receipt of the Order, the Supplier shall confirm in writing, by fax or by email, its acceptance for execution, however, if there are amendments suggested by the Supplier and negotiated in a written agreement mentioned in section 1.5, the 5-day period should be counted from the day of conclusion of the written agreement.
- 2.2** Order Confirmation shall mean acceptance of these Conditions.
- 2.3** If the Supplier starts to execute the Order, this shall mean acceptance of the Order in accordance with the Conditions it includes.
- 2.4** The absence of a confirmation within 5 business days shall mean acceptance of the Order in accordance with the Conditions it includes.

**3. CHECKING THE SUPPLIER PROCESS**

The Customer reserves the possibility to carry out the audit of the process in the scope of the order in execution. The Supplier shall allow the auditors to carry out the audit, present the documentation and the degree of progress of the work in the production process. Such an audit shall not release the Supplier from liability in any way.

**4. TERMS OF DELIVERY**

- 4.1** The ordered goods and/or services must be delivered in the manner consistent with the Conditions of Order specified in the order or the Appendices.
- 4.2** The delivered goods and/or services covered by the Order shall meet the quality requirements specified in technical documentation for the given goods and in the relevant standards, laws and additional requirements indicated in the Order.
- 4.3** The appropriate place of delivery is Huta Stalowa Wola S.A. ul. Kasprzyckiego 8, 37-450 Stalowa Wola or the address of HSW Warehouse indicated in the Order.
- 4.4** The date of delivery shall be considered to be met if the goods and/or services are delivered along with the documents indicated in the specifications of the Order or other documents, as stipulated in the provisions of law, and the confirmation of receipt of the goods and/or services by the person authorised to their receipt on the part of the Customer.
- 4.5** In the event of a failure to meet the deadlines set for the delivery or a delivery inconsistent with the order, the Customer shall have the right to withdraw from the Order. The contractual right to withdraw from the Order may be exercised by the Customer within 14 days from the date of occurrence of the circumstances which justify withdrawal from the Agreement.
- 4.6** The Supplier shall be obliged to secure the goods properly for transport and storage, until the goods are received by the Customer, the confirmation of which shall be the delivery document.
- 4.7** The delivery documentation, collective packages and goods should include the numbering and marking of the Customer indicated in the Order.

**5. LIABILITY OF THE SUPPLIER**

- 5.1** The Supplier (service provider) shall be liable for the verification of the technical condition of the material provided by the Customer for the performance of the service with it, and the verification of compliance with the documentation.
- 5.2** The material provided to the Supplier for the performance of the service shall remain the property of the Customer.
- 5.3** Upon receipt, the Supplier shall bear the full legal liability for the material provided by the Customer.

**6. RECEIPT/ACCEPTANCE**

- 6.1** Acceptance of the goods and/or services shall take place at the premises of the Customer between 07:00 a.m. and 01:30 p.m. on business days.
- 6.2** The Customer shall be notified in writing about every delivery by fax or email, with the indication of date, at least 2 days before the scheduled date of delivery.
- 6.3** The Supplier shall be obliged to pack the product in such a way as to protect it during transport. For goods with a considerable weight, size or quantity, the packaging should allow the unloading with the forklift truck.
- 6.4** All goods shall be marked and have bar codes to allow their identification with scanners. Collective packages should have a collective label.
- 6.5** Along with the subject of the Order, the Supplier shall be obliged to deliver to the Customer the required documents confirming the quantity, quality and conformity, and in particular quality control certificates, attestations, measurement cards, safety data sheets and other required documents indicated in the Order specification or arising from the provisions of law.
- 6.6** The representative of the Customer shall check the delivery at the time of its receipt, in particular to check it for any damage to the subject of delivery suffered during transport, and for consistency of the delivery with the documentation accompanying the Order.
- 6.7** In the event of an incomplete or inconsistent delivery, the Customer shall have the right to refuse its receipt or receive it conditionally and make a protocol of inconsistencies; the Customer shall immediately inform the Supplier about the refusal to receive the delivery, giving reasons for such a refusal.

**7. WARRANTY**

The Supplier shall provide a warranty for the delivered goods or services for the period of 48 months from the date of the Customer's receipt of the subject of the delivery, along with the documents referred to in point 6.5.

**8. PROCEDURE FOR COMPLAINTS**

- 8.1** The quality defects or quantity deficiencies found shall be reported by the Customer to the Supplier immediately, however, not later than within 14 days of the date of receipt of the delivery.

- 8.2 If the deficiencies or defects are such that even with application of due care they could not be disclosed at receipt, the time shall be 14 days from the date of their disclosure.
- 8.3 The Supplier shall be obliged to remove the defects immediately, however, not later than within 14 days from receipt of the complaint.
- 8.4 If the complaint is rejected, the Supplier is obliged to inform the Customer about the reasons for rejecting the complaint within 14 days.

**9. LIABILITY FOR SUBCONTRACTORS**

The Supplier may not release itself from liability towards the Customer if non-performance or improper performance of the delivery by the Supplier occurred as a result of non-performance or improper performance of the obligations towards the Supplier by its partners, suppliers or subcontractors.

**10. PAYMENT CONDITIONS**

- 10.1 Deliveries of the goods and/or services covered by the Order shall be paid in the currency and at the rates agreed between the Customer and the Supplier at the time and in accordance with the Conditions included in the Order.
- 10.2 The date of payment shall be considered the day when the Customer's bank account is debited.
- 10.3 Payments for the Suppliers shall be made in the form of a bank transfer.
- 10.4 The Customer shall have the right to withhold payment of remuneration in the following cases:

- a) reporting a complaint for quality defects and quantity deficiencies.
- b) Absence of the documents required in the order in whole or in part.
- c) incorrectly issued invoice, i.e. not complying with the applicable provisions of law and agreed contracts, and in particular, absence of the following clause in the invoice: "Assignment of claims or their conversion requires consent of the Debtor."
- d) no Customer's Order number in the invoice.
- e) no bank account in the invoice, if there are mutual non-disputed or validly established claims, and no Tax Identification Number (NIP) in domestic invoices

**11. CONTRACTUAL PENALTIES**

- 11.1 The Customer reserves the right to calculate contractual penalties of 0.5% of the Order value in the event of delay in delivery, for each day of delay, whereas a delay in delivery shall also be understood as the absence of the documents that should be attached under point 6.6., and also an incomplete delivery.
- 11.2 The Customer reserves the right to set off the calculated contractual penalties referred to above, for the previous and current deliveries, against the amount payable to the Supplier for the delivered goods and/or services. The Customer shall notify the Supplier in writing about the amount of the calculated contractual penalty and the fact of its setoff. If the contractual penalty does not cover the injury suffered by the Customer, it is permitted to seek compensation in excess of the contractual penalties in line with general principles.

**12. PROHIBITION OF ASSIGNMENT OF CLAIMS**

- 12.1 The Supplier undertakes not to assign, without written consent of the Customer, any claims related to this Order to any other persons, and not to convert them or include a clause about this limitation in the issued invoices, otherwise they shall not be considered payable.
- 12.2 In order to execute the obligation indicated in section 12.1, the Supplier shall include in the invoices the following provision: "Assignment of claims or their conversion requires consent of the Debtor." An invoice without this clause shall be treated as an invoice issued incorrectly, requiring correction, and resulting in it not being considered payable.

**13. OTHER PROVISIONS**

- 13.1 All the disputes resulting from this order shall be settled in accordance with Polish Law, by a competent court appropriate to the registered seat of the Customer.
- 13.2 These conditions constitute an integral part of the Order.
- 13.3 The Supplier undertakes to treat all the information provided mutually as part of this agreement as confidential and prevent their unauthorised disclosure, and confirms that the requirements regarding maintaining the confidentiality shall be complied with by their employees and subcontractors. Maintaining the confidentiality applies both during the execution of this agreement and after its performance.
- 13.4 In connection with the functioning of the Quality Management System according to ISO 9001, ISO 14001 and additional AQAP requirements, the Customer reserves the possibility to audit the production and technological development process and the quality acceptance of the ordered goods or services.
- 13.5 Any change to the aforementioned contractual provisions shall require a written form agreed by both Parties.
- 13.6 Under Article 509 of the Civil Code, HSW S.A. reserves that the amounts receivable arising from the performance of this Order may not be transferred to a third party without the prior written consent of the Customer.
- 13.7 The matters not provided for shall be governed by the provisions of the Civil Code and other applicable legal acts.

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Signature of Customer

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Signature of Supplier