

## **GENERAL TERMS AND CONDITIONS OF ORDERING AND PURCHASE OF GOODS AND SERVICES**

**BY COMPANY: Hempel Special Metals Sp. z o.o.**

### **1. GENERAL PROVISIONS**

1. These General Terms and Conditions of Ordering and Purchase shall apply to the orders placed by Hempel Special Metals Usług Sp. z o.o., National Court Register No.: 0000289555, hereinafter referred to as the Client, and concern purchase or delivery of materials, raw materials, parts, prefabricates, goods and devices, provision of services or execution of works, which are to be performed at the commission of Hempel Special Metals Sp. z o.o., hereinafter referred to as the "Goods", by the entity hereinafter referred to as the "Supplier".

2. The Supplier shall confirm acceptance of every order for execution in writing as quickly as possible (within 5 days from receipt of the given order), not later, however, than the deadline specified in the given order by the Client. The written confirmation shall be a paper document, e-mail or fax sent by the Supplier to the Client. Signing the order shall mean acceptance of these General Terms and Conditions of Ordering and Purchase. **If the Supplier fails to confirm acceptance of an order within the time limit specified above, the Client shall construe this as the Supplier's tacit acceptance of the order for execution on the terms specified in it and compliant with the General Terms and Conditions of Ordering and Purchase.**

### **2. DEADLINE FOR DELIVERY AND EXECUTION**

2.1 The deadlines for delivery and execution shall be the deadlines specified in the given order and shall mean the deadline for delivery of the goods to the place of delivery specified in the order and/or the deadline for provision of the ordered services or for execution of the ordered works. Those deadlines must be met closely and they shall be effective without any reservations.

2.2 If there is a risk of failure to meet the deadline for delivery of goods, provision of services and/or execution of works, the Supplier must specify in writing the expected time of delay and its reasons. In absence of the above information or in the case of provision of information to the effect that the delivery, provision or execution cannot be carried out on time, the Client can, within 12 months from the date of provision of the information, withdraw from the relevant order with the effects arising from Clause 3.5 of these General Terms and Conditions of Ordering and Purchase.

2.3 The Client reserves the right to partially or fully withdraw from the order not executed within the deadline specified in it and they shall not pay any damages or compensations as a result. The Client can exercise the contractual right of withdrawal within 12 months from the date of failure to meet the deadline for delivery, provision or execution. In the case of withdrawal from an order for reasons attributable to the Supplier, the Client can seek liquidated damages from the Supplier amounting to the value of the relevant order. At the same time, the Client reserves the right of seeking of damages for undue execution of the order from the Supplier on the generally applicable provisions of the Civil Code and of reimbursement for the costs incurred for substitute execution of the given order.

### **3. TERMS OF DELIVERY OF GOODS AND PROVISION OF SERVICES**

3.1 The Supplier shall deliver the ordered goods to the place specified in the given order. The Client can refuse to accept the goods or ordered works if they are not delivered together with a delivery document completed by the Supplier and containing the order number, specifications of the sent goods, quantity, packaging details, weight and place of receipt and if they are not delivered together with the attestations, approvals and certificates specified in the order or required by law and together with the limited warranty card along with the terms of the limited warranty.

3.2 The Supplier shall be liable for the damage resulting from every delay, loss or damage caused by improper labelling, packaging or identification of shipment.

3.3 The delivery of the ordered goods or the provision of the ordered services (execution of the ordered works) shall be deemed carried out in terms of the satisfaction of the terms of the delivery and the transfer of risk of accidental loss of or damage to the goods from the Supplier onto the Client upon fault-free and documented acceptance of the object of the delivery, provision of the service or execution of the works by the Client in the agreed place.

3.4 The Client can return every shipment to the Supplier at the latter's own risk and expense or burden the Supplier with proper costs of storage if the given shipment was delivered before the deadline. The risk of damage or loss shall burden the Supplier.

3.5 Liability for failure to execute or undue execution of the given order is hereby established in the form of liquidated damages in the following cases and at the following amounts:

The Supplier shall pay the Client the liquidated damages:

3.5.1 when the Client withdraws from the given order for reasons attributable to the Supplier or when the Supplier withdraws from the given order for reasons beyond control of the Client – liquidated damages in the amount of the value of the object of the order;

3.5.2 when the deadline for delivery or provision of service is not met – liquidated damages in the amount of 1% of the value of the order per day in delay; this applies to intermediate deadlines as well;

3.5.3 when the defects are found upon receipt/collection of the object of the given order or in the period of the relevant limited warranty and the relevant implied warranty for defects – liquidated damages in the amount of 1% of the value of the order per day in delay, running from the expiry of the deadline set by the Client for removal of the defects.

3.6 The Client shall have the right to deduct the charged liquidated damages from the remuneration due to the Supplier.

3.7 If the Supplier is in delay in execution of the given order or if they fail to perform the obligation specified in Clause 2.2 of the General Terms and Conditions of Ordering and Purchase, the Client can – without resignation from the right to charge the liquidated damages and supplementary damages – use one or more of the following rights:

3.7.1 demand execution of the order partially or in full;

3.7.2 make the purchase or commission execution of the order from another supplier at the Supplier's risk and expense;

3.7.3 withdraw from the order for reasons attributable to the Supplier without setting an additional deadline, having notified the Supplier in writing.

3.8 Should the liquidated damages not cover the sustained damage, the Client can seek supplementary damages under the generally available provisions of law.

#### **4. LIMITED WARRANTY I IMPLIED WARRANTY**

4.1 The execution of the given order results in the Supplier's granting a limited warranty and an implied warranty for the delivered goods, provided services or executed works for the period specified in the order, which shall be at least 36 months.

4.2 Subject to the period specified in Clause 4.1 above, the period of the limited warranty and the implied warranty shall begin to run for the time specified in the order as of the day of fault-free acceptance of the object of the order. The liability for the limited warranty and the implied warranty shall be as specified in the Civil Code. The Client shall notify the Supplier of any defects found in the delivered goods or provided services (executed works). The Supplier shall remove the defects found upon receipt/collection and in the period of the limited warranty by the deadline set by the Client. The Client reserves the right to return all defective goods or demand their replacement at the expense of the Supplier. The Supplier shall take all necessary steps to ensure replacement or repair of the defective goods at their own expense and with due diligence. If the Supplier fails to remove the reported defects by the set deadline, the Client can remove them in substitution of the Supplier at their cost, having notified the Supplier in writing. The above shall not infringe the Client's rights regarding liquidated damages, supplementary damages and suspension of payment of Supplier's invoices and shall not release the Supplier from liability for the limited warranty and the implied warranty.

The Supplier shall provide the Client with the limited-warranty card detailing the terms of the limited warranty on the day of delivery of the object of the given order at the latest.

4.3 Notwithstanding the rights under the limited warranty, the Supplier shall be liable to the Client for the implied warranty in accordance with the provisions of the Civil Code. The period of the implied warranty granted by the Supplier shall be equal to the period of the limited warranty granted by them.

## **5. PRICE**

The prices specified in the given order are fixed, they shall not change and they shall cover the goods delivered to the specified place of delivery at the Supplier's risk and expense. The remuneration for the object of the given order specified in it shall be at the flat rate and shall cover all costs of execution of the object of the order.

## **6. OBJECT OF DELIVERY**

The object of the given order must be executed as specified in it and in the effective standards and regulations, for which the Supplier shall provide the necessary documents, attestations, permits and certificates upon delivery of the goods or provision of the services.

## **7. TERMS OF PAYMENT**

If the delivered goods, provided services and the relevant invoice comply with the specifications and the terms of the given order, the Client shall make the relevant payments by wire transfer to the Supplier's account specified in the invoice within 30 days from the date of delivery of the invoice along with a report on fault-free acceptance of the object of the order to the Client's registered office unless the parties agree otherwise in writing. Every invoice shall be issued on the basis of the relevant report on fault-free acceptance of the object of the order along with the relevant proof of issue and/or the relevant waybill signed by representatives of the parties.

## **8. CONFIDENTIALITY**

8.1 Any and all information arising directly from these General Terms and Conditions of Ordering and Purchase and any and all information obtained by the Supplier in connection with the execution of the given order, including but not limited to any and all not publicised organisational, commercial and technical information concerning the Client, shall be regarded by the parties as confidential

information and shall not be disclosed to third parties. This obligation shall not apply to situations where the obligation to provide information arises from the mandatory provisions of law.

8.2 In particular, the Supplier undertakes to keep confidential any information concerning the volume of trade, the applied prices and discounts, specifications of products, logistic arrangements and technology-related data or else the Client shall withdraw from the order for reasons attributable to the Supplier.

8.3 The Supplier represents that they will use confidential information solely for the purpose of execution of orders and that they shall provide such information with due protection at the level corresponding to their confidential nature. The non-disclosure obligation shall survive the execution of the given order and can be lifted only by consent of the Client, which consent shall be made in writing or else shall be null and void.

## **9. ADDITIONAL PROVISIONS**

9.1 If the scope of the given order is extended, the Supplier shall deliver the additional or replacement goods (or provide the additional or replacement services or execute the additional or replacement works) on the commercial terms applicable to the execution of the given order (unit prices, discounts).

The Client reserves the right to return a part of the object of an order without limiting its scope. Any return of a part of the object of an order or limitation of its scope shall be carried out by application of the unit prices agreed for execution of the given order.

9.2 The Supplier shall indemnify the Client and hold them harmless from any third party claims for the goods, parts and materials delivered on the basis of a patent, a licence or registered designs. If proceedings are conducted in relation to such claims, the Supplier shall ensure direct defence of the Client at the former's own expense.

## **10. DISPUTES**

Matters not regulated by these General Terms and Conditions of Ordering and Purchase shall be governed by the relevant provisions of the Civil Code. If a dispute arises about the interpretation or execution of the given order and these General Terms and Conditions of Ordering and Purchase and such a dispute cannot be resolved amicably, it shall be referred for hearing to the court of proper venue serving the address of the Client's registered office or the competent court with registered office in Katowice.

## **11. FINAL PROVISIONS**

11.1 The Supplier cannot assign a third party with rights arising from the execution of any order without the Client's prior written consent.

11.2 These General Terms and Conditions of Ordering and Purchase form an integral part of any order placed by the Client with the Supplier. If there are any contradictions or divergences, the content of the order shall prevail, to the exclusion of the provision of Clause 4.1 on the length of the period of the limited warranty and the implied warranty, which shall prevail over the content of the order.

11.3 Any and all amendments and supplements to the General Terms and Conditions of Ordering and Purchase shall be made in writing or else shall be null and void.