

CONDITIONS OF SALE

HSW—Kuźnia Stalowa Wola Sp. z o.o.

CONDITIONS OF SALE:

1. The Terms of Sale specify the rules for concluding and implementing contracts for the sale of goods offered by HSW - Kuźnia Stalowa Wola Sp. z o. o. in Stalowa Wola, hereinafter referred to as KSW. Derogation from the application of these Terms of Sale must be made in writing under pain of nullity.
2. The sales contract is concluded when KSW confirms the order, in response to the order previously placed by the buyer and successfully delivered to KSW.
3. Payment terms:
 - a) The sales price is the contractual value based on EXW KSW (Incoterms 2010) with loading and does not include VAT and collection costs by Classification Societies.
 - b) The sales price is calculated from the date of sale, i.e. from the date of shipment (passing the KSW gate) and becomes due upon the expiry of the deadline specified in the VAT invoice issued by KSW.
 - c) The payment date is the date of crediting the KSW bank account indicated on the VAT invoice.
 - d) The buyer becomes the owner of the goods upon full payment for the goods (reservation of title to the sold goods - Article 589 of the Civil Code).
 - e) Subsections 3a, b, c, d may be changed if the parties establish different arrangements. This requires written form to be valid.
 - f) In the event of late payment, KSW is charged statutory interest and has the right to unilaterally withdraw from further execution of this and other confirmed orders or suspend the delivery of goods until the date of payment of the outstanding payments.
4. Completion date.
 - a) The Buyer is obliged to collect the goods within 7 days from the date of notification by KSW.
 - b) If the goods are not collected within more than 14 days from the date of notification, KSW is entitled to charge the Buyer with the costs of storage and withdrawal from the contract and sale of the goods to another customer.
 - c) The cost of storing uncollected goods is PLN 80/Mg of stored material for each day of storage. The minimum fee for one day is PLN 50 regardless of the weight of the goods.
5. Complaints
 - a) The Buyer is obliged to examine the received goods in terms of quantity and quality immediately after receiving them. If any non-compliance is found, the Buyer is obliged to notify KSW immediately in writing, but no later than 14 days from the date of receipt, in any case before the goods are subjected to further processing.
 - b) In the event of hidden defects revealed during processing, these products will be immediately withdrawn from the production process and KSW will be notified at the same

time. Failure to fulfill this obligation by the Buyer will result in the loss of all rights to claims for hidden defects, including warranty.

c) KSW may refrain from considering quality complaints in the case of materials whose identification is impossible due to the state of processing or improper storage.

6. Final provisions.

a) The transferability of rights related to the implementation of this contract is not subject to any restrictions.

b) The Ordering Party's comments included in the order are not valid.

c) The Buyer is obliged to return 1 copy of the signed and accepted confirmation. The order completion date is counted from the date of return of the accepted confirmation. Failure to return within 7 days is tantamount to acceptance of the conditions contained in the confirmation on a tacit basis.

d) In matters not regulated in these terms of sale, the provisions of the Civil Code shall apply, and disputes will be resolved by the court competent for the registered office of KSW.

e) KSW is not liable for failure to fulfill obligations in whole or in part, if it was caused by the occurrence of external events defined as "force majeure". In such a case, KSW will inform the Buyer about this fact within 14 days. The execution of the order is extended by the duration of the above-mentioned event.

f) Manifestations of "force majeure" are considered to be catastrophic phenomena caused by the action of forces of nature, e.g. floods, hurricanes, earthquakes, fires, epidemics, measures introduced by state authorities to prevent and spread epidemics (e.g. transport restrictions, restrictions on scope of movement) and some disorders of collective life (war, social riots).

In such a case, KSW will inform the Buyer immediately. The execution of the order is extended by the duration of the above-mentioned events.