

GENERAL TERMS AND CONDITIONS OF SALE

Max Metal Sp. z o.o. with its seat in Leszno

§1.

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) define the rules of sale by the Company Max Metal Sp. z o.o. with its seat in Leszno, ul. Budowlanych 4 (64-100 Leszno), KRS number 0000330851 (hereinafter referred to as the Seller) of goods and services (hereinafter referred to as goods) for entrepreneurs or other entities, but not consumers.
2. The GTCS constitute an integral part of all sales contracts concluded by the Company Max Metal Sp. z o.o. with its seat in Leszno as the Seller, regardless of the form in which a given contract is concluded.
3. The Parties exclude the use of any other contract templates (general terms of the contract, terms of sale, contract templates, etc.) than these GTCS, including those used by the other party to the contract or its subcontractor. The Parties may change the provisions of the GTCS on the basis of an individual agreement concluded in writing under pain of nullity. Such an agreement must be signed by a person representing Max Metal sp. z o.o. under the pain of nullity
4. These GTCS apply exclusively, we do not recognize the Buyer's conditions that conflict with them or deviate from them, unless we expressly consent to it in writing. Our GTCS also apply only when, knowing about the Buyer's conditions that are inconsistent or deviating from them, we deliver without reservations to the Buyer.
5. The GTCS are published on the Company's website www.maxmetal.pl

§2.

1. If the ordered goods are to meet specific requirements, including those relating to separate legal regulations and standards - information about this should be provided to the Seller by the Buyer at the time of submitting the request for quotation in writing under pain of nullity. All such requirements should be listed in the form of points to be accepted by the Seller under pain of nullity.
2. The Seller will respond to the inquiry in the form of an offer or an invitation to negotiations as soon as possible. Correspondence should be in writing or in electronic form. If the Buyer accepts the Seller's offer or reaches an agreement concluding the negotiation process, the Buyer should send the Seller the order in writing. The Seller confirms the acceptance of the order for execution. The Seller's silence is in no way considered acceptance and does not lead to a contract.
3. The delivery date is specified by the Seller in the offer or determined during negotiations. The delivery date for orders with deferred payment begins on the day the confirmation of

the order is delivered to the Buyer. In the case of orders made on the basis of a prepayment, the delivery period begins after the Seller has credited the prepayment.

4. The delivery date is met if, before its expiry, the Goods are ready for delivery to the person authorized by the Buyer, including the forwarder or carrier, in the Seller's warehouse.
5. The Buyer may make changes to the specification of the order after the Seller has accepted the order for execution only with the consent and under the conditions specified by the Seller.
6. The Buyer is obliged to collect the Goods within 5 days of being notified of the Goods being ready for release from the Seller's warehouse.
7. If the Buyer has not collected the products at the agreed place, the collection of the products from the Seller's warehouse is delayed for more than 5 days, or the products cannot be released in connection with the situation specified in par. 6 point 2 or par 6 point 3, the Seller may, at the Buyer's expense and risk, return the products for storage or store them in his own warehouse. The costs of storing unclaimed products are PLN 100 per tonne for each day of storage and are counted from the moment the Goods were to be collected until the Goods were collected. The Seller is not responsible for quality defects arising in connection with the above-mentioned storage and as a result of this storage.
8. If the failure to collect the products in the cases described in paragraph 2 point 6 is more than 30 days the Seller has the right regardless of the costs specified in par. 2 point 6, to withdraw from the contract and charge the Buyer with the value of the order and storage costs based on the issued debit note.
9. The Buyer is responsible to cooperate with the Seller during the performance of the order, in particular to promptly answer the Seller's questions in the event of any deficiencies, inconsistencies or ambiguities in the documentation provided by the Buyer. Lack of cooperation in the scope specified above may result in the Seller withdrawing from the contract and charging the Buyer with the costs incurred.
10. The order may be withdrawn only after obtaining the prior consent of the Seller. In the event of the withdrawal of the order, the Buyer is obliged to cover all costs of the Seller incurred in connection with the execution of the order without protest.
11. The Buyer may not withdraw from the contract without the consent of the Seller.
12. If the delivery is carried out in batches, and the Seller is delayed with the performance of a particular delivery by more than 21 days, the Buyer may withdraw from the contract with regard to other deliveries, but without the right to claim compensation for non-delivered deliveries.
13. The Buyer is obliged to examine the goods in terms of quantity when collecting the goods and inform the Seller about the shortages within 24 hours from the moment of their finding, under pain of losing the rights under the warranty. Along with the notification of quantitative shortages, the Buyer should provide the Seller with proofs of this circumstance under pain of losing claims for quantitative shortages of the goods. This proof is in particular the protocol drawn up at the time of receipt of the goods in the presence of the Seller's employee, courier or carrier. In the event of quantitative shortages of goods, the

Buyer may demand delivery of the missing quantity of goods, which should be made as soon as possible, agreed by both parties. Failure to examine the goods in terms of quantity and document it in the presence of the Seller's employee, courier or carrier results in the loss of rights under the warranty regarding quantity complaints.

§3.

1. In matters of quality non-compliance of the goods, the provisions of the Civil Code on warranty for defects apply - art. 556 to 576 of the Civil Code, including the following modifying regulations.
2. The Buyer is responsible for ensuring that the technical data, quality and quantity of products as well as the material used meet his needs. The Seller is not responsible for the quality of the production processes and the quality of the final products to which these products are to be used.
3. The Seller's liability is limited to the compliance of the goods with the technical drawing provided or approved by the Buyer.
4. The Seller is not responsible for the costs of processing the goods by the Buyer.
5. The Buyer is obliged to inspect the goods in terms of quality within 7 days after receiving it and inform the Seller about any quality defects within 3 days from the moment of their finding, under pain of losing the rights under the warranty.
6. Notification of defects should be made by e-mail to the e-mail address of the person confirming the order with a return confirmation of receipt under pain of losing the rights under the warranty. In particular, the notification of defects should be accompanied by photographic and measurement documentation, and delivery documents. The complaint should specify the date and batch of delivery, and the details.
7. The Seller replies to the notification of defects in the goods within 30 days from the date of receipt of the notification. Within this period, the Buyer is obliged to allow the Seller and persons designated by him to inspect and test the goods. Until the reply to the complaint is answered, the Buyer is obliged to properly secure the subject of the complaint. If necessary, the Buyer will enable the Seller to collect samples for laboratory testing. The costs of the tests are borne by the party responsible for the defects.
8. If the Buyer's complaint is accepted, the Seller will remove the defects of the goods, and if it was impossible, replace the goods with a defect-free one, reduce the price or refund the price of the goods at its discretion.
9. If the Buyer exercises the rights under the warranty for physical defects of the goods, the Buyer shall not be entitled to claim against the Seller for compensation for the damage.
10. In the event of a complaint, the Buyer may return the defective goods only after agreeing the return date with the Seller.
11. If, in order to perform the contract, the Buyer entrusts the Seller with material or raw material, the Seller shall not be liable for a defect in the goods resulting from the properties of the material or raw material.

12. The Seller shall not be liable also in a situation where the defect arose independently of the Seller's actions, in particular as a result of external damage, actions of a third party for which the Seller is not responsible. The Buyer then covers all costs related to the complaint.
13. The Seller is obliged to repair the damage resulting from non-performance or improper performance of the contract only if the damage was caused by the Seller's willful misconduct. The Seller's liability in this respect is limited to actual losses incurred by the Buyer, excluding lost profits. However, in no event may the Seller's liability for actual losses suffered by the Buyer exceed the net selling price of the defective goods, as shown on the YAT invoice.
14. In the event of an unjustified complaint, the Seller has the right to charge the Buyer with the costs related to undertaking the inspection procedure.

§4.

1. The Seller's delay with the execution of the order, not exceeding 21 days, does not constitute non-performance or improper performance of the contract.
2. The Seller is not responsible for delays in the execution of orders if they are caused by circumstances beyond his control, e.g. disruptions in the work of the Seller about which he did not know at the time of order acceptance, force majeure events, untimely delivery by his suppliers, etc.
3. In the event of the Buyer withdrawing from the contract due to a delay, the withdrawal does not apply to the part of the contract already performed.
4. In a situation where the Buyer picks up the goods in person or arranges transport, the risk of accidental loss or damage to the goods passes to the Buyer at the time of handing it over to the person authorized to collect the goods by the Buyer, including the forwarder or carrier. The Buyer is responsible for the correct loading of the goods from the Seller's warehouse, in the case of delivery by means of transport of the Buyer or persons indicated by him.
5. If the Seller arranges transport, the risk of accidental loss or damage to the goods shall be transferred to the Buyer upon delivery of the goods to the Buyer at the place indicated by him. The Seller is responsible for the correct loading of the goods from the Seller's warehouse, if the transport is organized by the Seller.

§5.

1. The Parties shall not be liable for non-performance or improper performance of the Agreement, if it is the result of force majeure.
2. The occurrence of force majeure releases the affected Party from deliveries or receipts for the duration of the obstacle.
3. In the event of force majeure, the affected Party is obliged to notify the other Party of this fact as soon as possible.

4. Force majeure is considered to be external events which the Parties could not have foreseen in any way, such as war or natural disasters, and which prevent the delivery of the deliveries provided for in the Sales Agreement or the acceptance of the Goods.

§6.

1. The Buyer is obliged to pay the price for the ordered Goods to the Seller's bank account with the number specified on the invoice issued by the Seller.
2. The Seller has the right to withhold the execution or issue of the order in the event of becoming aware of the Buyer's difficult financial situation, giving rise to a problem with the timely payment, or information about the Buyer's insolvency, or filing a petition for the Buyer's bankruptcy.
3. If the Buyer is in default with the payment of the price for the delivered goods, the Seller may refrain from executing or issuing subsequent orders of the same Buyer until the relevant payments are made by him.
4. In the event of delay or delay in payment, the Seller may charge interest for delay in commercial transactions.

§7.

1. The contract is governed by Polish law.
2. Any disputes that may arise from the Agreement will be settled by Polish common courts having jurisdiction over the seat of the Seller.

§8.

1. The present or future ineffectiveness or unenforceability of any provision of the GTCS or the provision later introduced to it, or the incompleteness of the GTCS (gap) does not affect the validity of the remaining provisions of the GTCS. In place of ineffective or unenforceable provisions or in order to fill gaps, the provisions most appropriate to the content of the GTCS shall apply - to the extent provided for by law.
2. The Parties will make every effort to amicably settle any disputes arising from or related to the Sale Agreement. If, in any case, the Parties fail to resolve the dispute amicably, the Parties shall submit the dispute to a common court having jurisdiction over the seat of the Seller. They will make every effort to amicably resolve any disputes arising from or related to the Sale Agreement. If in any case the Parties fail to resolve the dispute amicably, the Parties shall submit the dispute to a common court competent for the seat of the Seller.

Management Max Metal sp. z o.o. [Ltd.]
Leszno, 04.03.2022r.