

**GENERAL TERMS OF SALE
OF STALESIA sp. z o.o. a company under Polish law
from 30.11.2016**

§ 1

1. The following General Terms of Sale (hereinafter "GTS") define the principals of concluding a trade agreement, of which the manufacturer or Seller is:
Stalesia sp. z o.o.
ul. Domagały 19
30-741 Kraków
National Court Register(KRS): 0000257623, VAT No (NIP): 679 289 93 43
2. The "GTS" are contractual regulations which bind parties in terms of sales of goods and should be applicable to all particular contracts (Sales Agreements) along with other provided service agreements between the Seller and Buyer in context of commercial cooperation and should be their integral part.
3. The "GTS" provisions do not apply when the Buyer is a natural person purchasing goods unrelated to its economic or work activities.
4. The "GTS" are available for the Buyer before concluding a trade agreement in written form at Stalesia's headquarters or on the company's website - www.stalesia.com
5. Other agreement conditions than "GTS" (sales terms, contract templates, regulations, ect.) used or chosen by the Buyer are excluded by both parties.
6. The provisions included in "GTS" may be changed only in writing otherwise they shall be null and void. Signing a separate Sales Agreement excludes the "GTS"'s provisions from use only in the part which does not comply with the "GTS".
7. Different agreement arrangements confirmed in writing by both parties will prevail the "GTS".

§ 2

The following terms will be used in the "GTS" below:

1. Seller – Stalesia sp. z o.o. with its headquarters in Poland, Kraków, ul. Domagały 19, 30-741 Kraków, KRS: 0000257623, NIP: 679 289 93 43;
2. Buyer – legal person, organizational unit with no legal personality or natural person engaged in business activity purchasing goods offered by the Seller.
3. Day of payment - the day in which due receivables become obligatory.
4. Goods – chattels, services, and goods sold according to the sales agreement, between the Seller and Buyer.
5. Order – Offer of product purchase placed by the Buyer in writing via fax, e-mail including at least: name of the product, quantity, Buyer's data necessary to issue VAT invoice, company data, telephone and contact details, reception mode, date and place of collection of ordered goods.
6. Confirmation – it is a written Seller's declaration of order acceptance., sent to the Buyer after receiving the order, in writing, via fax, or e-mail, containing at least: price, total value of the ordered goods, place and delivery/collection terms and payment terms.

§ 3

1. Information provided on the Seller's website, catalogues, brochures, fliers, advertisements and/or other publications do not constitute a sale offer pursuant to the Civil Code even if they carry the indication of the unit price. Any publications offered by the Seller are provided purely for information. All samples and models displayed by the Seller are for reference and exhibition purposes only and may differ. Specifications provided in the publications may change at any time due to permanent changes in the technical industry.

2. Cooperation in the area of metallurgical material trade will be based on specific contracts including: offers, orders and order confirmation.
3. The Seller reserves the right to execute an order under condition of securing payment on Buyer's present and future receivables (funding) in the form accepted by the Seller, for instance: advanced payment, blank promissory note, guarantee security, bank guarantee, letter of credit, prepayment, advanced payment, mortgage, deposit, assignment, appropriation of payment, trade receivables insurance policy, etc.
4. The order can be placed or received only in writing, via fax or e-mail solely by persons authorized by both the Buyer and Seller. The authorization is placed in written form along with specimen signature of the authorized persons.
5. The order is considered confirmed only when all its conditions are clearly accepted by the Seller.
6. The Buyer is obliged to immediately notify the Seller about revoking a person's authority to place orders, otherwise the order shall be valid (deemed to be accepted). This relevant resolution shall apply mutatis mutandis to the Seller.
7. The Seller has a legal right to require confirmation of sales conditions in writing, if the order was placed via fax or e-mail.
8. Order cancellation by the Buyer is accepted only in extraordinary circumstances after prior written determination of terms of order cancellation with the Seller. The Seller reserves the right to charge the Buyer with costs that have arisen before order cancellation - up to order value.

§ 4

1. In absence of other provisions between the parties the price of goods is the one resulting from order confirmation.
2. All Seller's prices shall be always net prices and they will be increased by value added tax (VAT), in compliance with the binding regulations at the applicable rate at time the invoice is issued. The prices provided do not include extra costs of specific packaging, unless requested by the Buyer.
3. The Seller has right to request acceptance of the invoice signed by a person authorized to place the order.
4. The Day of payment is individual for each order and depends on the Buyer's financial condition and his history of transactions.
5. The Buyer shall make the payment by bank transfer on the basis of an issued invoice to the bank account indicated on the invoice.
6. The Day of payment shall be the day on which the amount due is credited to the Seller's bank account.
7. The ownership of goods shall only pass to the Buyer if the Buyer has paid whole price to the Seller.
8. At the time of insolvency proceedings or arrangement procedure the Buyer is obliged to mark the goods to be clearly identifiable as belonging to the Seller. In case of seizure of goods which are of Buyer's ownership while the legal proceedings are forwarded to the assets of the Buyer, he is obliged to notify the Seller about this fact immediately and cooperate with the entity executing the seizure by realization of his right by any available means.
9. The Buyer is immediately obliged to provide information to the Seller, where all goods owned by the Seller are stored.
10. In the event that the Buyer is in default of its payment obligation – according to Seller's choice – the Seller may demand return of goods in the indicated time or execution of the Buyer's liabilities. The return of the goods is done at the cost and risk of the Buyer.

The regulation here above does not affect rights of the Buyer imposed by the Civil Code including the right to claim compensation

11. Failure to pay debts to the Seller before expiry of the deadlines indicated in the invoice, shall give the Seller the right to disrupt the services or deliveries of goods resulting from the order.

§ 5

1. The Buyer shall be obliged to collect the ordered goods in a timely manner. In the event of a delay in delivery of goods, Seller may demand Buyer to pay a contractual penalty in the amount of 0,1% of the order value for each day of delay. The regulation here above does not affect the rights of the Buyer imposed by the Civil Code including right to claim compensation in the amount exceeding the amount of the stipulated penalty.
2. In any case, the risk of accidental damage, destruction or loss of goods shall pass to the Buyer upon receipt of goods, including receipt by carrier or freight forwarder, who was commissioned to transport the goods, but not later than on the date of taking goods outside the Seller's factory or warehouse, regardless of who bears responsibility for the costs of transport.
3. The Seller shall not be liable under any circumstances for any direct or indirect loss, damages or costs arising from claims of the Buyer, caused by errors in delivery or delays to the goods transported dependent on an act of fault by the carrier.

§ 6

1. The Buyer shall immediately after delivery check the conformity of all goods with the order, in particular examine the quantity, condition and quality of goods delivered.
2. Within 7 days from the date on which the Buyer becomes, or by exercising due care could have become aware of any defect the Buyer is in a position to inform the Seller about it immediately, otherwise the claim for warranty is forfeited.
3. The Buyer is obliged to inform the Seller about defects that could not be detected despite careful examination at the time of reception, immediately after their detection (not later than within 7 days), otherwise the claim for warranty is forfeited.
4. To comply with the period imposed in points 2 and 3 above it shall be sufficient to dispatch the letter by post to the Sellers address prior to the expiry of that period.
5. The notifications of defects shall contain: the Buyer's telephone, date of issuing the invoice, quantity/weight and label of faulty goods and the date of reception. Furthermore it shall include detailed description of defects with the date of their detection and the demanded discount if Seller does not deliver goods free of defects according paragraph 9 below.
6. The Seller is liable for legal and important physical defects only. The important physical defects are considered to be internal and external defects of goods, which cause real difficulties in its further processing and further proper usage.
7. The Seller's liability under warranty shall be excluded if the Buyer repaired the goods without prior written permission of the Seller as well as if he sold or converted part of or all goods before its previous inspection and complaints consideration, being aware of its defects.
8. If an expertise is deemed necessary for correct complaint processing, the Buyer is obliged to release the property (at the Seller's expense) otherwise the claim shall be forfeited.
9. In case the complaint is accepted the Seller shall be obliged to – at his choice - deliver goods, free from any defects at its expense or lower the price of sold goods.
 - a. in case of lowering the price the Buyer shall return the part of price into the Buyer's bank account without any interest unless the return has been unreasonably withheld.
 - b. the Buyer is obliged to return the defective goods at the Seller's expense before being supplied with goods free from defect. They may be returned to the place indicated by the Buyer through individual arrangements.

10. The delivery time mentioned in order confirmation shall be regarded as approximate time. Unless otherwise provided in an individual agreement the Buyer has no right to compensation for any delay in delivery.
11. The Buyer's rights to the warranty expire within 3 months from receipt of goods.

§ 7

1. The Seller's liability towards the Buyer irrespective of its legal basis is limited to direct and actual damage.
2. The Seller shall not be liable towards the Buyer or any other party for any indirect or consequential damages such as: financial loss or loss of profit, costs of downtime, loss of production or limiting production possibilities, as well as any other damages not related directly with the damage causing event such as necessity of the interest payment or other additional costs.
3. In each case the Seller's liability is limited to the value of the contract, to which the damage is related.
4. Any extensive payment liabilities not clearly stated in "GTS" are excluded.
5. Limitation of the Seller's liability from article § 7, does not apply to claims resulting from or relating to criminal offences, deliberate misconduct or gross negligence.

§ 8

The Seller shall not be liable for any delay in performance of obligations if it is not possible due to circumstances beyond the control and unpredictable (Force Majeure). Those circumstances include but are not limited to: war, revolution, national strike, interruption or failure of electricity, energy, fuel, transportation or other goods or services supply, natural disasters embargo on exports or government orders, explosion, flood, sabotage, social unrest or delays in subcontractor's works (if it was caused by Force Majeure described in the herewith article).

§ 9

1. Polish law shall apply with regards to executing the "GTS".
2. Agreements and General Terms of Sale in Polish language version are considered to be original.
3. Any matters not regulated within these General Terms of Sale shall be settled on basis of regulations of the Civil Code.
4. Should any provision of these General Terms of Sale be discovered to be null and void, this shall not affect the validity of all other provisions of "GTS".
5. The parties shall seek to amicably resolve any disputes arising from the performance of any contracts under the terms of "GTS". If the case cannot be settled by amicable procedure the disputes shall be resolved only by the General Court with jurisdiction over the registered office of the Seller.