

## General Terms and Conditions of Sale and Delivery

### §1. General Provisions

1.1 This document sets out the principles of selling and delivering goods and/or services offered by NOVA METALE sp. z o.o.

1.2 Definitions used in the General Terms and Conditions of Sale and Delivery of NOVA METALE sp. z o.o.:

- GTCSD – General Terms and Conditions of Sale and Delivery of NOVA METALE sp. z o.o.
- NM – NOVA METALE sp. z o.o., headquartered in OSTASZEWO.
- Buyer / Customer – any legal entity, individual, or organizational unit without legal personality who has submitted a business inquiry and/or order to NM regarding products and/or services offered by NM.
- Business Inquiry – any type of statement aimed at obtaining information by the Customer about the possibility and conditions of performing a service and/or selling goods.
- Offer Information – information specifying the conditions for a future order, but not constituting an offer within the meaning of the Civil Code, i.e., requiring final review and confirmation of all conditions by NM (in terms of specific prices, quantities, dates, and other conditions and/or requirements).
- Non-standard Product – a product that, according to NM, requires special production (e.g., is of non-standard dimensions, requires special processing) or additional actions (e.g., purchase of non-standard materials and/or services by NM) to meet the individual needs of a given Customer.
- Hidden Defect – a defect in the product that cannot be detected with due diligence at the time of receipt of the goods and/or services. In particular, quantitative shortages, shape defects, quality defects, and defects in non-filmed surfaces are not considered hidden defects.
- B2B Platform – an IT system provided by NM enabling direct order placement through its use.

1.3 These GTCSD are publicly available on the website [www.nova-metale.pl](http://www.nova-metale.pl) under the "Products" tab. Conclusion of a contract is equivalent to acceptance of these GTCSD .

1.4 GTCSD are an integral part of the contract. Any other conditions specified in the Buyer's orders or other documents do not apply to NM. Any deviations or changes to the GTCSD require written consent from NM under penalty of invalidity.

1.5 Deviations or changes referred to in section 1.4 apply on a one-time basis only to a specific commercial transaction, unless otherwise agreed in writing under penalty of invalidity.

### §2. Offering and Orders

2.1 Subject of Offer Information and Orders.

2.1.1 The sales contract is concluded after the order submitted to NM has been reviewed and accepted.

2.1.2 The Buyer may submit an order, in particular, by sending an order via email to the designated email address of the person or group representing NM's sales department or through the B2B sales platform.

2.1.3 A lack of response to an order submitted by the Buyer does not constitute tacit acceptance of the offer and conclusion of a contract, unless NM proceeds with its execution.

2.1.4 Unless specific quality requirements have been stipulated in the order/contract for a product or service, products and tolerances are assumed to comply with the relevant European Norms.

2.1.5 By accepting the order/entering into the contract, NM undertakes to deliver the products and/or services on the terms agreed by the parties. NM does not take responsibility for the correct selection of the ordered product for its specific application by the Buyer and/or its further contractors. Any suggestions, technical advice, or recommendations provided by NM, regardless of the form, are given in good faith but without any warranty from NM.

2.1.6 Due to the nature of the offered products, NM reserves a margin of quantitative accuracy in relation to the unit of measure in the order of plus/minus 10%. The Buyer is obliged to accept the goods within these specified quantity tolerances and to pay for them.

2.1.7 If the contract does not specify otherwise, the product is prepared and packed to protect the goods during transport to the place specified by the Buyer according to NM's internal standards or the technological standard of the manufacturer (at NM's discretion).

2.1.8 The delivery date, unless otherwise agreed, is assumed to be any working day of the week.

2.1.9 Advertisements, promotions, price lists, patterns, samples, and other information directed to the public or specific individuals are considered, in case of doubt, not as an offer but as an invitation to conclude a contract.

2.1.10 Unless otherwise specified, the price of the goods is based on the actual weight of the goods, except for flat products in sheets, where the price is determined based on the theoretical weight calculated using the following densities:

- for aluminum sheets, density is assumed to be 2.7 g/cm<sup>3</sup>
- for stainless steel sheets, density is assumed to be 8.0 g/cm<sup>3</sup>.

## 2.2 Prices and Payment Terms

2.2.1 The prices of the products offered by NM do not include value-added tax (VAT), unless explicitly stated otherwise. The applicable VAT will be added according to the applicable legal regulations.

2.2.2 The costs and method of delivering goods to the Buyer and additional services are agreed individually when the order is accepted. If no such agreement is made, it is assumed that the goods will be collected from NM's headquarters or an appropriate branch.

## 2.3 Certificates and Other Documents

2.3.1 NM, if so agreed in the contract, will provide the Buyer with certificates and other agreed documents together with the goods.

2.3.2 Certificates and other agreed documents, unless stated otherwise in the contract, will be sent electronically no later than 7 days after delivery.

## §3. Order Execution

3.1 Unless agreed otherwise, the Buyer is obliged to collect the goods immediately after being notified of their readiness for delivery. In case of delay in collection by the Buyer, they may be charged for storage costs, subject to NM's other rights. NM reserves the right to store the goods with

a third party at the Buyer's cost and risk.

3.2 In the case of delivery with means of transport organized by NM, the following rules apply:

- The Buyer ensures that access roads to the unloading site allow the entry and exit of a vehicle with a total permissible weight of 42 tons, length of 17 m, and height of 4 m. The Buyer must inform NM about any difficulties and deviations in this respect at the time of placing the order, at the same time acknowledging any potential delays and related costs. If difficulties and deviations in respect of access are so significant that they prevent or greatly hinder unloading, the risk and cost of any necessary adaptations (including using smaller vehicles) will be borne by the Buyer.
- A delivery within 5 working days from the confirmed delivery date is considered made on time.
- The Buyer ensures the necessary means to enable immediate unloading of the vehicle. NM may charge the Buyer for any unnecessary delays.
- Unloading is at the Buyer's cost and risk. NM is not liable for any damage that occurs during unloading.

3.3 In the absence of specific agreements, NM chooses the carrier.

3.4 The buyer undertakes to ensure acceptance by an authorised representative who will confirm receipt of the goods with a legible signature and, in case of doubt, show his/her identity document. The persons present at the place of receipt and confirming the receipt of the material shall be deemed to be the persons authorised by the Buyer to carry out such activities.

3.5 NM will make every effort to ensure that the product is properly packaged. If the order includes sheets of metal and the Buyer has not requested protection with paper interleaved or PVC coated, NM does not guarantee or take responsibility for the surface condition free of scratches or other similar damage.

3.6 Requirements for non-standard packaging, protection, or labeling, and associated costs must be agreed upon no later than at the time of the order acceptance.

3.7 NM's packaging, protection, and packing methods are designed to protect the goods only during transport. From the moment of receipt, the Buyer is obliged to store the goods in accordance with their properties and material recommendations taking into account its specific nature. If the packaging, protection or and/or packing method used by NM for transport is contrary to the material rules and/or material recommendations for the storage of the material in question, the Buyer is obliged to unpack the material immediately upon receipt of the material. NM shall not be liable for any defects resulting from improper storage, use or transport (in the case of receipt by the Buyer directly at NM). In the event that such defects are found, the burden of proof is on the customer to prove correct storage, use or transport of the goods.

3.8 NM is not responsible for delays in order fulfillment (and the completion date is extended by the duration of the obstacle) due to circumstances beyond NM's control, including in particular late delivery of materials by NM's suppliers, transportation accidents/malfunctions, force majeure, unforeseen disruptions in NM's operations, etc. Partial fulfilment of an order may be subject to delivery and may be invoiced separately by NM.

3.9 NM's measuring and inspection instruments are checked against relevant standards and, if applicable, calibrated. Weights of class III are used according to the Regulation of the Minister of Economy of 31 January 2008 concerning the requirements to be met by non-automatic weighing instruments and the detailed scope of verifications performed during legal metrological inspection of

these measuring instruments (Journal of Laws No. 26 of 18 February 2008).

3.10 NM indicates that the products sold may have certain defects or imperfections within the limits defined by relevant norms. These do not constitute grounds for classifying them as defects and holding NM responsible for non-performance or improper performance of the contract.

3.11 For laser cutting services, sharp corners depicted in the drawing are typically rounded with a radius of 0.5 to 3 mm in the cutting technology preparation process. Any other corner finishes must be specified in the order.

3.12 If the material is delivered on pallets, NM may request the Buyer to return the pallet. If a pallet is returned, NM will issue a correction invoice for the after-sales discount (bonus). The amount of the after-sales bonus is set by NM and specified in a document available on the website or sent to the Buyer on request. The deadline for returning pallets is 60 days from the date of sale. NM will organize collection of returned pallets on its own terms. If, at NM's request, a pallet is not returned due to circumstances beyond NM's control, a contractual penalty of PLN 50 per pallet may be payable by the Buyer.

#### **§4. Complaints and Returns**

4.1 The Buyer is obliged to examine the goods for quantity and quality at the time of receipt, or lose the right to claim those issues later.

4.2 In case quality and/or quantity discrepancies are identified upon receipt, the Buyer must note this on the copy of the delivery document for NM and immediately, but no later than one working day after delivery, on pain of forfeiting the right to invoke those circumstances inform NM in writing of the discrepancies. If it is impossible to check the quality upon material receipt, the Buyer must check it immediately after receipt and notify NM of the defects found, but no later than three days after receipt.

4.3 Unless otherwise agreed NM guarantees the quality of the material limited to one side of the surface of the ordered material. The other side of the surface may have scratches, discolouration, blemishes etc. resulting from the technological process. In the case of laser cut elements, scratches from grates, chipping and other marks may occur on the B-side in particular. NM does not guarantee the flatness of laser-cut parts. In the case of orders for coils, where nothing else is specified, it is assumed that the first and last 5 meters of the coil may have manufacturing defects due to technological processes. In the case of an order for ground and/or filmed coils, if not otherwise specified, it is assumed that the first 5 meters and the last 14 meters are without film, grinding.

4.4 NM accepts no responsibility for errors in customer documentation, in particular differences between pdf and dxf files. In this case, the order is executed on the basis of the dxf file.

4.5 If dxf files were not provided for the preparation of the offer then this must be indicated when submitting the offer.

4.6 If no manufacturing tolerance is indicated for bent components, NM will adopt the tolerance according to ISO 2768-v.

4.7 For reasons arising from the machining process, in the case of bending, NM reserves the possibility of imprints/scratches from the press brake tools.

4.8 If the bending is to be carried out on a non-marking die or on a special bending film, the Buyer is obliged to inform about this at the enquiry stage.

4.9 It is a prerequisite for the processing of a claim that the product is unambiguously traceable in a way confirming its origin from the NM, as well as an accurate description of the defect/deficiency and the submission of evidence to support the existence of the defect/deficiency.

4.10 If latent defects in the product are discovered, the Buyer is obliged to make a complaint in writing immediately, but no later than within 3 working days of the discovery of the defects. Latent defects may be reported up to 6 months after delivery of the goods.

4.11 NM's liability with regard to the quality of the film used to protect the goods sold, in particular with regard to its adhesion, is limited to 6 months after the sale of the goods.

4.12 The product questioned by the Buyer, pending the submission of a claim report by NM, should be:

- available to NM in a form that allows for visual inspection and testing,
- protected from further processing or loss of value.

4.13 The return of a questioned product requires NM's prior consent and can only take place on the basis of a return form provided by NM. Acceptance of the returned product is conditional on the product remaining traceable, i.e. it is necessary to demonstrate that the product originated from NM, NM's rating or labels need to be retained. If a return is made without prior approval, NM has the right to refuse to accept the returned goods.

4.14 The returned product should be protected for the duration of storage and transport to prevent further loss of value.

4.15 The product returned to NM is subject to quantitative and qualitative inspection. NM reserves the right to refuse to accept the returned product in the event that the product is found to be damaged to a degree different from that indicated in the complaint.

4.16 A quantitative and/or qualitative challenge to some or all of the products shall not entitle the Buyer to withhold payment for the deliveries made and/or services provided.

4.17 NM accepts no responsibility for the quality and characteristics of material sold as not fully valuable (grade II, scrap).

4.18 The seller is relieved of any liability under the statutory warranty.

4.19 NM's liability shall be limited exclusively to damages incurred as a result of its gross negligence or willful misconduct. The amount of damages is limited to the value of the defective goods. The above stipulation is without prejudice to other provisions governing the liability of the seller.

4.20 NM is not liable for indirect and/or direct damage and losses including loss of potential profits, revenues, production volumes, etc.

## **§5. Payments and other settlements**

5.1 Invoices issued by NM are payable by the date indicated on the invoice. The day of payment is the day on which NM's account is credited.

5.2 In the event of a delay in payment on the part of the Buyer, NM reserves the right, in its favour, to withhold the delivery of the ordered goods and/or the provision of the ordered services until the

obstacle of the delay in payment has been removed. NM further reserves the right to withdraw from the contract or to withhold deliveries or services in the event of a reduction or cancellation of the insurance limit granted by the receivables Insurer, to the extent that this makes it impossible to fulfil the orders placed. In the aforementioned cases (late payment and/or reduction/cancellation of the insurance limit), NM has the right to require the customer to make payment for the value of the remaining material to be delivered and/or the service to be provided, prior to their execution/delivery. NM shall not be liable to the Buyer for damages in the event of withdrawal from the contract and/or withholding of the delivery or provision of services for the reasons set out in this section.

5.3 In the event that a product and/or service is ordered by the Buyer and its collection is subsequently delayed, NM has the right to charge a contractual penalty equal to 1% of the gross order value calculated for each day of delay. The amount of the contractual penalty is limited to the gross order value.

5.4 The above provisions do not deprive NM of its right to claim compensation in excess of the contractual penalties under the general rules.

5.5 NM reserves the right to assign claims it has against the customer, in particular to assign claims in connection with the insurance of the transaction in question. Provisions in the customer's general terms and conditions excluding or limiting this right are not binding on NM.

## **§6. Miscellaneous**

6.1 Legal relations with the Buyer shall be governed exclusively by Polish law. Any disputes arising from the execution of the contract shall be settled before the court having jurisdiction over NM's registered office.

6.2 The assignment of the Buyer's rights against NM without NM's written consent is not permitted.

6.2 NM reserves ownership of the sold item until the price has been paid in full.

6.3 Should individual clauses of the GTCSD be legally ineffective or invalid, the remaining provisions and the orders executed on the basis thereof shall remain valid. The Parties shall endeavour to agree on an effective provision replacing the ineffective or invalid provision, whereby it shall reflect its meaning and intent as closely as possible.

6.4 By concluding the contract, the buyer accepts the GTCSD and consents to the processing of his personal data by NM for the purpose of fulfilling the order, as well as for marketing purposes related to its activities.

6.5 The purchaser shall be entitled to all data protection rights in accordance with the provisions of the relevant legislation, in particular the right to access his/her own personal data.

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