

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§1. General provisions

1.1 The present document sets the rules and principles of sale and delivery of goods and services offered by NOVA METALE SP. Z O.O.

1.2 Definitions applied in the General Terms and Conditions of Sale and Delivery of NOVA METALE SP. Z O.O.:

GTCS D – General Terms and Conditions of Sale and Delivery of NOVA METALE SP. Z O.O. company

NT – NOVA METALE SP. Z O.O. with the registered office in Ostaszewo

Buyer / Client – every legal person, natural person as well as an organizational unit w/o the status of a legal person which/who submitted to NM a commercial enquiry or order concerning goods and services offered by NM,

Sales enquiry – every type of statement by which the Client intends to obtain information if and under what terms and conditions a service or delivery (sale) of products and services can be effected.

Quotation – any information specifying the terms and conditions of a future order, but not considered as an offer in the meaning of the regulations of Civil Code, i.e. requiring a final review and confirmation of all terms and conditions by NM (with regard to specific quantities, deadlines, and other requirements)

Order / contract – a written statement made by the Buyer for NOVA METALE SP. Z O.O. including any essential items of a contract of sale, in particular the type of product, quantity and its price.

Special product – a product which according to NM requires a special production process (e.g. it has untypical dimensions, requires special processing) or commercial transactions (e.g. purchase of material by NM) in order to meet a client's individual requirements. NM further reserves the right to apply this term with reference to other products delivered which, from NM's point of view, involve a significant commercial risk.

Technical specification – technical documentation of the Buyer/Client containing technical requirements, including in particular dimensional tolerances, surface types, packaging methods, and intended use of the ordered goods. The document should be enclosed with sales inquiry.

Material standard – a document with technical terms and conditions for deliveries of the products offered by NM developed and approved by CEN (the European Committee for Standardization) and recognized as a European Standard applicable in all EU member states.

Hidden defect – a product defect which, notwithstanding all due diligence, cannot be detected upon acceptance of delivery; quantity shortages and defects of form or surface with no film cover are not hidden defects

1.3 The GTCS D are publicly available online at www.nova-metale.pl By executing a contract, you accept these GTCS D.

1.4 The GTCS D constitute an integral part of the contract. All and any exceptions or changes to the terms and conditions of the GTCS D shall be null and void unless made with a written consent of the parties.

1.5 The exceptions or changes referred to under §1. section 1.4 shall apply on a one-time basis to a given commercial transaction, unless otherwise agreed in writing under pain of invalidity.



§2. Quotations and orders

2.1 Subject of quotations and orders

2.1.1 A sales contract is executed after NM has reviewed and accepted the order and the technical specification (in case of special products).

2.1.2 The buyer can place an order by sending it via email to the specified e-mail address of a NM sales department operative.

2.1.3 Failure to give a reply to an order placed by the Buyer shall not be deemed as an implied acceptance of the offer to execute a contract, unless NM starts performing it .

2.1.4 Unless the order / contract specifies the quality requirements for a product or service or unless a technical specification has been provided, it is assumed that the products and tolerances need to comply with the applicable material standards.

2.1.5 Upon accepting an order/ executing a contract, NM undertakes to deliver products or services according to the Buyer's order. NM is not liable for suitability of the product ordered for the application intended by the Buyer or his contractors.

2.1.6 Due to the nature of the products on offer, in completing any order NM reserves the right to a quantity (kg) accuracy margin of

- +/- 10% for coils

- +/- 5% for sheets.

2.1.7 Unless the order / contract specifies otherwise, product is prepared and packed according to internal NM standards or according to a manufacturer's technological standard.

2.1.8 Unless it is agreed otherwise, the delivery date shall be any working day of the week of the specified number.

2.1.9 For the avoidance of doubt, any announcements, advertisements, price lists, standards, samples and other information for the public or individuals shall not be understood as an offer but as an invitation to a contract.

2.1.10 Unless the order specifies otherwise, the price of flat products is determined based on the actual weight of goods, except for flat products in sheets, which are priced based on theoretical weight calculated with the following densities taken into account:

- for aluminium sheet the density is – 2.7 g/cm³

- for stainless steel sheet the density is – 8.0 g/cm³.

2.2. Prices and payment terms

2.2.1 Unless explicitly stated otherwise, the prices of products quoted by NM in the quotation are exclusive of VAT. VAT shall be added at the rate applicable under the legal regulations in force.

2.2.2 The costs and method of delivery of products and additional services to the Buyer shall be agreed individually upon order acceptance. If no arrangements are made in this respect, it is assumed that products are collected at the registered office of NM.

2.2.3 If as a result of a mutual written agreement concerning amendments to an accepted order the contractual subject matter and/or quantity or any other terms and conditions thereof are changed, NM reserves the right to change the price of the subject matter of the contract concerned.

2.2.4 The value of the product sold is determined based on the price used in the quotation or order / contract and the product quantity given in a measurement unit constituting the basis of settlement.



2.3. Certificates and other documents

2.3.1 If it is so agreed in the order / contract or a technical specification, NM shall produce certificates and other documents agreed in writing.

2.3.2 Unless otherwise decided in the order / contract, the agreed documents shall be sent via email after delivery.

2.3.2 Unless the parties agree otherwise, a fee is charged by NM for issuing the 3.1 certificates.

§3. Order execution

3.1 Unless agreed otherwise, the Buyer shall collect the ordered articles immediately after being notified of their readiness for collection. In the event of any delay in collection, storage costs may be charged to the Buyer, without prejudice to any other rights to which NM is entitled. The storage may be assigned to an external provider (third party) at the Buyer's cost and risk.

3.2 The following rules apply to any delivery transport arranged by NM:

a. the Buyer guarantees that the access roads to the unloading site are suitable for a wheeled vehicle (driving in and out) of the permissible maximum mass of 42 t, length 17 m and height 4 m; the Buyer shall notify NM of any difficulties or deviations in this respect in writing upon order placement accepting at the same time any delay in delivery resulting therefrom. If the difficulties or deviations concerning the foregoing are significant and actually prevent the transfer of goods or make it considerably difficult, the Buyer bears the risk and cost of any modification/conversion in this respect.

b. Any delivery completed within 3 working days of the confirmed deadline is deemed completed as scheduled.

c. The Buyer shall provide all the facilities and means necessary for immediate unloading of the vehicle; NM may charge the costs of any unreasonable demurrage to the Buyer.

d. The Buyer is responsible for unloading; NM shall not be liable for any damages caused during unloading.

3.3 If no specific arrangements are made in the order, NM has the right to choose the carrier.

3.4 The Buyer shall ensure the collection/acceptance is carried out by an authorized representative, who will confirm the collection/acceptance with a legible signature and produce his/her ID, if necessary.

3.5 NM shall make every effort to ensure the product is properly packed. NM warrants no surface free from scratches in case of orders for sheet with no paper interleaving or film protection. Standard packaging materials are non-returnable and are free from extra charges, except for pallets. NM may charge a deposit for any returnable pallets in an amount agreed with the Buyer.

3.6 The requirements with respect to any non-standard packaging, security measures or marking and any costs related thereto shall be agreed in writing only or shall be null and void and any arrangements in this respect must be made upon order acceptance at the latest.

3.7 NM shall not be liable for any delays in order execution and the order completion deadline shall be extended by the duration of any obstacles occurring as a result of any circumstance beyond the control of the parties, most notably late delivery of materials by NM suppliers, Force Majeure, unforeseeable interference in the NM operations, etc. NM can deliver and invoice separately any partially completed order.

3.8 The monitoring and measuring instruments used by NM are checked against relevant standards and verified if necessary. Class III scales are used under the Regulation of Minister of Economy of 31 January 2008 on requirements for non-automatic scales and detailed range of tests performed during legal metrological verification of these measuring instruments (Journal of Laws no. 26 of 18 February 2008).

3.9 NM points out that in case of the products sold the occurrence of some defects and faults in the products cannot be completely excluded as specified in applicable material standards.



3.10 Where the weight of the sheet ordered (covering a single NM warehouse stock ID) does not exceed 150 kg, a surcharge of net PLN 150 or 50 EUR shall be added to the item price to cover additional costs of repacking of the goods.

§4. Complaints and return of products

4.1 The Buyer shall inspect products with regard to quantity and quality upon their acceptance.

4.2 Unless agreed otherwise, NM's liability for material quality is limited to one side of the surface of the ordered material. On the other side of the surface there can be scratches, discolouration, stains, etc. caused as a result of the technological process. In case of orders for flat products in coils, especially polished or film-coated ones, it is understood that the initial 5 meters and the final 14 meters have no film or polish and can have some scratches resulting from the technological process. In case of laser-cut items, side B can have scratches caused by the grates as well as splinters and other marks. NM guarantees no flatness of laser-cut items.

4.3 It is a prerequisite for processing of any complaint to guarantee a clear and unambiguous identification and traceability of a given product confirming its NM origin as well as a detailed description of the defect / shortage along with evidence supporting the occurrence of the defect / shortage such as digital photographs or results of tests/measurements as relevant for a given complaint. The Buyer's complaints are processed based on material standards, Client's technical specifications approved by NM and the agreed terms and conditions of order.

4.4 Should any qualitative or quantitative non-compliance be discovered on acceptance of delivery, the Buyer shall make a corresponding record on a copy of delivery document for NM and shall immediately, not later than within 3 working days of the delivery date, notify NM in writing of the non-compliance discovered. If it is impossible to test the quality on acceptance of the material, the Buyer shall verify the quality immediately after acceptance, but not later than 3 days of the acceptance date, and notify NM of any defects discovered.

4.5 Should any hidden defects be found in the products, the Buyer is under obligation to immediately file a complaint in writing, not later than within 5 working days of discovering the defects. Any hidden defects can be notified up to 1 year of the sale date.

4.6 The liability of NM with regard to the quality of the protective film used on the products sold, especially with regard to its adhesion, is limited to 6 months of the product sale date.

4.7 Until a written complaint report is produced by NM, the products covered by the Buyer's complaint should be:

- a. available to NM for inspection and tests,
- b. protected against further processing/treatment or loss of value.

4.8 For any products covered by a complaint to be returned it is necessary to obtain a prior written approval from NM and complete a return form provided by NM. In order to be accepted the products returned need to be traceable, i.e. it needs to be demonstrated that the product concerned is from NM, and need to retain the NM marking or labels.

4.9 The products returned should be protected against further loss of value, i.e. in case of sheets: packed on an NM pallet, protected with suitable interleaving and cardboard corner protectors (which are used in delivery) and properly fastened with plastic bands; in case of long products: secured in the same way as when delivered from NM, including fastening with plastic bands.

4.10 The products returned to NM are subject to quantitative and qualitative inspection. NM reserves the right to refuse to accept the returned product if it is discovered that the extent of the product damages differs from the complaint notification.

4.11 Any quantitative and/or qualitative complaints with regard to some or all products do not give the Buyer the right to withhold payments for deliveries made or services rendered.

4.12 NM shall not be liable for the quality and properties of the material sold as sub-standard products (inferior quality, scrap).

4.13 For laser cutting service, the corners shown on drawings as sharp are by default rounded in the cutting preparation process with a radius R of 0.5 to 3mm. Any other finish to the corners needs to be noted on the order.



§5. Payments and other settlements

5.1 Invoices made out by NM are payable on the due date indicated on each invoice. The payment date shall be the date on which the amount paid is credited to the account of NM.

5.2 If the Buyer is late with any payment, NM reserves the right to withhold deliveries or services until the obstacle is eliminated. NM also reserves the right to withdraw from the contract or withhold deliveries or services in the event the insurance limit granted by the Insurer with reference to any receivables is reduced or cancelled so that it is impossible to complete the orders placed with NM. In the above cases (delay in payment and/or reduced/cancelled insurance limit), NM has the right to request the client to make an advance payment corresponding to the value of the material or service still to be delivered or rendered. NM shall not be liable for any compensation to the Buyer in the event of withdrawal from the contract and/or withholding of deliveries or services for reasons specified in this clause.

5.3 If the Buyer fails to collect any ordered products on the agreed date, NM has the right to charge a contractual penalty in the amount equal to 1% of the order gross value for each day of delay.

5.4 In case of an order for special products, NM may require a Buyer's written confirmation of the terms and conditions of the order as well as a Buyer's declaration that the products will be collected on the agreed date. If the products are not collected on the agreed date, the Buyer may be charged not only with the contractual penalty set forth under §5 item 3, but also with any storage costs resulting therefrom.

5.5 The above provisions are without prejudice to the right of NM to claim damages under applicable law exceeding the contractual penalties.

5.6 NM reserves the right to transfer any receivables it is entitled to from a client, in particular to transfer any receivables in connection with any insurance for a given transaction. Any provisions of the general terms and conditions of the client which exclude or limit this right are not binding on NM.

§6. Other provisions

6.1 The legal relations with the Buyer shall be governed by Polish law only. All and any disputes arising out of contract execution shall be settled by a court competent for the registered office of NM.

6.2 No rights under any contract with NM shall be assigned to a third party without a written approval from NM.

6.3 NM retains the title to any articles sold until the price has been paid in full.

6.4 If any individual provisions of the GTCSD are found legally ineffective or invalid, the other provisions and any orders executed under the provisions shall be legally effective and binding. The parties shall make efforts to agree on an effective provision replacing the ineffective or invalid one which will be closest to its original meaning and intentions.

6.5 Upon entering a contract, the Buyer accepts the GTCSD and agrees to having his personal data processed by NM for the purpose of order performance and for marketing purposes related to his activities.

6.6 The Buyer is entitled to all the rights under the regulations of Personal Data Protection most notably to the right of access to his own personal data.

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