

General terms and conditions of sale of Huta Zabrze S.A. (GT&CS)

1. The sale of goods made by Huta Zabrze S.A. in Zabrze (hereinafter: Seller) is preceded by an order placed by the Purchaser and acceptance of the order for execution by the Seller, which takes place at the time of written confirmation or by concluding an contract (hereinafter collectively: Contract). The conclusion and amendment of the Contract shall be in writing form (document form).

2. If, in the process of execution of the Contract, the Purchaser intends to make changes to the terms of the Contract, the Seller shall have the right to change the terms of sale, in particular with regard to the completion date and prices. The Purchaser shall submit to the Seller, in writing form proposals for changes with explanations. Any changes to the terms and conditions of the Contract shall require the Seller's approval and amendment of the Contract in accordance with the procedure described in sec. 1 GT&CS.

3. The Seller has the right to withdraw from the Contract in a situation where the Purchaser intends to make changes in the terms of the Contract that will make its realization impossible due to the lack of production, technological capabilities of the Seller. In the situation described in the preceding sentence, the Seller may charge the Purchaser with all the costs of the execution of the order until it is stopped, and the partially produced goods will be left at the disposal of the Purchaser, which is obliged to collect them in accordance with the rules set forth in sec. 5 GT&CS.

4. If the Purchaser withdraws from the Contract for reasons not attributable to the Seller, the Purchaser shall be obliged to pay the Seller a contractual penalty in the amount of 20% of the net value of the subject matter of the Contract and to reimburse the equivalent of all costs incurred by the Seller up to the moment of withdrawal, including, in particular, costs resulting from orders placed, investments in increasing production capacity.

5. Written notification to the Purchaser of the completion of the Contract obligates the Purchaser to collect the goods within 7 days from the date of notification, unless otherwise specified in the Contract. Exceeding this deadline entitles the Seller either to deliver the goods to the Purchaser at its expense or to charge the Purchaser with storage costs in the amount of 1% of the net value of the uncollected goods for each day of delay in collection, starting from the 15th day from the date of placing the goods at the disposal of the Purchaser.

6. If the Purchaser has not collected the goods on the date specified by the Seller or on the date specified in the Contract, the risk of loss and damage to the goods shall pass to the Purchaser at the end of the last day of collection.

7. The Purchaser's noncompliance with the terms and conditions of the Contract, in particular payment on time, shall entitle the Seller to unilaterally withdraw from the Contract. The declaration of withdrawal from the Contract will be preceded by a request to the the Purchaser to refrain from violating the Contract.

8. In the event of delay in payment, the Seller shall have the right to stop the release of goods to the Purchaser until the payment of overdue amounts, of which the Purchaser shall be notified in advance. Delays in the realization of the order by the Seller, for reasons described in the preceding sentence, shall not be the basis for any claim by the Purchaser against the Seller for failure to meet the completion date, unless the contract provides otherwise.

9. The Purchaser shall take over the goods on the terms of delivery ex Huta Zabrze - Machine Building Plant or Foundry Plant, unless the terms of the Contract provide otherwise. The Purchaser assumes responsibility for the goods at the time of receipt of the goods.

10. Title to the subject matter of the Contract shall pass to the Purchaser upon payment in full of the amount due for the goods..

11. Failure to deliver all of the ordered goods by the agreed date shall not be a basis for refusal of their subsequent acceptance by the Purchaser. Within the limits described in the GT&CS, the Seller shall be liable for delay in realization of the subject of the contract only if the delivery of the goods is delayed through his sole fault.

12. In the case of damage exceeding the value of the stipulated contractual penalties, the Seller may seek compensation under the general rules.

13. The Seller shall not be liable for nonexecution or improper execution of the Contract in whole or in part if circumstances of "force majeure" occur. Force majeure is considered to be such an external event that a party could not, with due care, foresee or prevent, and which makes the execution of the Contract partially or completely impossible, such as war, fire, strike, embargo, earthquake, equipment failures not resulting from improper maintenance, regional shortages of raw materials.

14. The Purchaser shall pay the price of the goods within the period indicated in the invoice issued by the Seller.

15. Payment shall be considered to have been made at the time of receipt of payment funds into the Seller's bank account by electronic transfer specifying the number of the invoice to which the payment relates.

16. The Purchaser shall not have the right to set off any receivables against the Purchaser's payment liabilities under the Contracts concluded between the Parties.

17. The Purchaser shall confirm the fact of acceptance of the delivery with the signature of an authorized person and stamp on the delivery document and provide this document to the Seller. In the event that the Purchaser refuses or unreasonably refrains from

confirming the fact of acceptance of the delivery, the Seller shall be entitled to issue an one-sided acceptance protocol binding on both Contract Parties.

18. The Seller shall provide a quality guarantee for the execution of the subject of the Contract in accordance with the technical documentation submitted by the Purchaser for a period of 12 months, starting from the date of receipt of the goods by the Purchaser or, if the goods are not received in time, from the date on which the Purchaser should receive the goods.

19. The period of the granted quality guarantee may be longer or shorter only if the Parties agree on a different term in the Contract.

20. Any repairs or modifications made to the subject matter of the Contract during the warranty period by the Purchaser on its own or through third parties will nullify the quality warranty.

21. Components, subject to normal wear and tear during their exploitation, are not subject to the quality warranty provided by the Seller.

22. The Buyer shall be obliged to inspect the goods immediately after their receipt. The Purchaser shall be obliged to report any defects in the goods without unnecessary delay as soon as they are detected, under sanction of losing the rights to claim defects in the goods, whereas: a) visible defects such as quantity shortage, surface defects, incorrect dimensions, packing defects, etc., - no later than 48 hours after receipt of the goods; b) hidden defects within 72 hours after the defect becomes apparent. If the sale concerns castings, internal defects such as air bubbles, gassings, sand contamination, shrinkage cavities and cast steel lumps detected during the machining process, the Purchaser is obliged to submit to the Seller immediately after their detection without allowing further machining of the castings. This will ensure that the castings can be repaired or replacement castings can be supplied without the Purchaser incurring the cost of making a complete machining process.

23. The claim should be submitted in writing form and should include the Contract number, the subject of the Contract and a detailed description of the reasons for the claim with photographic documentation, if possible. The Seller shall consider the substantiation of the claim within 14 days from the date of submission. The Seller has the right, for legitimate reasons, to extend the deadline for processing the complaint by informing the Purchaser of the new deadline.

24. In the case that the Purchaser submits a claim, the quality guarantee period shall be extended by the time from the date of the submitted claim until the date of completion of the repair only if the complaint is justified.

25. In addition to the warranty described in these GT&CS, the Seller shall not provide the Purchaser with any other warranties and shall not be liable to the Purchaser for defects in the goods for any other tittle. The Seller's liability under the warranty for physical defects is excluded.

26. The method and time limit for removal of defects as a result of a legitimated complaint will be agreed between the Seller and the Purchaser. However, in any case, defects will be removed within a period of time that allows for their removal due to the nature of possible defects and damage.

27. In the case where the subject of the Contract is the processing of material entrusted by the Purchaser, such material shall be delivered by the Purchaser within the time limit specified in the Contract, together with the relevant approvals and a delivery report, confirming the compliance of the delivery with the subject of the Contract. If the material and the above mentioned documents are not delivered by the agreed date, the Purchaser shall lose the right to any claims against the Seller for defects arising during processing and delays in the execution of the Contract, including the right to claim.

28. If during the realization of the service on the entrusted material, material defects such as cracks, material inclusions, etc. occur, making further processing impossible, the Seller shall inform the Purchaser of the stoppage of machining and charge the Purchaser for the cost of technological operations that were carried out until the time of appearance of these defects.

29. Submission of a quality complaint does not relieve the Purchaser from the obligation to on time payment for the goods received.

30. The Seller shall not be liable for any costs of the Purchaser, including in particular, no liability for costs of lost production, etc. The Seller's liability for defects in the goods shall be limited in each case to the amount of the defective part of the subject of the Contract.

31. The Purchaser may not transfer the rights and obligations under the Contract to another entity without the prior written consent of the Seller.

32. Polish law shall apply to all Contracts of which these GT&CS are an integral part, unless otherwise agreed in writing form. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods is excluded.

33. Any disputes between the Parties arising out of the Contracts shall be settled by a common court having jurisdiction over the Seller's registered office.

34. The Seller shall have the right to amend these GT&CS at any time, without giving any reason..

35. These GT&CS shall be effective as of 20.02.2024.