



GENERAL TERMS AND CONDITIONS OF SALES

MFO S.A. with its registered office in Kożuszki-Parcel

the version applicable from 01.10.2020

MFO S.A.
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1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sales (hereinafter referred to as the GTCS) stipulate the terms for concluding and implementing sales contracts at MFO S.A., Kożuszki-Parcel 70A, 96-500 Sochaczew.
- 1.2. The General Terms and Conditions of Sales are available in the registered office of MFO S.A. and are published on the website: www.mfo.pl.
- 1.3. The subject matter of the GTCS are cold-bent galvanised steel profile sections and cold-bent non-galvanised steel profile sections. The profile sections are manufactured in the standard lengths. On the customer's request, it is possible to deliver profile sections in the non-standard lengths and cut profile sections to size. The method of packing and labelling the profile sections is standard and in conformity with the requirements of the Polish Standards and the legal provisions. The customised method of packing and labelling the profile sections agreed for the customer is possible upon approving each time by the MFO and must be reflected in the offer.
- 1.4. The purchaser is obliged to read the provisions of the GTCS prior to the final agreeing all the essential elements of the contract, at the latest at the moment of accepting the offer or concluding the contract. In case when the Purchasing Party accepts a proposal of price and concludes the contract, the GTCS shall be components of the contract, even if they are not physically enclosed to the offer or price proposal, and the Purchasing Party declares that they are known to them and accepted by the Purchasing Party for an application.
- 1.5. The GTCS constitute an integral part of the contract and shall be binding on the Parties in the wording as below, unless amendments or exclusions of these terms and conditions are agreed in the written form by the Parties in a separate contract, otherwise being null and void. In this case, the contract provisions shall prevail. The conclusion of a separate sales contract or a framework contract excludes the application of these terms and conditions solely and exclusively to the extent regulated in it in the different manner. These GTCS shall apply to the extent not regulated in the aforementioned contracts.
- 1.6. Any other regulations contained in the orders placed by the Purchasing Party and the general terms and conditions of the contract applied by the Purchasing Party shall not apply, unless the Selling Party expressly agrees to their application in the manner that is explicit and beyond any doubts.
- 1.7. These GTCS should be treated as an objection to the terms and conditions stipulated unilaterally by the Purchasing Party.
- 1.8. The terms non-compliant with the provisions of the GTCS shall not be binding on the Selling Party, even if they have not been explicitly negated by the latter. Such terms are binding on the Selling Party, provided that the latter agrees in the written form to differently regulate the mutual

rights and obligations of the Parties. Errors and obvious mistakes do not bind the Parties. In particular, it is excluded to accept any "General Purchase Terms and Conditions" of the Purchasing Party, or other terms and conditions or documents of a similar nature by signing the order confirmation by the Selling Party or any other documents resulting from these terms and conditions. Any typographical or other errors or other unintentional omissions in the promotional materials, Offer, price list, Order Confirmation of order acceptance, invoice or other document or information issued by the Selling Party shall be corrected without any liability by the latter. In case where the Purchasing Party has a suspicion that the Selling Party has made an error or omission referred to in the preceding sentence, it should promptly ask the Selling Party for an explanation.

- 1.9.** The Rights and Obligations under the contract may not be assigned to third parties. The Selling Party reserves the right to amend these General Terms and Conditions of Sales.
- 1.10.** Any amendment to the provisions included in the GTCS requires a publication of an amended version on the website www.mfo.pl along with sending the information via E-mail to the Purchasing Party, otherwise shall be null and void and shall fail to enter into force. The amendment to the GTCS gives the Purchasing Party the right to submit a declaration of termination of the contract by notice with effect on the date of entry into force of the new GTCS, however, the Orders accepted for implementation by the Selling Party during a period of validity of the current GTCS shall be performed under the current terms. The declaration of the Purchasing Party should be submitted in the written form within 3 days from the date of receipt of the information about the amendment to the GTCS.

2. DEFINITIONS

The terms used in these General Terms and Conditions of Sales shall have the following meanings:

- A.** Selling Party/MFO – MFO S.A.
- B.** Purchasing Party/Counterparty - an entity that is the other party to the sales contract.
- C.** Parties - the Selling Party and the Purchasing Party.
- D.** Trader/Sales Representative - an employee representing MFO, dedicated to commercial service and maintaining contacts with the Purchasing Party.
- E.** Offer – a commercial offer specifying the purchase terms under which the Selling Party undertakes to deliver the Goods to the Purchasing Party. Any catalogues, advertising folders, price lists, announcements and publications of the Selling Party do not constitute an offer within the meaning of Art. 66 of the Civil Code.
- F.** Goods – commodities and services sold by MFO as a part of a contract with the counterparty.
- G.** Order - a declaration of will of the Purchasing Party to purchase the Goods of the Selling Party assigned in an unambiguous and legible form to the hands of authorised Traders or via e-mail or postal services.
- H.** Confirmation of Order - a declaration of will of the Selling Party in respect of its will to sell the Goods to the Purchasing Party submitted in the electronic form or by postal services, constituting a response to the Order.
- I.** Delivery - each delivery to the target location stipulated by the Purchasing Party in the Contract or an issuance of the Goods at the disposal of the

latter or a carrier indicated by the Purchasing Party at the production plant of the Selling Party.

- J. Complaint - a notification of a defect compliant with a procedure in the written form submitted by the Purchasing Party to the Seller, in order to exercise the rights under the warranty vested in the Purchasing Party.
- K. GTCS - General Terms and Conditions of Sales of MFO stipulated in this document.

3. OFFER

- 3.1. The offer drawn up and serviced to the Purchasing Party in the electronic form or by postal services is binding on the Selling Party, that remains bound by it within a period specified in the Offer. In case when a validity period is not set out in the offer, it is assumed that it is of 14 days from a date of its servicing to the Purchasing Party. The offer is applicable in respect of a quantity of goods and deliveries stipulated in the offer.
- 3.2. The offer must be drawn up in the written form and include all agreements made between the parties, in particular concerning deviations from the MFO standards and these GTCS.
- 3.3. The Selling Party reserves the right to suspend or withdraw from the offer without giving any reasons for its decision. The withdrawal from the Sales Offer does not mean a withdrawal from the previously concluded contracts.

4. CONCLUSION OF THE CONTRACT

- 4.1. A basis for the conclusion of the sales contract is the order placed by the Purchasing Party in response to the offer of the Selling Party.
- 4.2. In case of any amendment to the offer or the introduction of reservations to it in the order of the Purchasing Party, the contract shall be concluded only upon a confirmation of the order with the said amendments or reservations by the Selling Party. A lack of a confirmation of such an order is tantamount to the fact that an individual contract has not been concluded. If the Purchasing Party places an order without receiving a prior written offer, the conclusion of the contract requires a written Confirmation of the Order by the Selling Party. A lack of acceptance of the Confirmation of the Order by the Selling Party upon a receipt of the Order or a lack of explicit acceptance by the Selling Party of the modifications made by the Purchasing Party in respect of in the terms and conditions of the Order shall mean a refusal to accept the Order to be executed. In this situation, the Purchasing Party has no right to any claims in respect of the Order sent against the Selling Party. The Confirmation of Order is sent to the Purchasing Party by e-mail, fax or postal services. The aforementioned excludes imposing an obligation to respond to the offer (Order) within a specified period on the Selling Party by the Purchasing Party, otherwise shall it be recognised as accepted. Any comments regarding the order or additional contractual reservations should be agreed in the order and must be approved by the Selling Party. The Parties exclude all possibilities of tacit (implied) conclusion of the contract provided by law.
- 4.3. The Catalogues, Price Lists and advertising materials are of information nature only, even if they have been marked as the "offer" and constitute an encouragement for negotiations.
- 4.4. The sales representatives of MFO act within the limits of their powers of attorney. The Confirmations of Order signed and sent by persons not authorised by the Selling Party are not binding. The Selling Party shall not

be liable for any actions of the Sales Representatives exceeding a scope of the power of attorney granted to them.

- 4.5. For the conclusion of an individual contract or its amendment to be valid, all declarations exchanged between the Parties in this regard should be serviced to the other party in the written form by traditional postal services or e-mail. This provision refers in particular to the offers, orders and confirmations of order. Any agreements, assurances, promises and warranties made in oral form by the Trader in connection with the conclusion of the contract or the submission of the offer are not binding. The Purchasing Party may not rely on a lack of empowerment of persons acting on its behalf and for its account towards the Selling Party and may not evade the consequences of the declarations of will of those persons submitted to the Selling Party, that has accepted them in good faith.
- 4.6. In case when, for reasons beyond a control of the Selling Party and relating to the supplier of a raw material, the Selling Party shall not be able to perform the contract, in whole or in part, the Purchasing Party shall have the right to withdraw from it in whole or in part within 3 months from the conclusion of the contract only after specifying an additional time limit in the written form for the Selling Party. The Selling Party is not responsible and liable for any possible damage caused by it.
- 4.7. These GTCS constitute an integral part of the offer and each concluded Contract.

5. RESERVATION OF OWNERSHIP RIGHT

- 5.1. The Selling Party reserves that the ownership right to the Goods is assigned to the Purchasing Party upon making a full payment of the price (including taxes or other fees related to the performance of the contract).
- 5.2. In case of a failure to make a payment, the Selling Party has the right to promptly pursue its claim in any manner permitted by law, and the Purchasing Party shall be obliged to bear all costs of debt collection incurred by the Selling Party
- 5.3. The Purchasing Party declares that until its entire obligation towards the Selling Party under the Contract is paid, it shall store the Goods at its own expense and risk, ensuring that they are not damaged, lost or subject to any other detriment.
- 5.4. MFO has the right to inspect a condition of the reserved goods at any time and at any place.
- 5.5. If the Purchasing Party is in arrears with making a payment for the goods, the latter is obliged to promptly and unconditionally return the reserved goods in whole to the Selling Party and to enable the Selling Party to have an unlimited access to the place of their storage at any time.
- 5.6. The costs of delivering (returning) the goods to the Selling Party shall be borne by the Purchasing Party.
- 5.7. A request to collect and a collection of the Goods by the Selling Party shall fail to result in - unless the Parties have agreed otherwise - a withdrawal from the delivery contract, but only secures a performance of the obligations of the Purchasing Party towards the Selling Party.
- 5.8. MFO still has the ownership right to the reserved goods upon their processing, combining or mixing. In such a situation, MFO acquires the co-ownership right to a new item resulting from the processing, combination or mixing, according to a value of the reserved goods. The application of the provision of Art. 193 §2 of the Civil Code is excluded.

- 5.9. The Purchasing Party assigns all future claims arising from the sales or processing of the reserved goods to MFO. If, prior to a fully satisfaction of the claims of MFO, the Purchasing Party gets benefits from the disposal of the reserved goods, it is presumed that the collection for the benefit of MFO is made.
- 5.10. If the Ordering Party has become insolvent, the sales of the reserved goods also in the processed condition is prohibited.
- 5.11. The Purchasing Party undertakes not to assign claims assigned to MFO to the third parties. At the time of the reservation of the ownership right to the goods, the Purchasing Party may not assign them for security or in any other way encumber the reserved goods.
- 5.12. If the third parties make any claims in respect of the goods owned by the Selling Party against the Purchasing Party, the latter is obliged to promptly notify the Selling Party of the aforementioned and take all measures to protect the rights of the Selling Party. In case when the aforementioned obligation is neglected, the Purchasing Party is liable for damages towards the Selling Party.
- 5.13. The Purchasing Party is obliged to promptly notify MFO of the seizure of goods, to which MFO has the ownership right together with a copy of the seizure protocol.
- 5.14. The Ordering Party is obliged to insure the reserved goods up to an amount corresponding to their value, and in case of their loss or damage - to assign the rights under the insurance policy to the benefit of the Selling Party.

6. PROTECTION RIGHTS

- 6.1. MFO reserves all ownership rights and copyrights with regard to patents, designs, drawings and other documents that are transferred to the Purchasing Party during the performance of the contract.
- 6.2. Any non-public information, in particular prices, descriptions and any technical documentation that MFO has made available to the Purchasing Party shall be treated as Confidential Information by the latter, including its representatives and persons that use it, and the aforementioned information may not be copied, reproduced or transferred to the third parties without an explicit written consent given by MFO. These documents should solely and exclusively be used to perform the contract.
- 6.3. The Confidential Information/Confidential Documents shall be returned to MFO pursuant to a request of MFO.
- 6.4. The Purchasing Party explicitly recognises all of protective rights vested in MFO and shall not question them in any manner.
- 6.5. The Purchasing Party is liable for any breach of any protective rights vested in MFO.

7. GOODS

- 7.1. The quantity, quality, description and specification of the Goods are stipulated in the Offer or in the Order if the contract has been concluded by accepting the Offer or if the Order has been confirmed.
- 7.2. A basis for the execution of the Order submitted is to receive the Confirmation of Order from the Selling Party, in which the terms and conditions of sales shall be stipulated, at least the agreed price, payment date and shipping address.

- 7.3.** If the goods are to be manufactured according to the special requirements of the Purchasing Party or the Selling Party is to apply the processes according to the specifications provided by the Purchasing Party, the latter declares that the instructions provided by it to the Selling Party do not in any manner infringe any rights of the third parties, in particular intellectual property rights. In case that the manufacturing of the Goods by the Selling Party, according to the instructions of the Purchasing Party, breaches the rights referred to in the preceding sentence, the Purchasing Party shall be obliged to compensate and redress damage suffered by the Selling Party.
- 7.4.** The Orders are accepted by the Selling Party depending on the availability of the Goods.

8. QUALITY AND QUALITY DOCUMENTS

- 8.1.** MFO delivers the Goods on the basis of the appropriate material and quality standards in respect of a concerned type of Goods, as well as on the basis of the technical conditions and factory quality control. The integrated management system compliant with the ISO standards is applicable in MFO.
- 8.2.** The Selling Party undertakes to deliver the attestations, certificates, declarations of conformity or other documents confirming the quality of the raw material to the Purchasing Party free of charge within 14 days from the release of the goods, if such a requirement is specified in the order. The issuance of the documents may also take place by sending them via e-mail in the form of a scan.
- 8.3.** The Selling Party does not verify the technical information contained in the attestations, certificates and other documents confirming the quality of the raw material.
- 8.4.** Any attestations, approvals, certificates, certificates of conformity or other documents, if any, provided by the Selling Party, indicating the quality of the raw material, its parameters and technical properties, do not constitute a confirmation of the data contained therein given by the Selling Party, and thus do not constitute an assurance that the goods manufactured from them fulfil the criteria indicated therein. The provided documents are each time solely and exclusively information given by the Selling Party that the goods, according to a declaration of the raw material manufacturer, have been made according to the criteria stipulated in the documents.
- 8.5.** A failure to reserve any special technical and quality requirements in the Order by the Purchasing Party concerning the specific purpose of the goods, or the use of the goods contrary to their intended use or the improper selection of the functional parameters of the goods - shall burden the Purchasing Party.

9. PRICE

- 9.1.** The price of the product is determined based on the arrangements/price lists in effect on the day of the Order Confirmation, or in a separate Contract.
- 9.2.** The prices specified by the Seller are net prices and shall be increased by the Value Added Tax according to the effective rates.

- 9.3.** All the prices are calculated EXW the MFO warehouse (Incoterms 2010) and by the MFO standards, unless the parties agree otherwise.
- 9.4.** Any rebates, discounts granted by the Seller require individual determinations in writing.
- 9.5.** Unless a separate contract states otherwise, after placing an order and concluding the contract, the prices may change, which shall be notified by the Buyer to the Seller, only when:
- A.** the number, the properties of the items, or other order terms are changed
 - B.** a significant growth in the costs is observed, having an impact on the implementation of the Order
 - C.** if the cost of the Deliveries is covered by the Seller, and the Buyer divides the Deliveries of the Goods into batches different from what is specified in the Bid, and thus they prevent the Seller from performing the Deliveries using the number of vehicles as agreed in the Contract
 - D.** the Buyer makes a significant change in the specification of the products ordered

10. EXECUTION AND CONTRACT DEADLINES

- 10.1.** The deliveries shall be implemented each time on the basis of the orders with stating: the type, the quantity of the goods, the deadline and the place of the deliveries, signed by the persons authorized on behalf of the Buyer. Orders can be submitted by e-mail.
- 10.2.** If the delivery address is different than the Ordering Party's address, the full name (contact phone) of the person authorized by the Ordering Party to receive the goods should be added.
- 10.3.** Upon placing an order, it is recognized that the Buyer has become familiar with the provisions of the OWS (General Terms of Sale), accepts them, and acknowledges their binding nature.
- 10.4.** An order may get cancelled only with the consent of the Seller in writing.
- 10.5.** Any comments concerning an order, including additional determinations, must be approved by the Seller in writing.
- 10.6.** For any "prepayment" type orders, the Buyer undertakes to pay the Seller for the goods based on the pro-forma invoices received. Each order shall be processed after the funds are recognized on the Seller's bank account under the proforma invoice.
- 10.7.** If an advance payment turns out to be lower than the actual amount of the invoice based on the WZ (inventory issue) document for the product loaded, the Buyer shall be obliged to make an extra payment within the final deadline of 3 days from the day of purchasing the goods without being called to pay. In the case of an overpayment, at the Buyer's written request, the Seller shall refund the overpayment amount to the bank account specified or shall credit this amount towards the next transaction.
- 10.8.** Any order placed after 12:00 hrs is considered placed on the following working day. The delivery date is determined by the parties separately.
- 10.9.** The delivery times will be specified by the Seller in the acceptance of the Buyer's order, or in the Seller's offer, but these are estimated deadlines and they are not binding for the Seller. The Seller shall take any effort to make the deliveries within the agreed deadlines, but whether the delivery deadlines are kept or not shall depend on the timely fulfillment of the Buyer's contractual obligations, including the deadline for accepting the offer or submitting a valid order and providing any



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necessary information, making any payments in time, and the Seller's contractors or sub-suppliers fulfilling their liabilities in time, for the Seller to perform their contractual obligations towards the Buyer. Any changes required by the Buyer can result in postponing the deadline of a delivery.

- 10.10.** One pre-condition for a timely delivery is the availability of the goods ordered by the Buyer. In the case of any delay in the performance of an order, MFO is obliged to immediately inform the customer of this.
- 10.11.** The Seller shall not be liable for the failure to perform or any delayed performance, if the non-performance or delay in question is caused by a stoppage in the production process of the Goods.
- 10.12.** In the case of ordering more than a single Item, MFO S.A. may implement the orders for particular Goods on different dates, unless the order implies that it is necessary to implement the order in whole. The Seller also reserves the right to perform partial deliveries.
- 10.13.** In the case of a contract for cooperation in the scope of continuous deliveries/framework contracts, any individual delivery is considered a separate sales contract. The provisions of these contracting terms and conditions apply accordingly.
- 10.14.** The course of the delivery time begins on the day when the Buyer receives the order confirmation or when the advance payment or the down payment agreed upon is paid, depending on the detailed arrangements between the Parties. If the Buyer fails to specify the place for a delivery, the deadline is deemed to be met, if the goods are ready for releasing on the designated day. The costs of storing the goods from this moment until they are handed over shall be borne by the Buyer.
- 10.15.** The completion deadline may be postponed in the case of a force majeure event
- A.** A force majeure event is considered to be any external independent event beyond the parties' control, such as labour disputes, customs, currency and power restrictions, general product shortages, extraordinary decisions of the authorities, and shortages and delays in the completion of orders by the Seller's suppliers, breakdowns in the production plant, road and street blockades, abnormal weather or epidemic conditions, which clearly prevent the Parties from fulfilling their duties, and other circumstances not caused through the fault of any of the parties to the contract.
- B.** The party which refers to the circumstances listed in the item above is obliged to immediately notify the other party in writing of their emergence and their cessation under pain of losing the authorization.
- C.** In situations recognized as a Force Majeure event, MFO bears no liability for the failure to meet the time limit for the delivery. In this situation, the Seller shall be entitled to cancel or suspend the delivery of the Goods. All the Buyer's contractual rights are suspended or expire in the circumstances mentioned in this article. The Buyer is not authorized to any compensations or claims in the case of ending, suspending, or delaying any delivery due to such circumstances. In the case of suspending, or limiting any delivery, the course of the delivery deadline is suspended for the whole or parts of the delivery covered by the suspension until the obstacle ceases. In none of the above mentioned situations shall the Seller be deemed to fail to perform or to perform unduly their duties, or the Buyer entitled to demand any compensation or any contractual penalties.
- 10.16.** The Buyer shall be obliged to collect the quantity of the goods declared in the Contract. In the case of cancelling or delaying the implementation of

any order, the Buyer is obliged to cover all the Seller's costs in this regard, including the manufacturing costs associated with the advancement of the goods' production process.

- 10.17.** If the Buyer fails to collect any Goods in the agreed time specified in the Order Confirmation or to report their readiness to collect the Goods within this time, the Seller, at their own discretion, and with no liability, is entitled to issue the invoice for the sale, storage of the products at the Buyer's risk and to charge the Buyer with the storage costs. If they are stored at the Seller's warehouses, the storage costs amount to PLN 4/1 ton net per each day of storage, starting from the date when the readiness for shipment is reported. The storage costs shall be charged on a separate invoice, and the Buyer commits to accept it without objections. The risk of a deterioration in the product's condition, its accidental destruction, and loss at no fault passes in such a case onto the Buyer.
- 10.18.** If the Buyer confirms their readiness to collect the Goods, and after they are delivered to the place specified, or after the Goods are ready for collecting, they fail to collect the Goods, the Seller has the right to increase the costs specified in the item above by the amount resulting from any additional transport or preparation of the Goods.
- 10.19.** The quantities of the goods specified in the contract may vary by +/-10% from the quantity to be released, due to the quantitative tolerance specified by the Buyer. An order delivered within the aforementioned differences is deemed to be completed. The Buyer is obliged to collect the goods in the actual quantity, which is within the aforementioned quantitative tolerances, and to pay for them the price specified in the Contract.

11. DELIVERY, TRANSPORT, UNLOADING

- 11.1.** Unless the parties have agreed otherwise, the transportation costs are always to be covered by the Buyer, and the Goods are to be delivered based on the EXW or FCA terms, and the Goods are to be handed over at MFO's seat. When transporting on the FCA terms, the Seller, when requested, can organize the transport on behalf of the Buyer, at a price specified in advance. In such a case, the Seller re-invoices the transportation costs to the Buyer on a separate invoice.
- 11.2.** If the parties have agreed that the transportation cost for the products is to be borne by the Seller, the right to choose the carrier is with the Seller alone. In such a case, the costs of delivering to the Buyer and of other additional services are to be determined individually.
- 11.3.** In the case of delivering any goods with the Seller's dedicated means of transport, the Buyer places an order for the logistic minimum or for the value agreed in advance with an employee of the Seller's Sales Department.
- 11.4.** The Seller reserves the right to deliver profiles of the maximum length according to the forwarding agent's/carrier's recommendations and to the capacity of the vehicles being at their disposal, and, first of all, to the commercial justification, namely the profitability of the delivery and transaction.
- 11.5.** In the event of determining any transport terms different than those specified in item 11.1, the risk of the loss of or any damage to the goods passes from the Seller onto the Buyer upon releasing the goods to the Buyer, and when the goods are entrusted to a carrier then upon handing the product over to the carrier, regardless of who incurs the transport

costs and the Incoterms. The Seller does not bear any liability for any shortages and deficiencies within the goods themselves and in their package arising after that moment.

- 11.6.** All the costs related to withdrawing any transport, withholding the Goods at the forwarding agent's, any additional trans-shipments, and other, resulting from the Buyer's decisions or fault, shall be borne by the Buyer regardless of the agreed Incoterms.
- 11.7.** The delivery times begin upon the confirmation of an order by the Seller, and are only binding provided that all the details of the order are specified, and the Buyer's duties fulfilled
- 11.8.** The goods are to be unloaded by the Buyer, free of charge, and this can take no more than 4 hours. If the unloading time stated is exceeded, the Seller has the right to charge the Buyer with the vehicle's stoppage costs at the carrier's rate.
- 11.9.** The Buyer will ensure that the access roads are in proper condition, and also make the entrance to, and the exit from the delivery site available. If truck traffic is zone- and time-restricted, the Buyer is obliged to provide the Seller with permits for their trucks to enter the restricted zone. If the Buyer fails to meet the foregoing obligation, the Seller bears no liability for any delays in processing the order. The failure to fulfill the above mentioned conditions entitles the Seller to charge the Buyer with additional transport and unloading costs.
- 11.10.** The Parties agree that the cost of loading the goods for transport lies with the Seller, and the cost of unloading with the Buyer, regardless of who incurs the transport costs

12. SETTLING THE DELIVERIES

- 12.1.** The date of the delivery in a given respect shall be the date of delivering each batch of the goods together with its delivery documents.
- 12.2.** The settlements for the deliveries shall be made based on the invoices issued by the Seller each time after a delivery.
- 12.3.** The Seller is liable for any physical defects in the products being sold only to the extent and on the terms and conditions as specified in these OWS (General Terms of Sale).
- 12.4.** According to the representation principles binding at their company, the Buyer appoints persons authorized to collect the Goods, and to sign in their name the acceptance confirmation documents.
- 12.5.** The Buyer shall be obliged to examine any goods carefully and thoroughly at their acceptance for their quantity, their compliance with the technical specification as specified in the contract, and for any possible visible defects. The attached documentation of the goods is also subject to control. After the goods are examined, their hand-over document will be signed. Signing the hand-over document is equal to confirming that the parameters specified are in line with the contract and there are no defects that could be detected by carefully examining the goods at the acceptance. The Buyer cannot release themselves from the obligations indicated in this section, and from the effects of the failure to meet them, by referring to the established trade and collection practice. Any failure to meet this obligation releases the Seller from any liability under any claims regarding the quantity, type, and damages in the delivery of the Goods, excluding any hidden defects. The Parties unanimously determine that the sole evidence that any goods delivered do not conform to the order is the respective entry in the delivery document and a written

notification of the above provided to the Seller within the time agreed in item Complaints.

- 12.6.** If the Buyer concludes that any shortage or damage arose during the carriage, they shall undertake any activities necessary to determine the forwarding agent's liability.

13. COMPLAINTS

- 13.1.** The Buyer is obliged to inspect each delivery in quantitative and qualitative terms at the delivery/collection.

13.2. Complaints:

- A.** complaints concerning the quantity shall be reported immediately at unloading, with an annotation entered into the WZ document,
- B.** complaints concerning the quality in the case of visible defects shall be reported immediately at unloading no later than within 2 days counting from the delivery day,
- C.** complaints concerning the quality in the case of hidden defects shall be reported no later than within 30 days counting from the delivery day.

- 13.3.** The complaints should be reported in writing and sent to MFO's seat.

- 13.4.** A complaint submission must include, among others: the name and marking of the product, batch no., production order no., the numbers of the packages being complained against, the number of the products being complained against, a detailed description of the reason for the complaint, WZ document no. Each complaint must include: photographs of the labels, a measurement report if the complaint applies to the dimensions, and photos showing the measurements performed, photos showing the damage, the defects, the fouling, if this applies to the complaint. If necessary, other details necessary to process the complaint should be specified.

- 13.5.** When reporting a complaint concerning the quality, the Buyer is obliged to provide MFO with samples of the goods being complained against.

- 13.6.** In the case of reporting a quality complaint, the Buyer is obliged to make it possible for the Seller to inspect the goods being complained against.

- 13.7.** In the case of an unjustified complaint, the Seller reserves the right to charge the Buyer with any sustained costs of the inspection conducted. A complaint does not cover visible defects that the Buyer could observe with all due diligence – at the moment of issuing the Goods -- including by fulfilling the obligation to collect and examine them, referred to in item 12.5.

- 13.8.** The complaints submitted in a proper way will be processed within 14 days, counting from the day of reporting them. MFO also reserves the right to prolong the above mentioned time limit, if the examination of a claim depends on a research facility's decision.

- 13.9.** In the case of acknowledging a complaint submitted by the Buyer, the further procedure shall be arranged separately.

- 13.10.** A complaint shall be acknowledged in writing, under pain of invalidity, after examining the batch being contested by the Buyer, possibly after an expert's study is prepared. In the case of acknowledging a complaint, the Seller undertakes to replace the defective product with one free from defects at their cost, within the time agreed by the parties. If it is impossible to replace the product or this would involve additional expenses on the Seller's side, the Seller has the right to refuse the replacement of the goods and to refund the corresponding portion of the price back to the Buyer.



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- 13.11.** In the case of collecting the Goods, they will be collected from the Buyer by the forwarder specified by the Seller based on MFO's written order. The Buyer cannot send any Goods back without the Seller's written consent, and they are obliged to store it until the final collection by the forwarder.
- 13.12.** Any complaints submitted in an incorrect manner, and after the aforementioned deadline, and also any baseless complaints, and those resulting from handling a product incorrectly - shall be rejected.
- 13.13.** The wear/rework/processing of any goods being the subject matter of a complaint before the end of the complaint procedure - without MFO's previous written consent, shall result in the expiry of the right to file a complaint.
- 13.14.** The Seller refuses to acknowledge a complaint, when the goods have been used or stored wrongly by the Buyer.
- 13.15.** The Buyer is obliged to store any product being complained against in a proper manner, preventing its damage and any deficiencies, until the final examination of the complaint.
- 13.16.** Initiating a complaint procedure does not release the Buyer from the obligation to pay the price for the goods issued.
- 13.17.** The clause restricting the Seller's entitlement to participate in a complaint procedure: The Buyer shall be obliged to notify MFO Seller of any warranty complaints submitted to the buyer by subsequent buyers under defects in any product delivered by MFO. The notification should take place no later than within 3 working days from the Buyer becoming aware of the defect in the product. The Buyer also commits to admit MFO Seller and their insurer to the complaint procedure, this includes inspecting the defective products visually. Any failure to fulfill the Buyer's duties resulting from this clause may lead to the invalidation of the rights related to the statutory and contractual warranty for the products sold.

14. STORAGE AND STOCKPILING OF GOODS

- 14.1.** The goods should be stored and stockpiled in such a way as not to cause their deformation, kneading and bending. In order to maintain their full properties, the Goods should be additionally protected against the adverse effects of weather conditions, such as changes in air humidity, rain, snow, water vapor, dew and fog. Failure to comply with the condition of proper protection during transport and storage may cause white corrosion spots, for which the Seller does not take responsibility.
- 14.2.** In order to avoid condensation of water vapor on galvanized profiles, it is necessary to:
- D.** lower the temperature in the rooms where the profiles are stockpiled,
 - E.** lower the relative air humidity in the room,
 - F.** stockpile in rooms with ventilation (forced air circulation)
- 14.3.** The storage site for profiles should provide constant temperature conditions and should protect against moisture and / or wetting. Avoid storing the products close to gates, windows, entrances, etc., where there are rapid and frequent changes in the storage conditions, and the material is directly exposed to the external atmosphere.
- 14.4.** Any packages of galvanized profiles packed without plastic separators / spacers should be absolutely unpacked in the place of storage / stockpiling, so that no surfaces of the profiles touch each other. Packing without the above mentioned separators / spacers should only be

considered as transport packing only and cannot be considered as an appropriate storage / stockpiling method.

15. INVOICING AND PAYMENT

- 15.1.** The goods are invoiced after each delivery or after the delivery is confirmed and the goods are presented to the Buyer. Invoices issued by the Seller become due and payable on the date specified in the invoice. The payment date is set individually and is counted from the date of sale. The date of payment is considered to be the day the funds are received on the bank account or to the MFO cash desk. Failure to include the Buyer's order number in the correspondence and the delivery documents shall not constitute grounds for refusing to collect and pay the invoice within the time limit.
- 15.2.** The invoice is also the first request for payment.
- 15.3.** If the agreed payment terms are exceeded, the legal consequences of the delay (non-payment) may be taken without notice.
- 15.4.** In the event that the Buyer fails to make the payment within the set date, the Seller shall be entitled to charge maximum interest on the purchase price for the period from the due date of the claim until the date of the actual receipt of the funds on the Seller's account.
- 15.5.** All payments are monitored by HERMES Polska, which reserves the right to initiate debt collection in the event of late payments to MFO.
- 15.6.** The costs of debt collection are borne by the Buyer. A call for payment sent by MFO entails charging the client with the amount of PLN 20.00 net for the costs of amicable debt collection. The necessity to order the debt collection to the HERMES debt collection office additionally results in a debt collection fee of 4% of the collected amount. Debt collection costs will be charged on the following or a separate invoice, which the Buyer agrees to accept without objection.
- 15.7.** If the Buyer has placed more than one Order with the Seller, the Seller has the right to demand all obligations of the Buyer, regardless of their payment dates, if:
- A.** The Buyer does not fulfill the timely payment of any invoice or other obligation towards the Seller
 - B.** The Buyer will go into bankruptcy or the Buyer will be petitioned for bankruptcy or will be subject to composition proceedings or the Buyer will be factually insolvent.
- 15.8.** If the Buyer is in delay with the payment of one or more amounts due, the Seller may make further orders dependent on the payment of the due amounts.
- 15.9.** The Seller reserves the right to internally determine the credit limit for the buyer, above which the execution of orders will require prepayment. If the granted trade credit limit is exceeded, MFO reserves the right to suspend further deliveries until the required repayment is received or to make the realization of further deliveries dependent on the Buyer providing security for such receivables.
- 15.10.** If the Buyer is late with the payment of one or more amounts due, the Seller may withdraw from the contract with immediate effect. In this situation, all obligations of the Buyer towards the Seller become immediately payable on the day of the Seller's withdrawal from the contract. Withdrawal from the contract will then be treated as a withdrawal for reasons attributable to the Buyer.



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- 15.11.** If the payment of the price was to be made in the form of a prepayment or the Buyer was to make an advance payment, the Buyer's delay with its payment entitles the Seller to withdraw from the contract in whole or in part without an additional call.
- 15.12.** The Buyer is not entitled to settle the payment by offsetting or setting off the contractual receivables with other receivables without the Seller's written consent.
- 15.13.** Any advance payments or prepayments made by the Buyer for future deliveries shall not constitute an advance payment within the meaning of the Civil Code, unless the Seller confirms a specific payment in writing as an advance payment.
- 15.14.** Any complaints do not entitle to withhold payments to the MFO.

16. SUSPENSION OF DELIVERIES, TERMINATION OF THE CONTRACT AND WITHDRAWAL

- 16.1.** The Seller has the right to suspend deliveries resulting from the performance of contracts in the event of:
- A.** Stating that the trade credit limit has been or will be exceeded;
 - B.** Stating that the Buyer's liabilities balance shows no payment for the due (overdue) invoices.
- 16.2.** If the Seller has granted the Buyer a trade credit, he may change or withdraw it at any time. In the absence of a free limit, the Seller has the right to withhold the release of goods from all concluded contracts until the Buyer establishes a security, accepted by the Seller.
- 16.3.** In the cases referred to in the point above, the execution of confirmed contracts may take place only after the Buyer has settled his obligations towards the Seller, at least up to the amount of the trade credit limit granted, or after the payment of all due invoices, or after the required security has been submitted.
- 16.4.** If the delay in receipt or shipment of the goods caused by the Buyer is longer than 30 days, the Seller may freely dispose of the goods, and the Buyer is not entitled to make claims for delayed delivery or non-delivery. The Seller also has the right to demand from the Buyer reimbursement of the costs incurred, including administrative costs, storage of goods and other costs related to the lack of or delay in collection.
- 16.5.** The Seller is entitled to terminate the contract due to the fault of the Buyer in the event that the delivery is suspended due to exhaustion, no credit limit or the Buyer is in delay exceeding 30 days.
- 16.6.** If, as a result of the suspension of deliveries for the reasons mentioned above, during the term of the Agreement, part of the deliveries has not been completed, the consequences of the lack of deliveries shall be borne by the Buyer, who in this case is not entitled to any claims against the Seller.

17. WITHDRAWAL FROM THE CONTRACT BY THE BUYER AND CONTRACTUAL PENALTIES

- 17.1.** Apart from the cases of withdrawal from the contract provided for by the Civil Code, the parties may terminate the contract by agreement. In the event of termination of the contract, the Seller is not obliged to take back the non-defective goods being the subject of delivery. However, if the Seller agrees to the Buyer withdrawing from the contract and taking back

the goods that are the subject of the orders, the Buyer shall bear the cost of delivering the goods to be received back by the Seller.

- 17.2. In the event of renunciation to collect, resignation by the Buyer from the purchase of the ordered goods, withdrawal by the Buyer from the contract or withdrawal by the Seller from the contract due to the Buyer's fault, the Buyer, in addition to the fees mentioned in points 10.16, 10.17, 10.18, shall pay the Seller a contractual penalty in the amount corresponding to the actual completion of the contract, including the progress in processing the goods in the production process, but no more than the gross order value. The Buyer will pay the contractual penalty after the Seller's first written request.
- 17.3. The Buyer has no right to withdraw from the contract in the completed part.
- 17.4. If the Buyer withdraws an order for goods for an individual customer order, the Seller has the right to charge a contractual penalty in the amount of 100% gross of the goods. Any prepayments made by the Buyer for this order will count towards this penalty.
- 17.5. On the date of termination of the contract, the Buyer is obliged to pay all obligations towards the Seller.
- 17.6. If, on the basis of these GTS, the Seller is entitled to withdraw from the contract, it is assumed that he may exercise this right within 90 days from the occurrence of the circumstances constituting the premise for the withdrawal. This right is not cancelled by the execution of the contract by the Seller after the occurrence of the circumstances justifying the withdrawal from the contract.
- 17.7. The Seller has the right to demand compensation in excess of the value of the contractual penalties.

18. LIABILITY OF THE PARTIES

- 18.1. The Buyer is responsible for the correctness and completeness of the data contained in the order or in the documentation provided to the Seller.
- 18.2. The Buyer is responsible for the possibilities of using and the effects of using the goods provided by the Seller in the Buyer's specific design solutions, even if the Seller was involved as an advisor or consultant in the preparation of the Buyer's design and final product.
- 18.3. The Seller's total liability to the Buyer for all damages, claims and other demands related to or resulting from the concluded contract (including a recourse basis) may not exceed the contract price. Notwithstanding the foregoing, the Seller's liability shall not cover lost profits or any loss or damage of any kind resulting from any causes.

19. SEVERABILITY CLAUSE

If any provision of these Terms of Sale is found to be invalid or ineffective by any competent court or as a result of future legislative or administrative action, such recognition or action shall not invalidate or render ineffective the remaining provisions of this document. If the provisions of these Terms of Sale are finally found to be unlawful or ineffective, these provisions shall be deemed to be excluded from these Terms of Sale, but all other provisions will remain in full force and effect, and in return for any such provisions deemed unlawful or ineffective will be replaced with a provision of a similar meaning, reflecting the original

intention of the provision in question, to the extent permitted by applicable law.



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20. FINAL PROVISIONS

- 20.1.** The titles of individual sections of these GTS have been introduced to facilitate the use of the text and have no legal significance, and thus the text of the GTS cannot be interpreted on their basis.
- 20.2.** The law applicable to these terms and contracts between the parties is exclusively Polish law. In matters not regulated by the provisions of these terms of sale, the provisions of the Civil Code shall apply accordingly. The parties hereby exclude the possibility of applying to the provisions of the Vienna Convention on the International Sale of Goods.
- 20.3.** In the case of drawing up contracts and terms of purchase in Polish and a foreign language, the authentic language of the contract is Polish. In the event of differences between the Polish-language version of the contract and the foreign version, the Polish version is decisive.
- 20.4.** All offers, confirmations and Agreements are subject to and are interpreted in accordance with Polish law. In relation to any disputes arising from or related to the Agreement, the Buyer and the Seller will in the first place try to settle them as a result of agreement and negotiations in good faith, in the spirit of mutual cooperation.
- 20.5.** The court having jurisdiction to settle any disputes related to or arising from the contract concluded between the Seller and the Buyer is the court having jurisdiction over the seat of the Seller.

21. CONDUCTING THE BUSINESS IN ACCORDANCE WITH THE PRINCIPLES OF ETHICS

The Buyer is obliged to act fairly, honestly and ethically in his business. The Buyer acknowledges that the company MFO S.A. has approved the Code of Conduct and Ethics, which means that it has committed itself to the 10 principles of human rights, labour rights, environmental protection and anti-corruption. The Buyer undertakes to follow the above Principles and foster their observance in contacts with MFO S.A. or on its behalf and in connection with the sale and marketing of MFO S.A. products. MFO has the right to cancel any delivery, order or contract, without incurring any liability, if there are reasons to believe that the Buyer is acting in a manner inconsistent with applicable bribery and corruption laws.