



MFO S.A.
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General Terms of the Sale of Steel Sections Manufactured by MFO S.A.

General terms – information about the product

Cold-bent sections made of galvanised steel as well as un-galvanised ones are the subject of delivery. The sections are 6m long as standard. They can be cut a desired dimension, if it is required by the customer. As standard, the sections are packed in bundles of 84 items (504m) and fastened together in 4 places, as well as marked with labels on both sides of a bundle. The following information can be found in a label: product marking, steel quality, batch number, amount, number of a Polish standard, quality check mark.

Payment conditions

Deliveries are executed according to a price list which is valid on the day on which a delivery is confirmed in writing. A payment date is determined individually and is calculated as of the dispatch date. Payment is considered to be completed on the day on which money is transferred to a MFO account. In case of a delay in payment, MFO reserves the right to work out statutory interest on the delay time-span. All payments are monitored by HERMES Polska which reserves the right to commence a recovery procedure if a payment is delayed. The customer shall bear the costs of recovery. The need for a recovery order to the HERMES will incur additional charges vindication of 4% will be recovered amount. Cost recovery will be calculated on the next invoice. Any possible claims do not justify the withholding of payment towards MFO.

Terms of delivery

The date of delivery is determined by parties on an individual basis. MFO commits itself to notify the customer immediately about any delays. If transportation is provided by MFO, the customer is obliged to ensure proper conditions and equipment necessary to unload a vehicle efficiently (up to 4 hours). In case it takes more than 4 hours to unload a vehicle, MFO reserves the right to burden the customer with costs of demurrage. The delivery shall be deemed fulfilled when the goods are delivered with a tolerance of +/- 10% of weight / quantity.

Quality

MFO supplies sections with regard for:

- steel quality: DX 51
- quality check/sampling: PN-EN 10162, ISO 9001
- declaration of conformity

Departures from the above are possible upon individual arrangements with the customer.

Acceptance of goods – complaints

The customer is obliged to check delivered goods for quantity and quality on delivery/receipt.

Claims as to:

- quantity should be submitted immediately when goods are unloaded;
- palpable flaws in respect of quality should be submitted immediately after goods have been unloaded, not later than within two days as of the delivery date;
- hidden flaws in respect of quality should be submitted not later than within 30 days as of the delivery date.

All claims should be made in writing. The following information must be included therein: product marking, batch number (given in the label), amount, reason for complaint, number of the WZ document. Submitting a claim, the customer is obliged to present MFO with samples of flawed goods.

Claims made in the correct way shall be considered within 14 days as of the submission date. MFO reserves the right to extend the time limit, if the examination of a case depends on a decision made by a research unit.

Claims made in a wrong way or after the time limits have expired shall not be considered. Consumption / rework / processed product being advertised before the end of claims-without the prior written permission of MFO extinguishes the right to claim.

Conditions for the storage of sections

Sections should be stored in such a way that they cannot be deformed, dented or made to bulge. Moreover, they need to be protected against the adverse effects of atmospheric conditions so that they can fully retain their properties.