

# **GENERAL SALES CONDITIONS (GSC)**

## **1.Introduction**

### **1.1**

These General Sales Conditions relate to the sales of commercial goods by the company „ALPINA stal Ewa Strzeźniewska”, hereinafter referred to as the Seller, to other companies hereinafter referred to as the Buyer. These General Sales Conditions (GSC) shall be valid for the parties to any sales agreement concluded by the Seller and the Buyer and they constitute the integral part of all sales contracts entered into Seller.

### **1.2**

The sales contract is entered on the basis of the written order of Buyer and written confirmed by the Seller. The order should contain the signed statement, that the Buyer got acquainted with General Sales Conditions , accepts them and acknowledges its binding character.

### **1.3**

The acceptance of General Sales Conditions by the Buyer while submitting the order is regarded as the acceptance of all remaining orders and contracts of sales.

### **1.4**

Provisions concerning the signing of agreements (contracts) shall apply until and order is received and confirmed (i.e. by means of an agreement consisting of two documents).

### **1.5**

Terms and conditions used by the Buyer which are differend from these GSC shall not be accepted by the Seller.

### **1.6**

All documents, statements, letters, orders shall be written in Polish or English, unless the Seller agrees in writing for commercial communication in other language.

## 2.Orders

### 2.1

The placement of order shall not be binding for the Seller and the lack of response on the part of Seller shall not mean that the order has been accepted. The Seller shall confirm that it has accepted an order in writing. Should the Seller have reservations concerning an order it accepts, the Buyer shall be bound by those reservations unless the Buyer provides its own comments forthwith. „Providing comments forthwith” indicated in the above sentence shall mean that the Buyer places the order in question anew; bilateral negotiations have to take place before such new order is placed.

### 2.2

The accepted in written form order shall not be binding for the Seller if the delivery and sale of goods is impossible or exceedingly difficult due to reasons not attributable to any fault of the Seller, especially due to force majeure.

## 3 Prices

### 3.1

The price of the goods shall be defined on the basis of arrangements effective as of the day on which a given order is confirmed in writing.

### 3.2

Offers transmitted by telephone, by post, by fax or via email shall not constitute a basis for the conclusion of an agreement. The agreement shall be concluded only after the receipt of the Buyer's written order, after the Seller has sent a written confirmation of the order.

### 3.3

In case of changes in the fees and costs that are beyond the Seller's control but which influence the price level and occur between the conclusion of the agreement and the delivery, the Seller reserves the right to change the agreed price level according to the above changes.

### 3.4

All prices stated by the Supplier are net of VAT

### 3.5

Prices may be expressed in Polish zloty (PLN) or in euro (EUR). If the prices are expressed in EUR, the Buyer may pay in PLN only with the Seller's consent.

### 3.6

Prices include the cost of loading and provided that there is an written agreement that the price includes the delivery of the goods - in this case only the price includes the cost of transport to the place indicated by the Buyer. The wooden pallet shall be return by the Buyer on Buyer's cost.

## **4.Payment Conditions**

### **4.1**

The payment for the goods should be made without any deduction according to arranged payment conditions. The deadline of making this payment is arranged with the contractor and indicated on order conformation or commercial invoice. The payment date shall be considered to be the date when the due amount credits the Seller's bank account or is received at the Seller's cash desk.

### **4.2**

In case of failure to comply with the payment period, the Buyer shall pay the Seller contract interest for the delay, in the following amount:

statutory interest for the first 14 days of the delay,

at the rate of 18% per annum, starting from the 15th day of the delay.

### **4.3**

Failure to comply with the payment conditions agreed upon shall be considered as material infringement of the provisions of the agreement. The Seller shall then be entitled to suspend deliveries and to demand that all payments due from the Buyer be effected immediately, including amounts that have not yet become due.

### **4.4**

The Seller shall be entitled to withdraw from the agreement concerning the sales of goods if the Buyer fails to pay the price within the agreed payment period.

### **4.5**

If the Buyer delays payment, the Seller may transfer his receivables from the Buyer to third parties and charge the Buyer with all the costs incurred in relation to the transfer. In particular, the Seller may claim payment of the discount costs from the Buyer; discount shall be considered to be the difference between the nominal value of the transferred receivables and the price obtained from them.

### **4.6**

If the Seller is informed, after concluding the agreement, that the Buyer's financial position has deteriorated to a significant extend, and that the satisfaction of the Seller's claims is consequently threatened, the Seller shall be entitled to claim satisfaction of the claims regardless of the payment period.

#### 4.7

If the Buyer delayed paying more than one invoice, the Seller has the right to counting whatever payment made by the Buyer on account of whatever invoice, firstly on account of the earliest payments. The following decision revokes the debtor's entitlements which are described in 451 article of civil code. At the same time the Seller reserves the right to awarding compensation on account of other debts and obligations, according to the regulations of civil code. The Buyer does not have the right neither to keeping nor to making the statement about deduction with regard to the Seller.

#### 4.8

Quantitative and qualitative complaints shall not be grounds for the Buyer's withholding of payment for completed deliveries.

#### 4.9

The Buyer commits himself to promptly written informing the Seller about each alteration of his premises or the place of living and the address for correspondence. The lack of this announcement makes delivery for the address indicated regarded as successful.

#### 4.10

The Seller reserves ownership of all the goods delivered to the Buyer until the latter has paid the entire sales price.

### **5. Conditions of delivery**

#### 5.1

Goods shall be released on the basis of the order placed according to the terms and conditions of trade agreed upon the Parties. Receipt of the goods and the invoice must be confirmed by an authorised person. The Buyer shall be obliged to submit to the Seller, each time, an authorisation for the person collecting the goods on the Buyer's behalf.

#### 5.2

The Buyer shall pick up the ordered goods within 7 days of being notified that the goods are available at the warehouse of the Seller. Should there be delays in the reception of goods, the Buyer may be burdened with the warehousing costs.

#### 5.3

Every partial delivery shall constitute a separate transaction and may be invoiced separately by the Seller.

#### 5.4

The Buyer may cancel an already confirmed order or a part thereof only with the consent of the Seller. If the order is cancelled, the Buyer shall be obliged to cover all costs incurred by the Seller.

#### 5.5

Liability for failure to perform or inappropriate performance of the agreement shall be excluded by the following circumstances: force majeure and all the other circumstances that lie beyond the control of the Parties, such as general shortage of goods, shortages and delays in the fulfilment of orders by the Seller's contractors.

### **6.Responsibility for defects**

#### 6.1

All technical information concerning the type of steel used in the goods, dimensions, conversion factors and the quality of goods are of information character.

#### 6.2

If an order does not specifically say that the materials used are to comply with a particular standard or if it does not define a desired quality of the materials, the goods shall be delivered in regular commercial quality and the Seller shall not be responsible for the goods not meeting any special quality requirements.

The Buyer shall know the technical data of the ordered goods. The Seller shall deliver the goods according to the order and is not responsible for its further usage.

#### 6.3

The Seller reserves a tolerance of 5% of the quantity of the goods indicated in the order in relation to the total quantity of the delivered material, unless the Parties have agreed otherwise.

#### 6.4

The Buyer shall be responsible for immediate unloading of the delivered goods. The costs of unjustified delay in such unloading shall be borne by the Buyer.

#### 6.5

The Buyer shall be responsible for inspecting the delivered goods with regard to their quality and quantity, immediately upon their receipt. If the Buyer, after inspecting the goods, has found any discrepancies with the delivery document, he shall make an annotation regarding the type of the damage of the bought material in the said delivery document. This annotation has to be signed by the driver responsible for this delivery.

## 6.6

Announcement of the complaint of goods has to take place right after receiving the goods:

for the complaints resulting from the wrong loading – the latest on a day following the day of unloading;

for the complaints resulting from the damage which appeared during transport – the latest on a day of unloading with the possibility of losing the entitlements on account of quantitative deviation.

## 6.7

The announcement of the defects of sold goods should be sent by registered letter, fax, or email so as not to cross the deadline.

## 6.8

The Buyer is aware of the fact that in case of steel products it is possible that small scratches, rust, pigmentation, oiling or other obvious structural defects may appear. The Buyer is promptly obliged to announce in writing that the goods have got potential defects, not later than within 7 days after receiving the goods. The questioned goods should be available in not processed form at disposal of the Seller during the period of complaint till its end, namely sending this information to the Buyer.

## 6.9

If the Buyer fails to make the goods which are the subject of complaint available for the Seller, the Seller shall find the complaint to be groundless.

## 6.10

The Seller is exempted from all the warranty, if the Buyer knew about defects at the moment of entering into contract, submitting the order, introducing the offer, delivering the document of delivery and in other case binding regulations of law.

## 6.11

The Seller is not responsible for damage which appeared during unloading of goods, as a result of wrong usage of goods or its storing and for performing and design errors of third parties and as a result of not following recommendation and instructions of the producer.

## 6.12

If some of delivered goods are defective and it is possible to take them from the rest one, the entitlements of the Buyer to resign from the order or withdrawing from the contract is limited to defective goods.

#### 6.13

If the Buyer because of the defects refrains from the contract regarding realization of the order or he demands delivering of goods free from defects instead of defective goods, he cannot send back the goods without earlier permission of the Seller.

#### 6.14

Responsibility of the Seller for damage resulting from the defects in case of carrying out the entitlements on account of warranty is excluded on the basis of article 558 of civil code.

#### 6.15

In case of high costs, the Seller may refuse to remove the defects.

#### 6.16

Quantitative and quality questioning of goods does not entitle the Buyer to withholding the payments for delivery.

#### 6.17

Till end of the complaint, the Buyer is obliged to store the goods in good order so as unable its potential damage or appearing defects. The goods must be undisturbed.

#### 6.18

The Buyer loses his right to complain about the goods if he does not send the complaint in writing within the above predicted time.

#### 6.19

The base of investigating complaint by the Seller in each case in writing the complaints protocol and photographic documentation, right after announcing the complaint by the Buyer.

#### 6.20

The Seller has the right to withhold from claims on account of complaint towards the Buyer till the time of regulating all the unpaid financial obligations. Accepting the above complaints procedure the Buyer resign from benefiting from the right to deduct his claim.

#### 6.21

The Seller shall not be held liable for the Buyer economic losses or lost profits that result from submitted and accepted complaints.

## **7.Applying the principles of General Sales Condition to international agreements**

### **7.1**

In case of international deliveries, the Buyer is obliged to sign and stamp the copy of the commercial invoice and the delivery documents and send them by registered letter to the Seller's address as a proof of receiving the goods according to the order confirmation.

### **7.2**

In case of international sale agreement, the provision of these General Sales Conditions shall apply. The disputes will be taken to the court appropriate for the location of the Seller.

## **8.Confidentiality**

### **8.1**

For the effective period of the agreement, no Party shall disclose any information received from the other party and connected with the agreement or its performance to any third party; the same concerns other confidential information exchanged by the parties. An exception to the above-indicated provision shall be when confidential information has to be disclosed to statute authorities in agreement with the provisions of the law.

## **9.Final statements**

### **9.1**

The regulations of civil code are applied in all the other situations which are not described in these General Sales Conditions.

### **9.2**

In case of inability of conciliatory settlement, the disputes will be taken to the court appropriate for the location of the Seller.