

## **GENERAL TERMS OF SALE, TRANSPORTATION AND STORAGE OF STEEL SECTIONS**

### 1. Information about the product.

Cold-bent sections made of galvanised steel as well as un-galvanised ones are the subject of „General Terms of Sale PROFIL NR Sp. z ograniczoną odpowiedzialnością Sp.k.”.

The sections are manufactured in standard length. They can be cut to desired dimension as well as delivered in customised length, if it is required by the customer. The packing and marking of sections is in accordance with Technical Terms PROFIL NR Sp. z ograniczoną odpowiedzialnością Sp.k. (hereinafter referred to as PROFIL). Any different packing and marking of sections required by the customer is available after PROFIL acceptance.

### 2. Terms of delivery

Deliveries are executed according to agreed prices which are valid on the day of price list presentation and on which a delivery is confirmed in writing.

The delivery shall be deemed fulfilled when the goods are delivered with a tolerance of +/- 10% of the order quantity.

The date of delivery is determined by parties on an individual basis.

PROFIL commits itself to notify the customer immediately about any delays.

In case of a delay in collection of goods, PROFIL reserves the right to call the customer to collect the goods and in case of ineffective expiration of a term to issue sales invoice. The risk of deterioration of the goods, accidental damage and faultless loss is devolved on the customer as of the end of the scheduled date.

If transportation is provided by PROFIL, the customer is obliged to ensure proper conditions and equipment necessary to unload a vehicle efficiently (up to 3 hours). In case it takes more than 3 hours to unload a vehicle, PROFIL reserves the right to burden the customer with costs of demurrage, according to the carrier's rate.

### 3. Terms of payment

A payment date is determined individually and is calculated as of the sales invoice issue. Payment is considered to be completed on the day on which money is transferred to PROFIL's account or to the cash desk.

In case of prepayment, which occurs to be lower than the actual amount of the invoice, drawn up on the basis of delivery note of the loaded goods, the buyer agrees to make payment within 3 days from the date of purchase of the goods without a separate request for payment. In case of overpayment, the seller will, at the written request of the purchaser, return the overpaid amount to the indicated account or the amount shall be applied towards the subsequent transaction.

In case of a delay in payment, PROFIL reserves the right to work out statutory interest on the delay time-span as well as suspends completion of the rest of the orders till the payment of the arrear.

Any possible claims do not justify the withholding of payment towards PROFIL.

#### 4. Quality

PROFIL provides products based on appropriate material and quality standards for a particular type of goods as well as on the basis of technical conditions and the inner production control. PROFIL complies with ISO 9001:2008

#### 5. 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), quantity, reason for complaint, number of the delivery note (WZ document). Submitting a claim regarding quality, the customer is obliged to present PROFIL with samples of flawed goods.

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

In the event of a complaint being acknowledged as justified, the further course of action shall be agreed individually.

Claims made in a wrong way or after the time limits have expired, as well as unjustified or resulting from improper usage of goods shall not be considered. Consumption/rework/ processed product being claimed before the end of claim-without the prior written permission of PROFIL extinguishes the right to claim.

#### 6. Conditions for the storage of the goods

Sections should be stored in such a way that they cannot be deformed, dented or made to bulge. Sections, so that they can fully retain their properties, need to be protected against the adverse effects of atmospheric conditions. Especially while storage and transportation, goods shall be protected against humidity, temperature changes, rain, snow, steam, dew and mist.

Any failure to meet the beforementioned conditions may lead so-called white corrosion to appear for which the manufacturer - PROFIL does not take responsibility.

To avoid condensation on galvanized sections:

- lower the temperature in the room where the sections are stored,
- lower the relative humidity of the room air,
- raise the temperature of the products.

Place of sections and profiles storage should provide constant temperature conditions and should be protected from moisture and / or wet. Storage of goods close to doors, windows, driveways, etc. should be avoided, here rapid and frequent changes in storage conditions occur and the material is exposed to the direct influence of the outside atmosphere.

Any packages of galvanized sections packed without plastic separators / other separators must be unpacked at the storage place so that no surface of the sections is in contact with each other. Packaging without above mentioned separators should be considered as packing for transport only and cannot be considered as an appropriate way of storage.