

## GENERAL TERMS AND CONDITIONS OF SALE, TRANSPORT AND STORAGE OF STEEL SECTIONS

### §1. GENERAL PROVISIONS

1. The general terms and conditions of sale, transport and storage of steel sections, hereinafter also referred to as the "GTCS", define the rules for concluding and implementing contracts for the sale/delivery of Goods by PROFIL NR Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Wojkowice, entered in the Register of Entrepreneurs of the National Court Register by the District Court Katowice - Wschód in Katowice, VIII Commercial Division of the National Court Register, under the number: 0000678875, with NIP: 6491007290, hereinafter referred to as GTS PROFIL NR.
2. The GTCS apply to all contracts for the sale/delivery of Goods concluded by PROFIL NR, regardless of the form in which the contract was concluded. Any provisions contrary to the GTCS are not binding on PROFIL NR, unless the provisions of the GTCS have been expressly excluded from the given contract by PROFIL NR. If the Buyer also uses the GTCS or another contractual template, the parties agree that these GTCS apply to such a contract, and the contractor's GTCS are not binding on the parties.
3. The subject of the agreements to which the GTCS apply is the **Goods**, i.e. cold-formed steel sections made of galvanized steel and cold-formed steel sections made of non-galvanized steel. The sections are produced in standard lengths. At the customer's request, it is possible to cut sections to size and deliver them in non-standard lengths. The method of packaging and labeling of the Goods is standard and in accordance with the requirements of Polish Standards and legal regulations. The way of packing and labeling the Goods individually agreed for the Buyer is possible after each approval by PROFIL NR and must be reflected in the Offer and the Order Confirmation.
4. PROFIL NR supplies products based on the appropriate material and quality standards for a given type of product, as well as on the basis of technical conditions and factory production control. PROFIL NR has a quality management system in accordance with the ISO 9001:2015 standard.
5. By concluding the contract, the Buyer declares that he has read the GTCS and accepts the terms of performance of contracts specified therein. The GTCS are part of each contract concluded by PROFIL NR, even if this contract does not expressly indicate so.
6. The GTCS are available at the registered office of PROFIL NR and on the website [www.profil-wojkowice.pl](http://www.profil-wojkowice.pl) in the tab about the Company (hereinafter also referred to as the PROFIL NR website).
7. The parties exclude the possibility of transferring the rights arising from this agreement by the Buyer to third parties in any form without the prior consent of PROFIL NR expressed in writing shall be null and void.

### §2. DEFINITIONS

The terms used in the GTCS mean:

1. **Buyer** - entrepreneur, contractor PROFIL NR being a party to the contract of sale/delivery of Goods.
2. **Offer** - an offer specifying the rules on which PROFIL NR undertakes to deliver the Goods to the Buyer. Any catalogues, advertising folders, price lists, announcements and publications of the Seller do not constitute an offer within the meaning of art. 66 of the Civil Code.
3. **Order** - a declaration of will and knowledge of the Buyer expressing the will to purchase Goods in response to the Offer.
4. **Order Confirmation** - a declaration of will of PROFIL NR which is a response to the Order containing acceptance of the offer, type, quantity and price of the purchased goods, method

of delivery of the goods, transport costs, as well as an indication of the entity obliged to cover the costs of the goods.

5. **Price** - the price of the Goods indicated in the offer, without transport costs. The price is given in the net worth and each time the tax on goods and services is added to it at the applicable rate.
6. **Delivery** - each delivery to the destination indicated by the Buyer in the Agreement or handing over the Goods to the Buyer or a carrier indicated by him at the PROFIL NR production plant.
7. **Complaint** - a written notification submitted by the Buyer in accordance with the procedure about the defect of the goods in order to exercise the Buyer's rights under the warranty.
8. **Inquiry** - an initial non-binding question from the Buyer addressed to PROFIL NR regarding the Buyer's willingness to purchase the Goods under the conditions set out in the GTCS.

### **§3. CONCLUSION OF THE AGREEMENT**

1. Before concluding the contract, the Buyer may contact PROFIL NR with an Inquiry regarding the Goods. The inquiry is not binding for PROFIL NR, which is not obliged to respond to it. An inquiry may be submitted in writing or in a document form, e.g. by e-mail, as well as by phone.
2. In response to the Inquiry or on its own initiative, PROFIL NR will present the Buyer with an Offer that is binding for PROFIL NR during the period of validity indicated in the Offer. If the Offer does not specify its validity period, PROFIL NR is bound by it for 72 hours.
3. The offer should be made in writing or in documentary form and should contain all arrangements specified by the Parties at the stage of placing the Order.
4. PROFIL NR reserves the right to cancel the offer, without giving any reason, PROFIL NR may use this right until the Confirmation of the Order. If the Offer is canceled by PROFIL NR, the Buyer shall not be entitled to any claims for damages.
5. The parties agree that the contract for the delivery / sale of Goods is considered concluded at the moment of Confirmation of the Order by PROFIL NR.
6. If, for reasons beyond the control of PROFIL NR and related to the raw material supplier, PROFIL NR will not be able to perform the contract in whole or in part, the Buyer shall be entitled to withdraw from it in whole or in part within 3 months from the conclusion of the contract only after a written appointment of PROFIL NR of an additional deadline for the performance of the contract. PROFIL NR is not responsible for any damage caused by this.
7. PROFIL NR stipulates that the ownership of the Goods is transferred to the Buyer only upon payment of the entire price (Article 589 of the Civil Code), and if the Price is paid before the delivery of the goods (prepayment), the ownership of the goods is transferred when the goods are handed over to the carrier or collected by the Buyer.
8. The Buyer is obliged to store the Goods under the conditions specified in the GTCS until full payment of the price at its own expense and risk.
9. Unanimously agree that the request to return the goods referred to in paragraph 9 above is not tantamount to submission of the statement of withdrawal from the contract.
10. Until the payment of the price, the Buyer is obliged to immediately, not later than within 2 days, inform PROFIL NR about the seizure of the Goods by any enforcement authority, as part of the proceedings conducted under the law.
11. If the Buyer collects the Goods from the registered office of PROFIL NR, he is obliged to inform PROFIL NR at the latest 24 hours prior to the scheduled date of receipt of the Goods about the entity that will be involved in the transport of the goods, also providing the registration number of the vehicle and details of the driver who will collect the Goods.
12. The Parties agree that the risk of accidental loss or damage to the Goods is transferred to the Buyer upon handing over the Goods to the carrier.
13. PROFIL NR's liability for non-performance or improper performance of the contract is limited only to damage caused intentionally.

#### §4. SUPPLY OF GOODS

1. Deliveries of Goods will be carried out each time on the basis of the Order Confirmation by PROFIL NR, on the terms indicated in this confirmation.
2. If PROFIL NR is responsible for the delivery of the goods, and the goods are delivered to a place other than the Buyer's residence, the Buyer is obliged to provide personal details (name and surname, contact telephone number) of the people responsible for collecting the Goods.
3. In the case of orders in the form of "prepayment", the Buyer undertakes to pay PROFIL NR for the Goods on the basis of prepayment invoices received. The order will be processed after the funds have been credited to the PROFIL NR bank account under the prepayment invoice.
4. If the price paid by the Buyer on the basis of a prepayment invoice is lower than the price for the actually delivered goods, the Buyer undertakes to pay the remaining part of the price within 3 days of delivery of the goods.
5. The order may be canceled before delivery only with the consent of PROFIL NR expressed in documentary form.
6. PROFIL NR reserves the right to deliver the Goods in batches, even if the Order Confirmation indicates that the Goods will be delivered once.
7. In the case of a cooperation agreement in the field of permanent deliveries/framework agreements, each single delivery shall be treated as a separate sales agreement. The provisions of these terms and conditions on the conclusion of the contract shall apply accordingly.
8. The delivery date of the goods may not be met in the event of force majeure. By force majeure, the parties understand an external and independent event over which the parties have no control, such as labor conflicts and strikes, customs, currency and energy restrictions, general shortages of goods, extraordinary decisions of the authorities and shortages and delays in the execution of orders by the seller's suppliers, failures of the production plant PROFIL NR or its suppliers, road and street blockades, special weather or epidemic conditions, wars, natural disasters that clearly prevent the performance of the Party's obligations and other circumstances not attributable to any of the parties to the contract. The party claiming force majeure is obliged to immediately notify the other party of the fulfillment of the conditions of force majeure in documentary form, providing justification, under pain of loss of rights.
9. The parties agree that during force majeure all deliveries shall be suspended until the phenomenon ceases. If force majeure is invoked by PROFIL NR and the suspension of the delivery time lasts at least 7 days, PROFIL NR has the right to cancel the order. In case of cancellation of the order, PROFIL NR is not obliged to repair any damage.
10. The Buyer undertakes to collect the ordered quantity of goods. In the event of withdrawal or delay of the order, the Buyer is obliged to cover all PROFIL NR related costs, including production costs related to the advancement of the production process of the goods, as well as the costs of storing the goods.
11. In the event of failure to collect the goods on time or failure to complete the Order on time for reasons attributable to the buyer, PROFIL NR at its own discretion and without any liability has the right to issue a sales invoice, store the products at the Buyer's risk and charge the Buyer with storage costs. If the storage takes place in the Seller's warehouses, the storage costs are PLN 5 net / 1 ton for each day of storage, starting from the date of notification of readiness for shipment. Storage costs will be charged on a separate invoice, which the Buyer undertakes to accept without objection. In such a case, the risk of deterioration of the goods, their accidental destruction and involuntary loss shall be transferred to the Buyer. PROFIL NR has the right to charge the costs of storing the goods until the Buyer collects the Goods or submits a declaration of withdrawal from the contract.
12. If the Buyer confirms the readiness to collect the Goods, and after its delivery to the indicated place or preparation of the Goods for collection, does not collect the Goods, PROFIL NR has the right to increase the costs specified in the point above by the amount resulting from additional transport or preparation of the Goods.

13. The quantities of goods specified in the contract may differ +/- 10% in relation to the quantity to be released, due to the quantitative tolerance provided by the Seller. An order delivered within the above differences is considered fulfilled.
14. Transport costs are always borne by the Buyer, unless the parties agreed otherwise.

#### **§5. SETTLEMENT OF DELIVERIES**

1. Settlement of deliveries with the Buyer takes place on the basis of individual conditions specified in the Order Confirmation.
2. The basis for payment will be VAT invoices or prepayment VAT invoices issued by PROFIL NR and delivered to the Buyer.
3. The Buyer agrees to receive VAT invoices in electronic form.
4. The date of payment is considered to be the moment of crediting the funds on the PROFIL NR bank account.
5. PROFIL NR has the right to charge maximum interest for delay in the event of a delay in payment, until full payment. In addition, in the absence of timely payment, PROFIL NR has the right to charge the contractor with documented costs of debt recovery.
6. The Buyer is obliged to carefully and thoroughly examine each batch of the Goods that are the subject of the Delivery. The examination of the goods should take place in terms of quantity and quality. The Buyer is obliged to report to PROFIL NR any defects of the goods visible upon receipt no later than within 24 hours of the Delivery of the Goods.
7. Failure to comply with the acts of diligence referred to in par. 6 above excludes PROFIL NR's liability under the warranty for physical defects of the Goods.

#### **§6. GOODS STORAGE CONDITIONS**

1. Goods should be stored in such a way as not to cause their deformation, creasing or 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, steam, 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 shall not be responsible.
2. In order to avoid water vapor condensation on galvanized sections:
  - a) lower the temperature in the rooms where the sections are stored,
  - b) lower the relative humidity of the air in the room,
  - c) store in rooms with ventilation (forced air circulation).
3. The place of storage of the sections should ensure constant temperature conditions and should protect against moisture and/or getting wet. Avoid storing products close to gates, windows, entrances, etc. where there are rapid and frequent changes in storage conditions and the material is exposed to the direct impact of the external atmosphere.
4. All packages of galvanized sections packed without plastic separators/spacers must be unpacked at the place of storage so that no surfaces of the sections are in contact with each other. Packing without the above spacers should only be considered as packing for transport and cannot be considered a suitable method of storage.

#### **§7 COMPLAINTS**

1. Pursuant to the content of §5 section 6, the Buyer is obliged to carefully examine each batch of Goods upon their Delivery.
2. Complaints due to defects in the goods should be reported to PROFIL NR under the following terms:
  - 1) defects of the Goods noticed upon their Delivery should be reported immediately, not later than within 24 hours from the Delivery of the Goods;
  - 2) defects of the Goods noticed later should be reported immediately, no later than 30 days from the date of delivery.

3. The defect of the Goods is understood as both physical defects of the Goods as well as its quantitative shortages.
4. The complaint should be submitted in writing and in documentary form, e.g. by e-mail and contain a detailed description of the defect, the date of its detection and a citation of the circumstances justifying compliance with the deadline for filing a complaint.
5. Failure to meet the deadlines referred to in paragraph 2 results in the loss of rights under the warranty for defects of the Buyer.
6. In addition to the data referred to in paragraph 4 above, the complaint should include: name and designation of the product, batch number, production order number, numbers of the parcels complained about, quantity of the product complained about, number of the Dispatched Goods Note. The following should be attached to the complaint: photos of the labels, a measurement report if the complaint concerns dimensions and photos of the measurements taken, photos of damage, defects, dirt, if the complaint concerns it. If necessary, provide other details necessary to clarify the complaint.
7. The customer has the right to submit a complaint in accordance with the above points. PROFIL NR has the full right to verify the reported content of the complaint in person, at the place where the complained goods are stored. Therefore, the Customer cannot refuse PROFIL NR a personal inspection because this is tantamount to rejecting such a complaint. The Customer may not hinder or extend the date of such an inspection, and in the event of an unjustified complaint, the Customer is obliged to pay the costs of the complaint inspection in accordance with the cost estimate presented by PROFIL NR. PROFIL NR undertakes to consider complaints immediately, but not later than within 30 days from the date on which it determines the last circumstance necessary for consideration.
8. Consideration of the complaint takes place in writing or in documentary form. Failure to consider the complaint within the time limit referred to in paragraph 6 does not constitute acceptance of the complaint.
9. The material that has been modified by the customer in any way after purchase, including but not limited to bending, painting, cutting into sections, sanding, or other processes that alter its original condition, is not subject to complaints. Modification of the material by the customer is equivalent to its acceptance and results in the loss of the right to make claims regarding material defects, unless the defect was hidden and independent of the processes carried out by the customer.
10. Complaint Resolution:  
In the case of a complaint regarding defective material, the material replacement will take place according to the current production plan for that particular material. The replacement time is dependent on the type of production, as follows:
  - For materials produced as standard, the replacement will be completed within no more than 30 working days from the date the complaint is accepted.
  - For materials produced non-standard (special), the replacement time may take up to 90 working days, depending on the availability of raw materials and the production schedule.

The decision on whether the material falls into the category of standard or special materials is at the discretion of the manufacturer [PROFIL NR company].

In the event of the need to extend the replacement time, the customer will be promptly informed of the expected delivery time.

#### **§8. LIABILITY FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE AGREEMENT AND WITHDRAWAL FROM THE AGREEMENT**

1. The parties agree that the Buyer's liability for non-performance or improper performance of the contract takes the form of contractual penalties.
2. The Buyer shall pay PROFIL NR contractual penalty:

- a) for each day of delay in returning the Goods beyond the deadline referred to in §3 section 9 in the amount of 0.5% of the value of the Order for each day of delay, but not more than 20% of the value of the Order;
  - b) for each day of delay in providing the information referred to in §3 section 11 in the amount of 0.5% of the value of the Order for each day of delay, but not more than 20% of the value of the Order;
  - c) for each day of delay in collecting the Goods from the registered office of PROFIL NR in the event that the Buyer collects the goods himself, in the amount of 0.5% of the value of the Order for each day of delay, but not more than 20% of the value of the Order;
  - d) for withdrawing from the contract by PROFIL NR in the amount of 35% of the value of the Order;
  - e) for each confirmed case of storing the Goods contrary to the GTCS in the amount of 20% of the value of the Order.
3. The stipulated contractual penalties do not exclude the possibility of PROFIL NR claiming additional compensation under the general rules of the Civil Code. The total amount of contractual penalties may not exceed the value of the Order.
  4. Any case of failure to meet the deadline by the Buyer, regardless of his fault, is understood as the delay referred to in this paragraph.
  5. Contractual penalties become payable without a separate request on the first day entitling PROFIL NR to charge a contractual penalty.
  6. Apart from the cases provided for in the Civil Code and other legal provisions, PROFIL NR has the right to withdraw from the contract in the following cases:
    - 1) delays in returning the goods beyond the time limit referred to in §3 section 9,
    - 2) delays in providing the information referred to in §3 section 11, beyond the date indicated therein,
    - 3) delays in the receipt of the Goods over 14 days from the date agreed by the Parties in the Order Confirmation,
    - 4) delays in payment for the delivered Goods, if the delay exceeds 14 days,
  7. PROFILE NR has the right to withdraw from the contract referred to in paragraph 6 above within 1 year from the fulfillment of the conditions entitling it to submit a declaration of withdrawal from the contract.
  8. A declaration of withdrawal from the contract may be submitted in writing or in documentary form and indicate the basis for withdrawal.

#### **§9. FINAL PROVISIONS**

1. These GTCS apply to contracts concluded from the day following the publication of these GTCS on the website PROFIL NR.
2. The law applicable to the GTCS and contracts concluded between PROFIL NR and the Buyer is Polish law. In issues not regulated by these GTCS, the relevant provisions of the Civil Code shall apply.
3. If the contract to which the GTCS apply has been concluded in any language other than Polish, and the version drawn up in a foreign language contains provisions that are not present in the Polish version or provisions that are inconsistent with it, the version of the contract will be the basis for interpreting the contract drawn up in Polish.
4. The parties agree that in all disputes that may arise from the GTCS or contracts to which they apply, Polish courts shall have exclusive jurisdiction. Any disputes arising from the GCS as well as from contracts concluded between the parties to which the GTCS apply, the parties shall submit to the common court competent for the registered office of PROFIL NR.
5. If any of the provisions of the GTCS is invalid or could be considered invalid in the future, this does not affect the validity of the remaining provisions of the contract, which remain in force.

6. PROFIL NR has the right to change the GTCS. The validity and effectiveness of the change to the GTCS requires the publication of the changed version of the GTCS on the PROFIL NR website or informing the Buyers via e-mail.