

General Terms and Conditions of Sale

GÓR-STAL sp. z o.o.

► Premises underlying the application of the general terms and conditions of sale.

These general terms and conditions of sale apply to all sales contracts concluded by GóR-Stal sp. z o.o. (hereinafter referred to as the Company) or by other entities related to the Company or acting upon its instructions in contacts with enterprises, hereinafter referred to as Buyers. The contractual terms and conditions are delivered to the Buyer in writing before the contract is concluded and the Buyer represents that it is aware thereof and by concluding the contract agrees to have the terms and conditions incorporated to the contract as an integral part hereof. All matters not provided for in the contracts or these contractual terms and conditions are subject to the general provisions of the Civil Code and other laws. The Buyers' general contractual terms and conditions, different from these terms and conditions, shall not be binding upon the Company unless the Company explicitly accepts them in writing.

► Offer, contract conclusion.

1. The Company shall remain bound by the provided offer for 2 weeks from the date thereof unless agreed otherwise in writing. Any announcement, advertisements, price lists and other commercial information of the Company shall in no case be deemed an invitation to negotiate unless the content thereof explicitly specifies that they constitute an offer addressed to a specific person.
2. In order to be valid, any contract and all amendments to contracts, additions or withdrawal (including also resignation from the written form to support validity) shall be made in writing unless the parties agree that contracts may be concluded in another form. Legally binding contracts may also be concluded by the Company by confirming the acceptance of an order from the Buyer or by the Buyer confirming the acceptance of the Company's offer. The Company's offer or the wording of the confirmation by the Company of the Buyer's order shall be the basis to identify the obligations of the Company. The written form shall also include fax or e-mail messages confirmed with a letter with the same content sent by registered letter to the recipient.
3. All documentation, including drawings, cost estimates, offers, etc. may not be disclosed to third parties and are addressed solely to the Buyer.

► Prices, payment terms, interest for delay.

1. The prices are based on the cost factors prevailing on the day the contract is concluded (e.g. raw materials, salaries, energy, customs duties, public dues, FX rates, etc.) and are always quoted net of VAT. The prices are quoted on ex-works basis of the Company's production facility or warehouse or the exporter's warehouse unless the contract provides otherwise. If in the period between contract conclusion and the delivery of the goods, the cost factors have changed and the goods could not have been manufactured or handed over within 2 months of order acceptance for reasons attributable to the Buyer, the Company shall be entitled to modify the prices unilaterally unless otherwise agreed in writing.
2. The costs related to packaging (in particular in case of coated materials or in case of large quantities / sizes), specific marking or segregation of the goods, marking or positioning works, as well as the costs related to obtaining special permits from road authorities for the carriage of goods by road, etc. shall not be included in the agreed price. Such costs shall be calculated separately and charged to the Buyer unless the contract provides otherwise.
3. The Company shall be entitled to demand the payment of the price indicated in the invoice at the time the Buyer collects the ordered goods. The parties may agree to a different payment term. In case of partial deliveries of the goods, the payment obligation arises successfully, at delivery of each batch of the goods unless the parties agree otherwise, in particular that payment is made after delivery of the last batch of the goods. At its own discretion, the Company may demand the Buyer to accept an advance payment or another security to the claims under the concluded contract.
4. When the Buyer is late with payment for the delivered goods or the Company becomes aware that it is likely that the Buyer will not pay the price at the agreed time, all claims of the Company vis-a-vis the Buyer under previously concluded contracts shall become due and payable, irrespective of the payment date of the amounts resulting from promissory notes received as security. In such situation, the Company shall also be entitled to terminate the contracts that have been concluded but not yet performed.
5. In case of delays in payment, the Company shall be entitled to:
 - suspend further deliveries until the overdue amounts have been paid,
 - charge statutory interest for the delay period unless the parties agree to a different interest rate for delay when concluding the contract.

General Terms and Conditions of Sale

GÓR-STAL sp. z o.o.

► Title.

1. The Company may hold the title to the delivered goods until full payment of the price by the Buyer if in the Company's opinion such retention of the title is required to secure the payment of the price and the Buyer fails to offer another security that would be reliable in the Company's opinion.
2. The retention of the title shall be specified in the Company's offer or in the Company's confirmation of the Buyer's order and shall be binding upon the Buyer unless it notifies the Company forthwith that it withdraws from the order for that reason.
3. Should bankruptcy or arrangement proceedings be opened against the Buyer, it shall be obliged to mark the goods in a manner indicating that the title thereto has been retained by the Company. Should the goods owned by the Company be seized during enforced collection procedure against the Buyer's assets, it shall be obliged to immediately notify the Company thereof and cooperate with the Company in enforcement of its rights vis-a-vis the seizing entity, resorting to all available remedies. Upon a request by the Company, the Buyer shall be obliged to immediately provide all information on the whereabouts of the goods the title to which has been retained by the Company. The Company shall be entitled to inspect the goods at its storage place or to collect the goods if its title may be subject to third party actions.
4. The Buyer shall bear the risk of accidental loss or damage to the goods in the period between its hand over and the transfer of the title thereto to the Buyer. The Buyer shall be entitled to take out an insurance contract in favour of the Company covering the goods against loss or damage for the period specified above up to the sum corresponding to the full value of the goods or transfer to the Company all rights under the insurance contract concluded in favour of the Buyer, and the insurance policy shall cover claims vis-a-vis third parties responsible for damage or destruction to the goods. The Buyer shall be obliged to provide the Company with a copy of the insurance policy of the goods as soon as it has been taken out and shall further be obliged to notify the insurance company that the damages payable under the insurance policy have been assigned to the Company and send a copy of such notification to the Company forthwith.
5. When collecting any goods subject to title retention, the Buyer shall each time submit a written confirmation of such retention.
6. The Company authorises the Buyer to resell within its normal business operations the goods to which the title has been retained as long as the Buyer simultaneously effects an effective assignment to the Company of all claims vis-a-vis the further buyer of the goods for payment of the price; the assignment shall constitute a security of the Company's claims for payment of the sales price by the Buyer and shall not release the Buyer from payment of the remaining part of the price; in case of the re-sale of goods, the Buyer shall be obliged to immediately notify the Company of the identify of such further buyer. In case of an intended combination of the supplied goods with property so that the goods become components of the property, the Buyer shall be obliged to establish other security in favour of the Company to cover claims for payment of the price, in particular in the form of a guarantee by the property owner or an assignment of the Buyer's receivables from the investor.

► Time of performance, collection of the goods, right to terminate.

1. The time of performance specified by the Company refers to its readiness for handing over the goods to the Buyer from the Company's production facility or warehouse. The agreed time of performance commences on the day the Company accepts the order and in case of subsequent amendments - on the day of the final confirmation of order acceptance by the Company as long as all other material terms and conditions of the contract have been agreed beforehand (in particular a complete specification of the goods has been provided) and all domestic and foreign permits as required by law have been obtained to market the goods.
2. In its order, the Buyer shall specify the time of performance in compliance with the profiling time of the ordered goods specified by the Company. The specification of the ordered goods shall be provided to the Company 14 days before the anticipated profiling time at the latest. If the specification is not provided within the time referred to above, the Company shall not be liable for any delay in profiling the goods beyond the time specified in the contract.
3. Any goods reported to the Buyer as ready for hand over shall be collected by the Buyer forthwith, however not later than on the day agreed as the day for handover of the goods. When the goods are not picked up within 10 working days of the reporting of its readiness for hand over, the Company shall be entitled to dispatch the goods at the Buyer's cost and risk. In such situation, the Company shall be entitled to claim payment of the price for the goods at the time previously agreed as the payment date.
4. If upon the Buyer's instructions, the quantity of the ordered goods is to be changed during the performance of the contract, the Company shall be entitled to the following at its own discretion:

General Terms and Conditions of Sale GÓR-STAL sp. z o.o.

- a. if the volume of the order is increased, add the additional volume of the goods to the partial or complete volume under the same or another contract and determine the price of such additional volume of the ordered goods at the prices prevailing on the day the additional contract is performed if the price is higher than the prices agreed in the original contract; otherwise the Company may determine the price of the additional order at the prices agreed in the original contract.
 - b. if the contract volume is decreased, terminate the contract or hand over a smaller volume of the ordered goods and settle the delivered goods prevailing on the day the goods were handed over if the price is higher than the prices agreed in the original contract or otherwise settle the order at the originally agreed prices.
5. Additionally, in case of the change to the order volume as specified above, the Company shall also be entitled to unilaterally modify the previously agreed costs of transport, irrespective of the fact if they constitute an element of the agreed price or are settled separately, in compliance with the modified terms and conditions of the order.
 6. The Buyer may not refuse part deliveries. The purchase price for a part of the performed order shall be payable irrespective of the performance date of the remaining part of the ordered goods.
 7. If the Company is late with performing an order, the Buyer may - subject to designating an appropriate additional time to perform the contract for the Company - terminate the contract if by the expiry day of such additional period the goods have not been reported by the Company as ready to hand over. When a delay in performing the contract is due to a delay by a sub-contractor, the Company shall be obliged - upon a request of the Buyer - to immediately transfer to the Buyer all claims vis-a-vis such sub-contractor up to the amount of the damage suffered by the Buyer. In such situation, the Company shall not be held liable for delay in performing the contract.

► Force majeure.

Neither of the parties shall be responsible for its failure to perform or to duly perform its contractual obligations if this has been caused by force majeure. Force majeure shall include all circumstances and events that could not have been reasonably predicted or prevented, that are external to the parties to the contract and are not caused by either of them or by any other party for which they are responsible. In particular, examples of force majeure include strikes and lockout, export and import restrictions, irrespective of the fact if they affect the Company or the Buyer. In such situation, the Buyer may request the Company to make a statement if it terminates the contract or will perform the contract as soon as the obstacles cease to exist. If no such statement is provided by the Company, the Buyer may terminate the contract.

► Place of performance, dispatch of the goods, transfer of risk of damage to or loss of the goods.

1. Unless agreed otherwise in writing, sales will always be effected ex production facility or warehouse of the Company and in case of import - ex warehouse of the exporter abroad.
2. The risk of accidental destruction or damage to the goods shall be transferred to the Buyer at hand over of the goods to the forwarder or carrier. Such moment of the transfer of risk also applies to situations when as a result of an earlier agreement the Company has also agreed to dispatch the goods with its own resources to a place of delivery in Poland or abroad designated by the Buyer (e.g. deliveries of the goods to a construction site).
3. Unless agreed by the parties otherwise, the goods shall be handed over to the Buyer without packaging and without anti-corrosion protection; the goods shall be loaded onto the vehicles provided by the Buyer in compliance with the rules prevailing at the Company's facility.
4. The Buyer shall be responsible for arranging for correct access by the vehicles carrying the goods to the place of unloading; this in particular applies to trucks with semi-trailers. In case of black ice, icing, snow or application of additional trailers, etc., any additional costs shall be covered by the Buyer.
5. For the unloading of the goods, the Buyer shall provide a crane, fork-lift trucks and any other required equipment as well as personnel. The parties agree that both the unloading equipment and the workers acting in the name or on behalf of the Buyer shall be obliged to wait of delivery for up to 2 hours after the agreed delivery time to the place of destination; any additional resultant costs shall be covered by the Buyer.

General Terms and Conditions of Sale

GÓR-STAL sp. z o.o.

► Arrangement plan / Static calculations.

If pursuant to a specific written agreement, the Company shall be obliged to perform an arrangement plan, static calculations and any other plans and drawings, the following provisions shall apply:

1. The Company shall not be obliged to verify the materials and data provided for the purpose by the Buyer.
2. The Buyer shall be obliged to control the measurements and quantities specified in the plans and/or drawings and to confirm in writing the compliance of the provided plans, static calculations, drawings, etc. within 2 weeks of the date the Company has been commissioned to develop the documentation.
3. The documentation provided by the Company with static calculations shall be binding; it may be applied solely when verified by a competent expert.

► Statutory warranty.

1. The Company reserves the right to modify the technical parameters versus the data provided in prospectuses, drawings and other advertising materials, as a result of product modernisation improving their functional properties.
2. The Company shall remain bound by the technical parameters when they have been explicitly agreed with the Buyer and they shall constitute an assurance as to the properties of the sold goods.
3. The Company assures that the delivered goods are compliant with state-of-the-art technologies, including the requirements set forth in the appropriate permits as well as with the contractual agreement with the Buyer. The Company further represents that the sold goods will function reliably if used in compliance with their intended use in ordinary Central European climatic and weather conditions, without direct exposure to sea water and excessive UV radiation, free of exposure to intensive chemical compounds. With reference to all values and dimensions of the goods, specified in the relevant permits and the contract, the Buyer shall be obliged to accept the standard deviation tolerances unless agreed otherwise in writing. The parties accept differences in the colour tones that may occur in case of part deliveries or in case of deliveries of goods that differ as to the production date and sheet metal thickness.
4. Any rights under the statutory warranty shall expire 6 months of the handover date of the goods to the Buyer. Complaints relating to any defects disclosed during the inspection of goods shall be filed without undue delay, however not later than within 5 working days of the delivery of goods to the place of destination. Complaints related to defects that may be detected solely when the goods are used (hidden defects) shall be reported as soon as detected. The date when such complaint is received by the Company shall be the date when the detected defect is reported. In all instances, complaints shall be made in writing, by telex or telegraph and shall contain a detailed description of the defect. Otherwise, the Buyer shall lose all rights under the statutory warranty.
5. The Buyer may exercise its rights under the statutory warranty as long as it complies with the following rules:
 - a. the goods shall be stored and processed in compliance with the applicable specialist requirements, in particular with the requirements of the relevant technical documentation (permits) and the generally accepted technology standards,
 - b. if a defect is detected, further processing of the goods should be stopped immediately; the goods shall be made available to the Company for inspection and samples of the defective goods shall be delivered to the Company upon its request.
6. If the rules of complaint related procedures are complied with, the Company at its own discretion shall repair the defective goods or deliver goods free of defects. If the Company states that a repair or delivery of new goods is impossible or non-feasible, the Buyer may demand a purchase price reduction or terminate the contract. In such case, any claims for damages by the parties shall be limited to refund of mutual performances.

► Damages.

The Company shall be liable for any damage resulting from failure to perform or incorrect performance of the contract if such damage was caused wilfully or as a result of gross negligence on the part of the Company or persons for whom it is liable. The amount of the damages shall be restricted to the value of the subject of the contract.

General Terms and Conditions of Sale GÓR-STAL sp. z o.o.

► Final provisions.

1. Any amendments to the contract made orally shall be null and void.
2. Should any provisions of these terms and conditions prove to be invalid or are found to be invalid by a court or another competent authority, the remaining provisions shall remain valid unless the circumstances show that without such invalid provisions the contract would not have been concluded. In such situation, the parties agree that the invalid provision will be replaced with a provision closest to its legal or economic meaning.
3. The Company's registered office shall be the place of performance of this contract.
4. The interpretation and application of these general contractual terms and conditions as well as individual contracts shall be subject to Polish law.
5. Any disputes that may arise from sales contracts shall be resolved by a court competent for the Company's registered office.

" GÓR-STAL" Sp. z o.o.
38-300 Gorlice, ul. Przemysłowa 11
tel. 018 353 98 00
REGON 852712117 NIP 738-19-45-154

Applicable since: 21.01.2011

Prepared by: Managing Director Jacek Jajeńnica