

## GENERAL TERMS AND CONDITIONS OF AGREEMENTS FOR **ENTREPRENEURS**

- 1. [Scope of application] These terms and conditions apply to agreements concluded by Steelpress Sp. z o.o. (the Seller) with entities conducting business activity (the Buyers) by way of orders placed by the Buyers.
- 2. [Formal order requirements] Orders should be placed by persons authorized to represent the Buyer according to the data revealed in a relevant register or under power of attorney. The following documents should be attached to the first order:
  - a) in the case of persons conducting one-man business activity - a photocopy or a scan of the copy of the entry in the business activity register,
  - b) in the case of an order placed by a representative also a photocopy or a scan of the power of attorney,
  - c) in the case of commercial companies and partnerships a current extract from the National Court Register or from its foreign equivalent confirming the legal status and the form of the business activity conducted.
- 3. **[Lead time]** Lead time for:
  - a) **domestic orders** is up to 7 working days unless the parties agree otherwise.
  - b) foreign orders is up to 4 weeks unless the parties agree otherwise.

In the event of an inability to fulfill a given order within the deadlines set above (in particular due to lack of products in the warehouse) the Seller shall immediately inform the Buyer about this fact and set another date and arrange the way of order fulfillment.





- 4. **[Orders placed by phone]** In exceptional situations orders can be placed by phone. Such orders should be confirmed in writing (following the above-mentioned requirements) within 3 days from the date of its placing but not later than prior to the expiry of the time limit for starting order fulfillment. In the event of a failure to confirm the order correctly, the order is not binding on the Seller.
- 5. **[Priority for those using the Customer Panel]** Orders placed through the Customer Panel are prioritized. In terms of their delivery they have priority over other orders.
- 6. **[Prices]** The prices quoted in price lists are net prices to which VAT shall be added at its current rate. **[Order withdrawal]** The Buyer can withdraw an order but only until the Seller completes its fulfillment on condition that all the costs incurred by the Seller in connection with starting order fulfillment are reimbursed immediately.
- 7. [Costs of delivering the goods to the territory of Poland] In the case of orders amounting to more than PLN 1,000 net (fulfilled in the territory of the Republic of Poland) the costs of goods delivery are covered by the Seller unless the parties unanimously agree otherwise. In the case of orders amounting to less than PLN 1,000 net the costs of goods delivery are covered by the Buyer.
- 8. [Costs of delivering the goods outside Poland] In the case of orders amounting to more than EUR 3,000 net (fulfilled outside the territory of the Republic of Poland) the costs of goods delivery are covered by the Seller. In the case of orders amounting to less than EUR 3,000 net the costs of goods delivery are covered by the Buyer (under EXW conditions) unless the parties unanimously agree otherwise.





- 9. [Payment date] Unless otherwise unanimously agreed by the parties, the goods are paid for at the moment of their delivery at the latest.
- 10. [Interest] In the event of a delay in payment the Seller shall enforce statutory interest due.
- 11. **[Forms of complaints]** Complaints should be made with the use of a complaint form the template of which is available on the website www.steelpress.eu. If necessary, the faulty goods should be sent together with the protocol.
- 12. [Deadline for replying to complaints] No reply of the Seller to a complaint made in a correct way within 14 days shall mean that the complaint has been accepted.
- 13. [Complaints with regard to quantity] Complaints with regard to the quantity of the goods delivered should be made immediately after failures in quantity are found but not later than within 1 working day from the date of goods delivery.
- 14. [Delivery of catalogues] All the valid catalogues of goods are available on our website www.steelpress.eu. At the Buyer's request the Seller shall deliver printed versions of the catalogues.
- 15. [Right to change the range of goods on offer] The Seller can change the range of products on offer at any time. Information on any changes is available on our website <u>www.steelpress.eu</u>.
- 16. [Representations of the Seller] The Seller declares that it has adequate production resources and technical and research facilities which guarantee the high quality of products and



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timeliness of deliveries, and moreover, that the goods sold have been awarded with relevant certificates, including certificates of quality.



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