GENERAL TERMS AND CONDITIONS FOR ENTREPRENEURS

- 1. [Scope of application of the terms and conditions] These terms and conditions shall apply to contracts concluded by Steelpress Sp. z o.o. (Seller) with business entities (Purchasers) by way of an order placed by the Purchaser.
- 2. [Forms of order placement] Orders shall be placed in one of the following forms:
- a) via the Customer Panel at http://klient.steelpress.eu/PK/Login.aspx (hereinafter referred to as the "Customer Panel") only domestic contractors
- b) by e-mail to sale@steelpress.eu.
- 3. **[Formal requirements for orders]** An order shall be placed by persons authorised to represent the Purchaser in accordance with the data disclosed in the relevant register or pursuant to the power of attorney granted. The first order is accompanied by:
- a) in the case of self-employed persons a photocopy or scan of an extract from the register of economic activity,
- b) in the case of an order placed by an attorney also a photocopy or scan of the power of attorney.
- c) in the case of commercial law companies an up-to-date excerpt from the National Court Register
- 4. **[Lead time of orders]** a) The Seller shall specify the lead time of the Purchaser's order individually upon acceptance. The order lead time depends on, among other things, the Seller's current stock, the number of orders in progress, the size and type of order and the Seller's production capacity.
- b) The Seller shall make every effort to meet the indicated lead time, but it may change, in particular due to force majeure and other circumstances beyond the Seller's control, as well as due to a change in the market situation and current business conditions. The Purchaser shall be informed by the Seller about the change of the order lead time.

If it is not possible to complete the order within this lead time (in particular due to the lack of product assortment in the warehouse), the Seller shall immediately notify the Purchaser, setting an additional lead time and method of order completion.

- 5. [Priority for Customers using the Customer Panel] Domestic orders placed via the Customer Panel are processed as a priority. They shall have priority in deliveries over other orders.
- 6. **[Prices]** The prices listed in the price lists are net prices, to which VAT shall be added at the current rate. If, between the placement of the order (conclusion of the agreement) and the date of delivery, there occurs any significant change in the economic conditions, including in particular a significant change in the prices of raw materials or energy, the Seller shall be entitled to adjust and change the price in proportion to the increased production costs. [Order cancellation] The Purchaser may cancel an order only until its completion by the Seller, provided that the costs incurred by the Seller in connection with its implementation are reimbursed immediately.
- 7. **[Terms and costs of delivery]** Unless otherwise agreed between the parties, the goods shall be delivered in accordance with the INCOTERMS (International Commercial Terms) EXW Ex works. **[Payment date]** Unless otherwise agreed between the parties, payment for the goods shall be made before delivery.
- 9. [Interest] In the event of delay in payment, the Seller shall claim the statutory interest due.
- 10. **[Form of lodging complaints]** Complaints shall be lodged on a complaint form, a specimen of which is available at www.steelpress.eu. If necessary, the goods complained about should be sent together with the report.

- 11. **[Time limit for responding to complaints]** The Seller's failure to respond to a properly lodged complaint within 14 days shall be deemed an acknowledgement of the complaint.
- 12. **[Quantitative complaints]** Complaints relating to the quantity of the delivered goods shall be made immediately upon discovering quantitative shortages, but no later than within 1 working day of the delivery of the goods.
- 13. **[Provision of catalogues]** All up-to-date product catalogues are available at www.steelpress.eu. At the Purchaser's request, the Seller shall deliver printed product catalogues.
- 14. **[Right to change the product range]** The Seller may change the product range of the goods offered at any time. Information on all changes is available at www.steelpress.eu
- (15) **[Seller's assurances]** The Seller declares that it has at its disposal an appropriate production base and technical and research facilities guaranteeing the high quality of products and timely deliveries and, furthermore, that the products sold by it have the relevant approvals and quality certificates.