

## General Terms and Conditions of Sale at Interstal S.A.

### 1. PRELIMINARY INFORMATION

- 1.1. The General Terms and Conditions of Sale, hereinafter referred to as "**GTCS**", regulate the principles of sale of goods by Interstal S.A. with its registered office in Cracow at the following address: 30-733 Kraków, Obrońców Modlina 7D Street, TAX ID: 663-168-93-62, NCR 0000289226, Share capital: PLN 142,230, hereinafter referred to as **the Seller**.
- 1.2. **The Buyer** within the meaning of the "GTCS" shall be an entrepreneur conducting a business activity, a commercial company or other entity or organisational unit with legal capacity, purchasing goods within the scope of its business activity.
- 1.3. Placing an order by the Purchaser means that he/she has familiarised himself/herself with GTCS and accepts the following terms and conditions of order completion. The content of GTCS is available on the website [www.interstal.pl](http://www.interstal.pl) as well as in the registered office and branches of the Seller.
- 1.4. The sale of goods by Interstal S.A. is carried out only on the basis of written orders placed by the Buyer.

### 2. ORDERS

- 2.1. The Purchaser shall order the goods from the Seller in accordance with the rules set out in the GTCS, observing the nomenclature and symbols of the assortment in force at the Seller available on the website [www.interstal.pl](http://www.interstal.pl) and in the Seller's registered office or branches. Any errors caused by incorrect or inaccurate marking shall be charged to the Purchaser.
- 2.2. The buyer places an order in a written form and sends it by traditional mail, by e-mail or submits it personally in the company seat in Krakow at 7D Obrońców Modlina Street, or in any point of sale of Interstal S.A. The buyer should make sure that the order sent by e-mail reaches Interstal S.A. in a legible form.
- 2.3. In order to conclude a sale agreement with a deferred payment date, the Buyer should send before the transaction to the general address of Interstal S.A. or to the proper e mail address of the supervisor acting on behalf of Interstal S.A. photocopies of the following documents: registration document confirming business activity, TAX ID, REGON and proper powers of attorney authorizing to collect the goods, if the collectors will be other persons than those

indicated to represent the Buyer in the registration documents. NCR documents cannot be older than 3 months.

- 2.4. An order is accepted for fulfilment as soon as it is approved by the Seller. The buyer will receive a notification from the Seller that the order has been accepted for fulfilment.
- 2.5. The order completion date shall be communicated by the Seller to the ordering party in writing by fax or e-mail.
- 2.6. In case of doubt, the prices offered are net prices exclusive of VAT.
- 2.7. The acceptance of the order is tantamount to the conclusion of a purchase contract with the purchaser and the obligation to accept the goods.
- 2.8. The Buyer who wishes to cancel a placed order is obliged to do so in writing within 24 hours from the date of placing the order, via e-mail sent to the address appropriate for the Buyer's contact person.

### **3. TERMS OF PAYMENT**

- 3.1. The Goods shall remain the property of the Seller until the Buyer has paid the full purchase price.
- 3.2. When making a purchase, the Buyer may choose three forms of payment for the goods:
  - By cash:
    - ❖ Payment at the cash desk in the company's headquarters or any other branch of Interstal S.A., at the moment of personal collection of the goods up to the amount specified by law - not more than 15 000 ( fifteen thousand ) PLN gross.
    - ❖ Cash on delivery, i.e. payment upon collection of the goods by the Buyer at the indicated place of delivery. The goods will be delivered by a shipping company to the address previously indicated by the Buyer. In the event that the goods sent cash on delivery are not collected or collection is prolonged through the fault of the Buyer, the Buyer will be obliged to pay the related costs.
  - Transfer before receipt of goods - prepayment.
  - By deferred payment according to individually fixed payment terms and conditions that the buyer must meet in order to be granted the possibility of deferred payment - bank transfer.
- 3.3. Deferred payment transactions require the prior consent of the Seller. If the goods are delivered despite the lack of prior consent for deferred payment, it is assumed that the payment of the price for the goods should be made on the day of delivery.

- 3.4. The buyer is obliged to indicate his chosen form of payment on the order form.
- 3.5. Deferred payment transactions are subject to insurance according to the rules of the insurance company or according to an individual decision of Interstal S.A. Depending on the amount of the credit limit granted by Interstal S.A., the insurance company or Interstal S.A. may ask the Buyer for additional financial documents needed for payment insurance. Lack of these documents, or lack of confirmation of adequate creditworthiness, will result in a refusal to grant a credit limit and a refusal to agree to a transaction with a deferred payment date. In the case of insuring the transaction with an insurance company, Interstal S.A. does not have the possibility to interfere with an independent assessment of creditworthiness made by an external insurance company.
- 3.6. In order to obtain the Seller's consent for payment by bank transfer with deferred payment date, the Buyer, who orders goods from Interstal S.A., cannot be in arrears with current payments. He or she should also show at least two previous payments to the Seller for the goods in the form of cash or prepayment in the amount of at least PLN 5,000 / five thousand / net on two different days.
- 3.7. Interstal S.A. reserves the right to unilaterally change the payment terms, to block the release of the goods and to reduce the credit limit in case of the Buyer's outstanding with debts owed to Interstal S.A. or receiving information from an insurer about the lack or reduction of the Buyer's creditworthiness. The Seller shall inform the Buyer about the change terms of payment.
- 3.8. The buyer purchasing goods produced or ordered by Interstal S.A. at the request of the Buyer is obliged to make an advance payment to Interstal S.A. in the amount of **30% of the gross price**. In case of withdrawal of the Buyer from the agreement, his resignation from the submitted order or the necessity of withdrawal from the agreement by the Seller for reasons attributable to the Buyer, this advance payment is not refundable and in such case is treated as a deposit in the understanding of the Civil Code.
- 3.9. The Buyer shall be obliged to pay the amounts due for the goods indicated on the VAT invoice on time and to meet the advance payment deadlines agreed with the Seller.
- 3.10. Failure of the Buyer to make a down payment on time for transactions in which it is required will result in an extension of the order processing time by the period of the delay in making the down payment.
- 3.11. Customers with a deferred payment agreement are obliged to provide the Seller with a list of employees authorised to place orders and collect goods on behalf of the Buyer. The list should be signed by persons authorised by the Customer in accordance with the Customer's representation or further powers of attorney. The list shall contain the name and surname of the employee together with his identity card number and the scope of his authorisation (placing orders/collection of goods). The authorisation shall be deemed valid until revoked in writing under pain of invalidity. Deferred payment transactions will not be carried out with persons not on the list received from the Buyer. The buyer will ensure that the persons indicated on his list agree to the processing of their personal data to the extent of handing them over to Interstal

S.A. and storing and processing them for the purpose connected with The Purchaser will also inform them about the possibility of inspecting the processed data and requesting their modification or deletion.

- 3.12. In the event of default of payment, the Buyer agrees to pay all costs incurred by the Seller in pursuing payment for the goods taken over by the Buyer, including the costs of legal services and enforcement in the full amount incurred by the Seller.
- 3.13. In the event of a delay in payment, the purchaser shall pay statutory interest without notice.

#### 4. SALE OF GOODS

- 4.1. The sale of goods to the Purchaser shall be documented by a VAT invoice issued by the Seller and the release of goods to the Purchaser shall be confirmed by a WZ document legibly signed by the Purchaser or a person representing him upon receipt of the goods.
- 4.2. When purchasing goods, the buyer is obliged to provide full details for the VAT invoice.
- 4.3. A buyer who wishes to receive VAT invoices in the form of e-invoices is obliged to submit an appropriate written statement authorising Interstal S.A. to issue these documents in this form.
- 4.4. In the event that the Buyer collects the goods in person at the company's registered office or its branch, or at a delivery point indicated by him, he shall be obliged to sign legibly the copy and take delivery of the original delivery document.
- 4.5. The submission by the Buyer of an authorisation for the Seller to issue a VAT invoice without his signature shall be tantamount to the recognition of a claim arising from such an invoice when the goods delivered are in accordance with the order placed by the Buyer.

#### 5. DELIVERY AND COLLECTION OF GOODS

- 5.1. The purchased goods are issued to the Buyer from the warehouse located in the registered office of Interstal S.A. or in the production plant located at 1 Fabryczna Street in Bytom or in any other branch of the Company.
- 5.2. The proof of authorization to release the goods from the warehouse under self-collection shall be **the legible** signature of the goods dispatched note document (Polish WZ) by the Buyer, on the basis of which the goods are released. If the goods are collected by a third party, the third party must have written authorisation from the Buyer to collect the goods and sign the documents on behalf of the Buyer. Failure to present written authorisation shall be

tantamount to the Seller's justified refusal to release the ordered goods due to the Buyer's fault.

- 5.3. An order shall be deemed fully completed if the goods are released to the Buyer with a quantity and weight tolerance of +/- 10% in relation to the order.
- 5.4. The date and place of delivery will be specified in each order confirmation.
- 5.5. In the event that the goods being sold are originally packed in parcels that have not been unpacked, the Parties shall adopt the actual weight of the goods as given by the Producer and recorded on the label identifying a given parcel of goods. In the absence of the Producer's label, the Parties shall accept the actual weight of the parcel resulting from the weighing carried out by the Vendor. If the goods are not originally packaged in parcels and the subject of the sale are individual items removed from the parcel, the parties shall accept the theoretical weight resulting from a conversion factor based on the relevant material standards.
- 5.6. If the Buyer does not specify in the order the documents he requires to be delivered, the Seller shall not be obliged to deliver them upon request.
- 5.7. The parties agree that the cost of loading the goods onto the means of transport shall be borne by the Seller, and the cost of unloading shall be borne by the Buyer, irrespective of who bears the cost of transport. The Buyer is obliged to provide the conditions and equipment necessary for efficient unloading. The seller is not liable for any damage caused during unloading. If the delivery is made by means of the Seller's truck, the Seller may charge the Buyer with the costs of the stoppage for reasons attributable to the Buyer.
- 5.8. The Buyer undertakes to examine the goods very carefully in terms of quantity and quality at the time of receipt. The signature of the document of receipt of goods by the Buyer or the consignee shall be tantamount to stating the conformity of the goods and their parameters with the contract.
- 5.9. In the event of a delay in taking delivery of the goods, the purchaser bears the risk of deterioration of the products, their accidental destruction or their involuntary loss.
- 5.10. Risk of loss of or damage to the goods shall pass from the Seller to the Buyer as soon as the goods have been handed over to the Buyer or, if the goods have been entrusted to a carrier appointed by the Buyer, as soon as the goods have been handed over to the carrier, irrespective of who bears the transport costs.
- 5.11. Failure to collect the ordered goods on time for reasons attributable to the Purchaser shall result in the conclusion of a contract for paid storage of goods by the Seller at the expense of the Purchaser. The remuneration for the storage of unclaimed goods shall amount to 1% of the net value of the unclaimed goods for each day of storage, but not less than PLN 100 net per day. Storing the goods does not waive the obligation to collect the goods, and if the

collection does not take place within 60 days from the date indicated in the confirmed order, the Seller shall withdraw from the contract through the fault of the Purchaser. In such a situation, the goods shall remain the property of the Seller, but the Buyer shall remain obliged to pay the storage fee. At the express request of the Buyer, it is possible to conclude a separate Contract for Paid Storage of Goods /UPPT/ with the Seller.

- 5.12. At the customer's request, Interstal S.A. may calculate in the purchase price of the goods its delivery by its own transport to the buyer. The transaction of the purchase of goods with the seller's own transport must be individually agreed by the Parties at the order stage.
- 5.13. Upon the buyer's own collection of products from the warehouses of Interstal S.A. The Buyer is obliged to check the quantity and conformity of the goods issued with the order made by him/her and with a WZ stock document issued. Signing the goods dispatched note document (Polish WZ) by the Buyer means confirmation of compliance of the quantity and quality of the received products with the placed order. Subsequent complaints in this respect will not be accepted.
- 5.14. In the case of shipment of goods by a forwarding company, the Buyer should check the quantity and conformity of the goods with the order placed by him at the time of delivery by the courier. In the case of non-conformity of the delivered goods with the order or damage to the received shipment, the Buyer is obliged to draw up, in the presence of the courier, a protocol of discrepancies and/or damage to the shipment, under pain of refusal by the Seller to take into account any later claims in this respect. The Buyer is obliged to send the written protocol immediately to the Seller by fax or e-mail.

## **6. COMPLAINTS**

- 6.1. The Seller shall not be liable for defects of second-hand goods, defects that are not latent defects or defects resulting from poor storage at the Customer's premises, transporting transport and storage at the Customer's premises or improper use of the products.
- 6.2. Complaints shall be accepted in writing. The complaint must include an indication of the type and quantity of the goods complained of, the number of the document that describes the delivery, i.e. the number of the VAT invoice and the goods dispatched note document (Polish WZ). Complaints shall be accepted on the complaint document /DRS/ available at the Seller's registered office or on the website [www.interstal.pl](http://www.interstal.pl). The submission of any quantitative and qualitative complaints regarding visible defects must take place upon the receipt of goods and must refer to the shipping documents relating to the given delivery.
- 6.3. The goods which are subject to the complaint should be identifiable, clean, in delivery condition and delivered to the address of the production plant of Interstal S.A., Bytom, Fabryczna 1 Street and delivered to the address of the production plant of Interstal S.A., Bytom, Fabryczna 1 Street. The costs connected with transport of delivery and collection of

the advertised goods from Interstal S.A. are covered by the Buyer. Interstal S.A. does not cover costs of disassembly of the goods complained of by the Buyer.

- 6.4. The Seller shall respond to the complaint submitted by the Buyer in writing by means of snail mail or electronic mail and shall inform the Buyer about the acceptance of the complaint, further procedure for its handling or the reasons for refusal of the complaint. If it is necessary to consult external parties, the response time may be extended.
- 6.5. In the case of sales between entrepreneurs, the Buyer loses his rights under the warranty if he did not examine the goods in the time and manner usual for goods of that kind and did not notify the Seller immediately about the defect, and in the case the defect became apparent only later, if he did not notify the Seller immediately after its discovery, but no later than within 30 days from the date of delivery of a particular consignment.
- 6.6. Notification of discrepancies in quantity and quality upon receipt requires a discrepancy report to be drawn up and an entry to be made in the transport document, signed by the carrier. It will not constitute grounds for a complaint if the quantity of goods actually delivered differs from the quantity indicated on the transport document by no more than +/-1 %.
- 6.7. If quality discrepancies are reported, it is the buyer's responsibility to indicate that the delivered goods do not comply with the order or the material standard.
- 6.8. The Buyer undertakes to protect the goods against any harmful factors, including weather conditions. The Purchaser shall make the complained goods available and isolate them for inspection by the Seller. If a latent defect is detected during the technological process, the Buyer is obliged to immediately cease any further processing of the goods. If the goods are processed after the notification of non-conformity, the Seller's liability for defects shall expire.
- 6.9. The complaint shall be accepted or rejected in writing after the Seller has examined the defective batch of goods or, if necessary, after an expert opinion has been carried out by an independent expert. If the complaint is accepted, the Seller undertakes to replace the defective goods at his own expense with goods free from defects within the period agreed by the Parties. If it is not possible to replace the goods, the Seller shall have the right to refuse to replace the goods and return to the Purchaser an appropriate part of the price, provided that the payment has already been made by the Purchaser.
- 6.10. The Seller's liability shall be limited to the Buyer's actual loss and shall not include the lost profits of the Purchaser or other entities associated with him.

## **7. RULES FOR THE SALE OF PALLETS**

- 7.1. A customer buying INTERSTAL goods buys them together with a pallet on which the goods are placed.

- 7.2. To the price of goods INTERSTAL shall also add the selling price of the pallet depending on its type. The price list of pallets constitutes Annex No. 3
- 7.3. For 60 days from the date of sale by INTERSTAL of the goods together with the pallet (the date of the VAT invoice is decisive), the Customer shall retain the right to withdraw from the purchase of the pallet, provided that within this period the pallet is returned to INTERSTAL in the same condition as it was received, complete, undamaged, provided with a label with the INTERSTAL code, suitable for reuse.
- 7.4. INTERSTAL shall confirm the withdrawal of the Customer from the purchase of the pallet by means of an adjustment of the sales invoice and shall refund the sales price of the pallet.

## **8. FINAL REGULATIONS**

- 8.1. To matters not regulated by the GTCS, the provisions of the Civil Code shall apply.
- 8.2. The Seller reserves the right to amend these GTCS in the event of justified needs.
- 8.3. The changes introduced to GTCS come into force from the date of their publication on the Seller's website [www.interstal.pl](http://www.interstal.pl) and from the date of their announcement at the Seller's registered office by posting in a place accessible to the Purchasers. A Buyer who does not agree with the changed terms and conditions has the right to terminate cooperation with Interstal S.A. in a written form under pain of nullity.
- 8.4. Any doubts or disputes arising in relation to the cooperation of the Parties shall be submitted by the Parties for settlement by a common court competent for the seat of Interstal S. A.