

General Terms and Conditions for the Sale of ThyssenKrupp Stal Serwis Polska Sp. z o.o.

1. The Scope of the Binding Force, Offers

- 1.1 These General Terms and Conditions for the Sale (hereinafter referred to as: General Conditions) constitute the general terms and conditions for the agreements in the understanding of art. 384 of the Civil Code and are applicable to the agreements of sales, delivery and other, concluded by ThyssenKrupp Stal Serwis Polska Sp. z o.o. (hereinafter referred to as: ThyssenKrupp Stal Serwis Polska), with its seat in Dąbrowa Górnicza, with the entrepreneurs who are natural persons, as well as legal entities (hereinafter referred to as: Buyers).
- 1.2 These General Conditions constitute an integral part of the agreements and are binding for the Parties in full scope, unless the Parties agree otherwise in the agreements.
- 1.3 The proposals made by ThyssenKrupp Stal Serwis Polska, in particular information and data contained in the catalogues, brochures, price lists, do not constitute an offer in the understanding of the Civil Code, unless explicitly stated in writing.
- 1.4 For the interpretation of trade clauses, in case of any arising doubts, the Incoterms guidelines prevail each time in their latest version.

2. Prices

- 2.1 Unless agreed otherwise, the prices and conditions determined while concluding the agreements are binding for the Parties.
- 2.2 The prices recorded in the agreements are net prices, which are to be increased by due goods and services tax or other due taxes or public-legal fees, in accordance with the applicable legal regulations, in the amount binding as for the day of issuing VAT invoice.

3. Payments and Settlements

- 3.1 Unless agreed otherwise in the agreements or provided otherwise in an order, the price is subject to payment by money transfer within 30 days from the day of issuing VAT invoice, onto the indicated bank account. The payment date is the date of crediting ThyssenKrupp Stal Serwis Polska bank account, indicated on the invoice. The costs of payment transaction realization shall be incurred by the Buyer.
- 3.2 In case of delay in payment by the Buyer, ThyssenKrupp Stal Serwis Polska shall be entitled to calculate statutory interests. ThyssenKrupp Stal Serwis Polska reserves itself the right to claim compensation exceeding the above indicated interests.
- 3.3 If the abatement have been agreed, it always refers only to the value of delivery, without freight, and it assumes total settlement of all the requisite Buyer's due amounts at the time of abatement. Unless determined otherwise, the abatements dates commence on the day of issuing an invoice.
- 3.4 ThyssenKrupp Stal Serwis Polska is entitled to setting off receivables vested to ThyssenKrupp Stal Serwis Polska on the part of the Buyer with the receivables of the Buyer towards ThyssenKrupp Stal Serwis Polska, if the subject of these receivables is money or items of the same quality defined only as to the brand, and both receivables are payable and can be claimed at the court or other state authority, regardless of the legal title.

4. Hedges

ThyssenKrupp Stal Serwis Polska is entitled to make the realization of the delivery conditional on hedging payments in the form accepted by ThyssenKrupp Stal Serwis Polska, e.g. in the form of the stand-by, guarantee, bills of exchange or advance payment.

5. The Realization and Dates of Delivery

- 5.1 The condition for timely realization of the delivery by ThyssenKrupp Stal Serwis Polska shall be its possession of goods ordered by the Buyer. Should the realization of the delivery be not possible in time agreed by the Parties owing to ThyssenKrupp Stal Serwis Polska being not in possession of goods ordered by the Buyer, ThyssenKrupp Stal Serwis Polska shall deliver ordered goods immediately after equipping itself in these goods or within the time agreed by the Parties.
- 5.2 Unless determined otherwise in the agreements or stated otherwise in the order, the realization of the order shall ensue through the carrier or shipper engaged by ThyssenKrupp Stal Serwis Polska, on to the address indicated by the Buyer in the order. Should the address, where the delivery should be effected, be not indicated by the Buyer in the given order, the delivery shall be made effective at the discretion of ThyssenKrupp Stal Serwis Polska:
 - to any place, in which Buyer's activity has been performed,
 - to the Buyer's address indicated in the Register of Entrepreneurs (or in the Register of Business Activity)
 - to the place where the delivery was effected earlier.

- 5.3 The dates of processing deliveries begin the moment ThyssenKrupp Stal Serwis Polska confirms order acceptance and are binding only on condition of timely coordination of all order's details and on condition of timely fulfillment of all the obligations on the part of the Buyer, such as in particular submitting all the official certificates and granting appropriate hedges to ThyssenKrupp Stal Serwis Polska.

- 5.4 Non-observance of the delivery dates by ThyssenKrupp Stal Serwis Polska, entitles the Buyer to withdraw from the agreement only after appointment by ThyssenKrupp Stal Serwis Polska the additional date for the realization of the delivery in writing.

- 5.5 In case of delay ThyssenKrupp Stal Serwis Polska shall be held responsible, pursuant to the records of pt. 12, for proved damages borne by the Buyer due to the delay in the realization of the delivery.

ThyssenKrupp Stal Serwis Polska shall immediately notify the Buyer about the anticipated delay period in the delivery. Having become acquainted with the delay period, the Buyer should immediately inform ThyssenKrupp Stal Serwis Polska about the amount of the anticipated loss resulting thereof. If the anticipated losses for the delay exceed 20% of the delivery value, as to which the delay will ensue, the Buyer is committed to immediately make efforts to limit the loss, or exercise purchasing opportunities indicated by ThyssenKrupp Stal Serwis Polska in order to limit the loss, by withdrawal from the agreement with reference to the delivery which was delayed. Under such circumstances, ThyssenKrupp Stal Serwis Polska undertakes to return the documented additional costs of purchase in order to cover the damage and proved losses arising in the meantime by way of the delay in the delivery.

If the Buyer shall not respect its obligations to limit the losses in accordance with the above paragraph, the responsibility of ThyssenKrupp Stal Serwis Polska for proved losses by way of delay, shall be limited to the amount of such loss, which would remain after the application of the above provisions by the Buyer.

6. Reservation of Ownership

- 6.1 Until complete and final payment of any fees for the given goods delivery, these goods remain the property of ThyssenKrupp Stal Serwis Polska (reserved goods). ThyssenKrupp Stal Serwis Polska is entitled to transfer its rights reserved for the Buyer by way of the agreement, onto the third party.

- 6.2 In case of processing the reserved goods by the Buyer, its combining or mingling with other items (or the assets of the estate) in such a way, so that the restoration to the previous state would involve excessive difficulties or costs, ThyssenKrupp Stal Serwis Polska will be deemed the co-owner of the new item (or the assets of the estate) resultant from processing, combining or mingling. Co-ownership shares shall be determined according to the relation of value of the processed, combined or mingled items.

- 6.3 The Buyer can not sell the reserved goods prior to paying any fees for the given delivery of goods.
- 6.4 In case of the delay in paying fees for the given delivery or failure to buy the bill of exchange by the Buyer, ThyssenKrupp Stal Serwis Polska is entitled, by its choice, irrespective of other provisions of these General Conditions: either demand the return of goods issued and not paid for by the Buyer, or return of the item produced as a result of its processing, combining or mingling, or demand payment of goods' price.

- 6.5 In case of ThyssenKrupp Stal Serwis Polska demanding the return of the delivered goods, the Buyer is committed to return the goods issued, and not paid for at his own expense and risk within 14 days from the moment of addressing the demand by ThyssenKrupp Stal Serwis Polska. The costs of return encompass in particular the costs of loading, transportation and unloading in place indicated by ThyssenKrupp Stal Serwis Polska. The above rights are vested to ThyssenKrupp Stal Serwis Polska also under the circumstances, when after conducting an agreement it will be highly probable, that the fees of ThyssenKrupp Stal Serwis Polska by way of the given agreement concluded with the Buyer, are endangered following Buyer's insufficient ability to pay.

- 6.6 If the value of the established hedges exceed the secured fees, including the incidental dues (interests, costs and other) by more than 10%, ThyssenKrupp Stal Serwis Polska undertakes, following Buyers summons to release securities by the choice of ThyssenKrupp Stal Serwis Polska.

7. Qualities, Measures and Weight

- 7.1 The qualities and measures are determined on the grounds of DINEN norms or materials data sheets binding at the time of concluding agreement, and if there are none – according to the trade customs. Quality, measure and weight departures are permitted in the scope determined by DIN/EN norms or binding practice as for July 2007. The references to the norms, materials data sheets or plant control certificates do not constitute commitments nor guarantees, likewise the compliance statements, manufacture's statements and the relevant markings type CE and GS.

- 7.2 With reference to weight values, the weighing performed by ThyssenKrupp Stal Serwis Polska or its sub-suppliers are reliable. The basis for determining good's price is its gross weight, i.e. good's net weigh with the package. The weighing slip is the proof of weigh. Unless it is legally permitted, the weight can be determined normatively without weighing. This does not violate the customary extras and deductions (trade weighs). The number of parts, bundles etc. provided in the shipment documents are not binding towards goods counted by weight. If the retail weighing is customarily not taken, the total weight of the shipment is binding each time. The differences towards the accounting unitary weights are proportionally distributed onto these weighs.

8. Acceptances

- 8.1 If it has been determined that the Buyer will make acceptance of goods encompassed by the delivery himself, the acceptance can ensue directly after reporting readiness for acceptance in the delivering plant or in the warehouse of ThyssenKrupp Stal Serwis Polska. The costs related with the acceptance are borne by the Buyer.
- 8.2 If the acceptance shall not ensue, shall not be timely or shall be incomplete, not due to the fault of ThyssenKrupp Stal Serwis Polska, the company is entitled to shipment of goods without acceptance or to store goods at the expense and risk of the Buyer and to issue VAT invoice by way of it.

9. Shipment, Risk Taking, Partial Delivery

- 9.1 Determining the route of shipment and the mean of transport and the shipper or carrier remains within the authority of ThyssenKrupp Stal Serwis Polska.

- 9.2 If the transportation of goods encompassed by the delivery proves impossible or significantly hindered on the anticipated route or to the planned destination within the anticipated time, not due to the fault of ThyssenKrupp Stal Serwis Polska, the company is entitled to deliver goods by other way or to other destination. The additional costs arising thereof shall be borne by the Buyer.

- 9.3 Together with transferring goods to the shipper or carrier, the Buyer takes advantages, burdens and any risks related with goods, in particular the risk of damage and loss of goods. Under the circumstances when the Buyer takes over the goods himself, pursuant to the provisions of pt. 8 of the General Conditions, the advantages and burdens as well as the risk of damage and loss of goods are transferred on Buyer, the moment of leaving goods for acceptance. ThyssenKrupp Stal Serwis Polska shall insure goods at the expense of Buyer only on his explicit and written order.

- 9.4 The goods should correspond to the average requirements for the given type of goods and should be packed or deprived of packaging according to the relevant legal regulations and standards binding in ThyssenKrupp Stal Serwis Polska. The costs of packaging and other protective measures are borne by the Buyer.

- 9.5 ThyssenKrupp Stal Serwis Polska is entitled to partial realization of deliveries.

10. Summoned Orders, Permanent Orders

- 10.1 In case of the agreements for permanent deliveries, the Parties should determine branding division of goods in the periodic plans of deliveries with break up into the individual months or other periods.

- 10.2 If the single order exceeds the volume of goods anticipated in the agreement, ThyssenKrupp Stal Serwis Polska is entitled, but not committed, to deliver the increased volume of goods. The goods exceeding the volumes indicated in the agreement shall be delivered at prices binding at the time of summon or delivery.

11. Responsibility for Defects

- 11.1 Goods are compliant with the agreement, if at the time of risk transfer on Buyer, it does not differ or it differs in the irrelevant degree from the specification agreed by the Parties. The compliance with the agreement and faultlessness of goods are measured according to the unambiguous quality and quantity arrangements made for the ordered goods. The responsibility for the defined aim of use or particular aptitude is accepted only in the scope unambiguously agreed.

In other cases the risk of aptitude and applicability are borne exclusively by the Buyer. ThyssenKrupp Stal Serwis Polska shall not bear the responsibility for deterioration or damage of goods following their improper use by the Buyer, after risk take over.

- 11.2 The Buyer should immediately control goods upon reception. The claims by way of defects shall be considered only when the call for removal of defect shall ensue immediately in writing. Hidden defects should be notified by the Buyer in writing immediately upon discovery, before the elapse of period of limitation, determined in the agreement or the statutory period at the latest.

- 11.3 In case of disclosure of goods' defect, ThyssenKrupp Stal Serwis Polska can at their own discretion: remove the defect or deliver the Buyer with the faultless goods. If ThyssenKrupp Stal Serwis Polska shall not remove the defect or shall not deliver faultless goods to the Buyer, the Buyer can appoint the relevant date for performing these activities, after the ineffective elapse of which he can either demand the reduction of purchase price, or withdraw from the agreement. Further claims are excluded. This does not violate the provisions of pt 12.

- 11.4 In case of disclosing legal defect of goods, the Buyer is entitled to demand removal of it within two weeks from its disclosure. The record of pt. 11.4 sentence 2 prevails in other cases.

- 11.5 ThyssenKrupp Stal Serwis Polska can refuse to repair goods, if the repair entails the disproportionate costs. Disproportionateness occurs in particular when the direct costs of repair, including the expenses necessary for this purpose, exceed 150% of the accounting final price of goods, excluding goods and service tax.

- 11.6 If the Buyer has not discovered any defects of goods encompassed by the delivery upon the reception, due to failure to perform control or failure to act with due diligence while controlling goods, its rights to demand removal of defects is faults is exempted.

- 11.7 Under the circumstances of lodging a complaint, the Buyer should immediately ensure ThyssenKrupp Stal Serwis Polska with the opportunity to control the defective goods. On ThyssenKrupp Stal Serwis Polska request, the Buyer should make available the claimed goods or its sample at the expense of ThyssenKrupp Stal Serwis Polska. In case of the unjustified complaint, ThyssenKrupp Stal Serwis Polska reserves itself the right to burden the Buyer with the expenses of goods freight and reloading, as well as with the costs of quality control.

- 11.8 In case of goods sold as the declassified material, the Buyer is not vested with any rights by way of the defects, which should be taken into account in case of such goods.

12. The Overall Restrictions of Responsibilities and Limitation of Action

- 12.1 Unless regulated otherwise in these General Conditions, ThyssenKrupp Stal Serwis Polska takes the liability for damages for violating the substantial contractual obligations, only in the event of intentional or blatant neglect on the part of ThyssenKrupp Stal Serwis Polska. In other cases the responsibility of ThyssenKrupp Stal Serwis Polska is exempted.

- 12.2 The above limited responsibility is not binding in case of life threatening, bodily injury and health damage.

13. Proof of Export, Goods and Services Tax

- 13.1 Should the Buyer or its agent, with its seat outside the territory of the Republic of Poland (foreign receiver), accepts goods and transports or sends it to the third country, the country which is not member of the European Union, he is obliged to provide ThyssenKrupp Stal Serwis Polska with the copies of the documents required by tax regulations, in which the customs office defined in customs regulations had confirmed goods export outside the territory of the European Union and from which the identity of goods delivered by ThyssenKrupp Stal Serwis Polska results with goods exported outside the territory of the European Union. If this document is not presented by the Buyer until the 25th day of month following the month of goods' acceptance, ThyssenKrupp Stal Serwis Polska shall burden the Buyer with the amount of the goods and services tax, according to the rate appropriate for the national sale for the delivered goods. If this document shall be then presented by the Buyer, ThyssenKrupp Stal Serwis Polska shall correct earlier burden with goods and services tax.

- 13.2 In case of deliveries from the territory of the Republic of Poland to another EU membership country, the Buyer should provide ThyssenKrupp Stal Serwis Polska with its binding identification number for the intercommunity transactions, under which it is conducting its activity on the territory of the EU country other than Poland, and present the documents unambiguously confirming, that goods delivered by ThyssenKrupp Stal Serwis Polska were exported from the territory of the Republic of Poland and delivered to the purchaser on the territory of another EU membership country, and in particular: shipment documents received from carrier (shipper), responsible for export of goods from the territory of Poland, from which it unambiguously appears, that goods were delivered to their place of destination on the territory of another EU country. Under the circumstances of lack of shipment letter from which it unambiguously appears that goods were delivered to their destination place on the territory of EU country other than Poland, the Buyer is committed to present other documents unambiguously confirming delivery of goods to the receiver in the target country (such as: documents referring insurance and freight, documents confirming payment for goods, confirmation of goods acceptance by the purchaser in the target country). If the Buyer shall not present the above mentioned documents until 25th day of the month following the month of goods reception, ThyssenKrupp Stal Serwis Polska shall burden the Buyer with the amount of goods and services tax according to the rate relevant for the national sale for the delivered goods. If the above mentioned documents will be then presented by the Buyer, ThyssenKrupp Stal Serwis Polska shall correct previous goods and services tax burden.

14. Force Majeure

- 14.1 Neither party shall be deemed responsible for the delay or non-performance of part or the entire agreement, due to the event of Fore Majeure. In the event of Force Majeure, the Party effected by it, is committed to immediately notify the other Party in writing about such event and undertake reasonable actions in order to avoid the effects resulting thereof.

- 14.2 If the event of Force Majeure lasts longer than 30 days, the Parties have the right to terminate the entire or the relevant part of the agreement with 30 days term notice.

- 14.3 The occurrence of the above circumstances related with Force Majeure can not be the reason justifying refusal of payment for already delivered goods.

- 14.4 If any circumstances related with the occurrence of Force Majeure will be directly effecting Party's capabilities to fulfill its obligations in due time, the time determined in the agreement for fulfillment of these duties shall be appropriately prolonged with the time equal to the duration period of the subject circumstances.

- 14.5 Force Majeure shall be any event beyond any reasonable control of the Parties, which could not be prevented by the Parties and which could not be anticipated thereof, in particular rioting, fire, strikes, mass disputes, military conflicts, martial law, natural disasters, unfavourable atmospheric conditions and also conflicts between the employers and employees in their own and foreign plants, breakdowns of machines, actions performed by public authority and other circumstances involuntary by any Party of the agreement.

15. Final Provisions

- 15.1 No modifications or amendments of these General Conditions shall be deemed valid unless made in writing.
- 15.2 The Parties undertake that any disputes arising in connection with the realization of the agreement shall be subject to the jurisdiction of the court competent owing to the seat of ThyssenKrupp Stal Serwis Polska.
- 15.3 The provisions of the Civil Code and other commonly binding regulations of the Polish Law shall be applicable in issues not governed by the agreement and the General Conditions.
- 15.4 These General Conditions have been drawn in two language versions: Polish and English. In case of language discrepancies, Polish version will prevail.