

Metal Products Company TERMETAL Teresa Glaner  
Krąg 1a  
83-200 Starogard Gdański

## GENERAL RULES OF ORDER COMPLETION

### 1. GENERAL INFORMATION

1.1 General Rules of Order Completion – GROC set out the rules of taking and completion of orders for gratings and other products of TERMETAL Group and general rights and obligations of parties.

1.2. TERMETAL Group consists of:

- a) TERMETAL Piotr Glaner Limited Partnership, 21 Ceramiczna Street, 64-920 Piła
- b) TERMETAL Piotr Glaner Limited Partnership in Piła Galvanisation Plant in Grudziądz, 18 Magazynowa Street, 86-300 Grudziądz.
- c) Metal Products Plant TERMETAL Teresa Glaner, Krąg 1A, 83-200 Starogard Gdański.

### 2. DEFINITIONS

GROC - General Rules of Order Completion

TERMETAL – vender, one of the plants listed in 1.2.

Purchaser – buyer being a natural person, legal person or organisational unit with no legal personality, including natural persons who do not conduct any business activity

Offer – written proposal of delivery completion, prepared on the basis of a request for quotation, setting essential technical and trade conditions of the order, which can be sent by fax or email,

Request for quotation – specified demands of the Purchaser for goods offered by TERMETAL,

Order – specified written demand for goods offered by TERMETAL, including all required elements in accordance with the law and rules set in the offer, which can be sent by fax or email,

Order confirmation – written form of order confirmation, successfully delivered to TERMETAL, which can be sent by fax or email.,

Products – products offered by TERMETAL presented in marketing materials, catalogues, folders, internet websites, exhibitions, etc. Information materials are not an offer in accordance with the rules of civil code.

### 3. OFFER

3.1. For each successfully delivered request for quotation TERMETAL presents an offer for realisation of the demand described in the request for quotation immediately, not later than within 7 days from the date of receipt.

3.2. TERMETAL has the right not to prepare an offer, if the request for quotation does not set enough details regarding delivery, it is not possible to specify the unit placing the request for quotation or the request for quotation lists products which are not subject of TERMETAL activity,

3.3. Request for quotation should be prepared in a written form, presented directly to a TERMETAL representative, via post, email or fax.

3.4. Each offer includes the following information

Name of the tenderer

Name of the entity placing the request for quotation

Date and place of the offer

Subject of the offer with necessary technical description identifying the product with additional explanation, if such is required for the request for quotation, with note, that in case of lack of additional substantial technical information, the goods will be made with know-how of TERMETAL or solutions applied for similar orders.

Units of measure – cubic metres, pieces, sets, etc.

Deadline – depends on agreement about all technical and trade conditions and occupancy of production for the day the order is placed.

Transaction currency – for domestic Purchasers, if not agreed otherwise, the currency is PLN. For foreign transactions the currency is agreed by both parties.

Unit price presented as nett price with the amount of VAT.

Packaging price.

Delivery conditions – if not agreed otherwise, on the basis of FCA or CPT – place of collection.

Offer validity – the validity time is 14 calendar days, unless agreed otherwise.

Remarks – additional information crucial for the correct performance of the order.

Advice about acceptance of the GROC, as an integral part of the offer and acceptance in case of placing an order and clause, that the offer can only be accepted without any reservations.

First name and surname of the TERMETAL representative along with information about means of communication (phone number, fax, email address)

3.5. In case of insufficient information for presenting a correct and complete offer, TERMETAL representative may ask to complete the necessary information. The Purchaser bears all the risk of receiving a product made in accordance with the order if the specification details were not clearly indicated in the request for quotation.

#### 4. ORDER

4.1. Order is a document including:

a) detailed name of the Purchaser,

- Purchaser's address,

- NIP, REGON,

- type and number of registry on the grounds of which business activity is conducted (does not apply to natural persons who do not perform business activity),

- number and name of bank account, if the payment form was agreed as bank transfer

b) payer's details – if different from the Purchaser's details

c) recipient

d) reference number of the order, to allow identification of the order subject

e) properly defined subject of the order along with technical conditions mentioned in the request for quotation,

f) units of measure,

g) price of unit of measure set in the offer,

h) deadline in accordance with the offer,

l) payment terms,

j) place of delivery or place of collection,

k) information about the contact person responsible for the realisation of the order

4.2. The order has to be signed by person authorised to represent the Purchaser. The Purchaser holds all responsibility for the taken obligation.

4.3. The Purchaser placing an order for the first time, is obliged to provide copies of the following documents:

a) KRS register document or entry to the register of business activity,

b) REGON number,

c) decision about granting NIP number,

d) authorisation to place declarations of intent on behalf of the company, which one represents, if it does not result from the content of the registration documents.

4.4. Placing an order with TERMETAL means acceptance of the conditions set in GROC apart from any additional conditions resulting from the offer on the basis, of which the order was placed.

#### 5. ORDER CONFIRMATION

5.1. Written order confirmation along with detailed special qualities is the basis to accept the order for completion in a given period of time on the conditions set in the offer.

5.2. In case of lack of other provisions, rules set in GROC apply.

#### 6. QUALITY OF PRODUCTS

6.1. It is in the Purchaser's best interest to specify all the technical details of the product. In case of lack of description of special qualities, TERMETAL shall provide a product made in accordance to standard technological procedure set in normalisation documents in hand and common market practice.

6.2. The Purchaser accepts, that details not described in the order, but sufficient for the

completion of the order will be subject to item 6.1.

6.3. TERMETAL guarantees high quality of the products, resulting from high quality of the used technology.

6.4. Standard products have intramural normalisation documents as well as extramural Technical approbation ITB, PZH test result.

6.5. Grating are made in accordance with Technical Approbation, in case of lack of description in the Technical Approbation, common agreement about the details will apply.

6.6. The parties can agree about production of goods with different parameters than the ones mention in item 6.7 and 6.8 in writing.

6.7. Galvanised goods meet the requirements of EN-ISO 1461.

6.8. Basic tolerance for:

a) steel for gratings:

Details	Tolerance value
Thickness of flat bar $t=2$ mm	+ / - 0,20 mm
Thickness of flat bar $t>2$ mm	+ / - 0,22 mm
Height of flat bar $h=20-h=70$ mm	+ / - 1,5 mm

b) crosswise round wire, carved and twisted with diameter of  $\varnothing 4,8$  mm is used as standard for flat bars with thickness of  $t=2$  and 3 mm, in other cases:  $\varnothing 5,8$  mm,

c) Gratings made from flat bar with thickness  $t=2$  and  $t=3$  mm are in standard framed with flat bar with thickness  $t=2$  mm. In other products, the frame at the end of the flat bars is made from the same material as the flat bars used for the product.

d) For dimensions of gratings, the production tolerance was set in ITB Technical Approbation, and are in line with most standards accepted in Europe.

e) The width of grating in dimension B in so called cut resulting from technology for each eye can be +/- 3 mm (table with flat bars cuts is at [www.termetal.pl](http://www.termetal.pl) in tab gratings in section technical conditions under gratings width.

f) Hoods ordered as mats for further processing are made in tolerance: dimension L +/- 10 mm.

6.9. Each delivery is made with a document confirming the accordance of the delivered goods with the order and necessary normalisation documents, if it applies.

6.10. A document issued on the basis of PN-EN 10204 "2.1" is a confirmation of the quality of the goods, in case of special conditions a different document may be issued.

## 7. GUARANTEE

7.1. TERMETAL gives a 12 month guarantee for the quality of delivered products, counting from the day of collection/delivery, unless agreed otherwise.

7.2 The guarantee is valid as long as the goods are fitted and used according to their purpose, in conditions suitable for the delivered goods, and in accordance to the technical characteristics resulting from the table of maximum load.

7.3. TERMETAL does not bear any responsibility for the selection of materials and type of gratings for individual projects. The Purchaser is responsible for the correct choice of goods with appropriate technical parameters, based on his engineering know-how.

## 8. IMPROPER PERFORMANCE OF THE CONTRACT

8.1. In case of lack of compliance of the subject of the contract with the content of the order, TERMETAL is obliged to present a solution immediately, but not later than within 14 calendar days from the date of the complaint.

8.2. Complaint about improper performance of the contract should allow identification of the subject of improper delivery (order number, invoice number, number of the goods' release document, remarks about the product, such as dimensions, trade markings, special markings, if applies).

8.3. Complaint about improper performance of the contract in written form should be delivered to

applicable TERMETAL plant, where the purchase took place.

8.4. Complaint about improper performance of the contract in relation to the amount, dimension or visual quality of the goods should be filed within 7 calendar days from the day of collection of the products.

8.5. Complaint about improper performance of the contract related to the quality of the goods, including durability of the zinc coat results from the conditions of the guarantee.

8.6. The amount of claim related to improper performance of the contract against TERMETAL cannot exceed the value of the order and only covers damages related to actual loss.

## 9. DEADLINES

9.1. Completion of the subject of the order takes place in a period specified in the offer under the condition, that all required information for the correct performance of the order is provided.

9.2. In case of non-compliance with the conditions specified in item 9.1., the completion period may be longer, in some situations it may require establishing new conditions of realisation.

9.3. TERMETAL is authorised to change the deadline agreed with the Purchaser. Extending the deadline may not exceed 10 days. In such case TERMETAL is obliged to inform the Purchaser about the change, one day before the initial deadline at the latest, via fax or email.

9.4. Special conditions, resulting from force majeure – atmospheric conditions, strike, administrative actions and others, on which TERMETAL has no influence, cannot be a basis to a claim to recover costs resulting from such delay, if the goods were delivered immediately after seizure of the force majeure.

9.5. The Purchaser is obliged to collect the goods within 10 days from the receipt of information about readiness of the goods for collection. After this period the Purchaser shall be burdened with the price of the subject of the contract and additional costs related to storage of the goods.

9.6. Delay in collection or abandonment of the goods by the Purchaser does not release from the duty to pay the agreed price in due time, along with interest from any delays in the payment.

## 10. COLLECTION OF THE GOODS

10.1. Collection/delivery of the goods is based on INCOTERMS 2010.

10.2. Purchaser's collection is based on FCA.

10.3. Delivery to the Purchaser is based on CPT.

## 11. PAYMENTS

11.1. The ordering party is obliged to pay the amount in time resulting from the contract. The payment shall be done on the ground of VAT invoice issued by TERMETAL. In case of delays in payment, TERMETAL holds the right to calculate statutory interest in the amount resulting from applied regulations.

11.2. If the Purchaser avoids the agreed obligations, particularly in case of delay or abandonment of the subject of the contract, TERMETAL holds the right to pursue the agreed amounts due related to abandonment or improper performance of the Purchaser's obligations, as well as take the matter to court in order to enforce the amounts due or transfer the receivables to a third party without the Purchaser's consent.

11.3. Remarks regarding the product of guarantee claims do not impede the obligation to pay the amount agreed by the Purchaser to TERMETAL.

## 12. DISPUTES

12.1. In disputes related to realisation of orders, both TERMETAL as well as the Purchaser shall act with good will in order to solve the dispute by mutual findings, taking into consideration the best interest of both parties.

12.2. Should the parties fail to find a common ground in a dispute, it shall be resolved by the court appropriate to the place of residence of the business person in charge of TERMETAL plant listed in item 1.2, letter "c" of the following GROC.

## 13. EXPORT SALES

13.1. Purchasers from EU member countries have the right to purchase TERMETAL products without VAT tax, under the condition, that the goods will leave the territory of Poland.

13.2. The Purchaser from the EU member country is obliged to confirm the following document

with a stamp and signature:

- a) copy of the invoice
- b) copy of the specification sheet
- c) transportation document (if the goods were picked up by transport organised by the Purchaser).
- d) Confirmed documents listed in item c) should be delivered to TERMETAL not later than to the 20<sup>th</sup> day of the month following the sale.
- e) In case of non-compliance with conditions set in item c) and d) TERMETAL has the right to burden the Purchaser with VAT tax amount.

#### 14. ADDITIONAL INFORMATION

14.1. GROC is the basic document describing the rights and obligations of the Purchaser and TERMETAL.

14.2. Details agreed in the offer and other contract, different from the ones in GROC, supersede GROC.

14.3. In order to specify some of the details and information about the products in the offer or separate contract, additional materials containing necessary information can be added.

14.4. Information materials in form of websites, catalogues, folders are not an offer according to regulations; some production techniques may be different from the ones described in these materials with reservation, that basic parameters related to safety of TERMETAL products shall be kept.

14.5. The following GROC are valid from 01.12.2015

Approved by  
Karol Glaner

Purchaser