

## GENERAL TERMS AND CONDITIONS OF ORDERS

### 1. GENERAL

- 1.1. These General Terms and Conditions of Orders - GTCO define the rules for acceptance and execution of orders for gratings and other products of TERMETAL Group companies as well as general rights and obligations of the parties.
- 1.2. The TERMETAL Group comprises these facilities:
  - a) TERMETAL Piotr Glaner Sp. K. ul. Cynkownicza 8, 64-920 Piła
  - b) TERMETAL Piotr Glaner Sp. K. Ocynkownia Grudziądz, ul. Magazynowa 18, 86-300 Grudziądz.
  - c) TERMETAL Piotr Glaner Sp.K. Ocynkownia Kielce , Dębska Wola 1E 26-026 Morawica.
  - d) Zakład Wytrobów Metalowych TERMETAL Teresa Glaner, Krag 1A, 83-200 Krag.

### 2. DEFINITIONS

**GTCO** - General Terms and Conditions of Orders

**TERMETAL** - the seller, understood as one of the establishments specified in clause 1.2.

#### 2.1. Purchaser:

- 2.1.1. **Entrepreneur**-means a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting in its own name a business or professional activity and performing a legal action directly related to its business or professional activity.
- 2.1.2. **Entrepreneur with the rights of a consumer**-means a natural person concluding a Sales Agreement directly related to his/her business activity, when it follows from the content of the Sales Agreement that it does not have a professional character for this Entrepreneur, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

- 2.1.3. **Consumer** - natural persons not conducting economic activity

- 2.2. **Cost Estimate/Estimated Offer** - a written proposal for the execution of a delivery based on a request for quotation, specifying the essential technical and commercial conditions for the execution of an order, which is also understood to be a proposal sent by fax or e-mail,

- 2.3. **Enquiry** - a specified demand of the Purchaser for products offered by TERMETAL,

- 2.4. **Order** - a specified written demand for products offered by TERMETAL, including all legally binding elements and conditions specified in the offer, which shall also be understood as a demand sent by fax or e-mail.

- 2.5. **Order Confirmation** - a written form of order confirmation effectively delivered to TERMETAL, which shall also be understood as confirmation sent by fax or e-mail,

- 2.6. **Products** - products and services offered by TERMETAL as specified in promotional materials, catalogues, brochures, websites, exhibitions, etc. The information materials do not constitute an offer within the meaning of the Civil Code.

### 3. Cost Estimate/Estimated Offer

- 3.1. For each effectively delivered request for quotation TERMETAL shall prepare a cost estimate for the execution of the demand defined in the request for quotation immediately, but no later than within 10 days of receipt.
- 3.2. TERMETAL shall be entitled to withdraw from the preparation of the Cost estimate/estimated offer , if the request for quotation does not specify sufficiently the possibilities of its delivery, if it is not possible to determine the entity submitting the request for quotation or if the request for quotation concerns products other than those covered by the scope of TERMETAL business,
- 3.3. Enquiries shall be made in writing, sent to TERMETAL directly to a TERMETAL representative, by post or by e-mail.
- 3.4. Each cost estimate/ estimated offer shall include the following information

**Name of the bidder**

**Name of the enquirer**

**Date and place of the offer**

**Subject of Cost Estimate** with the necessary technical description identifying the product with additional explanations, if required by the request for

quotation, with the instruction that in the absence of additional relevant technical information, the products shall be manufactured in accordance with the best TERMETAL principle of applying solutions resulting from technologies and procedures used at TERMETAL or commonly used in the execution of similar orders.

**Product Units** - square metres, pieces, sets, etc.,

**Completion Date** - subject to the date of agreement of all technical and commercial conditions and production occupancy at the date of order.

**Transaction Currency** - for domestic buyers, unless agreed otherwise, the PLN is assumed. For foreign transactions, the currency of the transaction is agreed upon by both parties.

**Unit Price** given as net value with VAT rate specified.

**Packaging Price** is given in net values.

**Delivery Terms**, - unless otherwise agreed shall be based on FCA or CPT- receipt location.

**Cost Estimate Validity** - is 5 calendar days unless otherwise agreed.

**Notes** - additional information relevant to the correct execution of the order.

**Confirmation of GTCO Acceptance**, as an integral part of the offer and acceptance in the event of an order and a clause stating that the offer can only be accepted without reservation.

**Full Name** of the TERMETAL representative with contact details (phone number, fax number, e-mail address)

- 3.5. In the event of insufficient information for the submission of a correct and exhaustive commercial offer, the TERMETAL representative may ask for supplementary information necessary for the submission of the offer. The Purchaser shall bear all risks of receiving a product that conforms with the order, if any specific features have been insufficiently specified in the request for quotation.

- 3.6. Cost Estimate/Estimated **Offer** is a proposal to conclude an agreement and shall not constitute an offer within the meaning of article 66 §1 of the Civil Code.

### 4. ORDER

- 4.1. The order is a document containing:

- a) - exact name of Purchaser,  
- Purchaser's address,  
- VAT reg. no. (NIP), REGON (statistical no.),  
- type and number of the register on the basis of which the business activity is conducted (shall not apply to natural persons not conducting business activity) - National Court Register (KRS) number or entry in the business activity register,  
- number and name of the bank account, if the form of payment is agreed as bank transfer
- b) payer's details as above, - if different from the Purchaser
- c) recipient
- d) Purchaser's document reference to identify the subject of the order
- e) correctly defined subject of the order with the necessary description of the agreed technical conditions during the offering,
- f) units of measurement,
- g) price per unit of measure specified in the offer,
- h) completion date as per the offer,
- i) terms of payment
- j) place of delivery or place of collection,
- k) information on the contact person for the execution of the order

- 4.2. The order shall be signed by a person authorised to represent the Purchaser. The Purchaser shall bear all responsibility for the obligation assumed.

- 4.3. The Purchaser placing an order for the first time shall provide copies of the following documents:

- a) KRS (National Court Register) registration document or entry in the commercial register,
- b) REGON (statistical number) certificate
- c) decision on assigning VAT reg. number (NIP)
- d) authority to make declarations of will on behalf of the company which he/she represents if this is not apparent from the registration documents.

- 4.4. Placing an order with TERMETAL is tantamount to acceptance of the conditions specified in the GTCO, subject to different or additional conditions arising from the offer on the basis of which the order is placed.

- 4.5. The Purchaser is obliged to make a declaration that he is an Entrepreneur in accordance with point 2.1.1.

## 5. ORDER CONFIRMATION

- 5.1. A written confirmation of the order with the specific features specified shall be the basis for acceptance of the order for execution within the specified period under the conditions specified in the offer.
- 5.2. In the absence of other arrangements, the conditions set out in the GTCO shall apply.
- 5.3. The conclusion of an agreement/contract shall be deemed to be the sending of a confirmation of acceptance of the order for execution on our part.

## 6. QUALITY OF PRODUCTS

- 6.1. It is in the interest of the Purchaser to determine all technical parameters of the product. In the absence of specification, TERMETAL shall deliver a product made in a standard manner resulting from the adopted technological solutions defined in the possessed standardization documents such as Technical Approvals, National Technical Assessment, internal production standards and commonly understood market practice.
- 6.2. By specifying the technical parameters of the product, the Purchaser accepts that the features not specified in the order, but sufficient for the execution of the order, will be of the type described in section 6.1.
- 6.3. TERMETAL shall guarantee the quality of its products due to the high quality technology used in production.
- 6.4. Standard products have specific internal and external standardisation documents such as ITB (Building Research Institute) Technical Approval, PZH (National Institute of Hygiene) Attestation.
- 6.5. Platform gratings are manufactured in accordance with the National Technical Assessment, and in the absence of a regulation in the National Technical Assessment, they are based on mutual agreement.
- 6.6. The Parties may agree on the manufacture of a product other than one with the parameters referred to in section 6.7, 6.8 parameters according to separate written arrangements.
- 6.7. The hot-dip galvanised products shall comply with the conditions specified in EN-ISO 1461.
- 6.8. Basic tolerances for:

### a) Gratings made of hot-rolled or cold-rolled steel

Specification	Tolerance value
Supporting flat bar thickness $g=2$ mm	$+/- 0.20$ mm
Supporting flat bar thickness $g>2$ mm	$+/- 0.22$ mm
Supporting flat bar height $h=20$ - $h=70$ mm	$+0/- 1.5$ mm

- b) round, grooved and twisted transverse wire with a diameter of  $\varnothing 4.8$  mm is used as standard for supporting flat bars with thickness  $g=2$  and 3 mm, and  $\varnothing 5.8$  mm in other cases,
- c) Gratings made of  $g=2$  and  $g=3$  mm thick supporting flat bars are, as a standard, framed using  $g=2$  mm thick flat bars. In other products, the rim closing the ends of the supporting flat bars is made of the same material as the supporting flat bars,
- d) for the dimensions of the gratings the manufacturing tolerances have been defined in the National Technical Assessment and they are in accordance with the most common standards in Europe.
- e) The width of the **grating** after the B dimension in the so-called 'cut out' resulting from the technology for individual meshes may be  $\pm 3$  mm. (See table for flat bars cut out at [www.termetal.pl](http://www.termetal.pl) in the tab 'platform gratings', section 'technical conditions' under 'selection of gratings width'.
- f) To meet the expectation of reducing the generation of excessive waste, gratings after the B dimension can be combined from several smaller gratings after the bar as is the case in gratings with a B dimension of more than 1000, which is in accordance with the grating manufacturing technology.
- g) Products ordered as **mats** for further processing are manufactured in tolerance: dimension L  $\pm 10$  mm.
- h) Axial spacing of cross bars B  $\pm 4$  mm. Length when measured through 10 meshes along the supporting flat bar.
- i) Stair treads are produced as standard in the spacing range "n" with corresponding dimensions in B (width/depth):

- a.  $200 \leq B \leq 240$  - n is 120 mm
- b.  $245 \leq B \leq 270$  - n is 150 mm
- c.  $275 \leq B \leq 350$  - n is 180 mm
- d. For other dimensions B a separate agreement is required (drawing)

For the above-mentioned SOZ dimensions, a manufacturing tolerance of  $\pm 5$  mm for dimension B applies.

- 6.9. Each delivery shall be accompanied by a document confirming compliance of the delivered product with the order and relevant standardisation documents, if any.
- 6.10. The confirmation of product quality is a document issued based on PN-EN 10204 "2.1", National Declaration of Performance, in case of other arrangements another document can be issued.
- ## 7. GUARANTEE
- 7.1. TERMETAL provides a guarantee for a period of 12 months on the quality of the delivered goods, counting from the date of acceptance or delivery of the goods, unless other conditions have been agreed.
- 7.2. The guarantee shall be valid on condition that the products are installed and operated in a manner consistent with their intended use and in environmental conditions appropriate to the products supplied and in accordance with their technical characteristics as indicated in the table of permissible loads.
- 7.3. The guarantee for the zinc coating is provided in accordance with the "Terms and conditions of the guarantee for the zinc coating performed by Termetal Piotr Glaner Sp.K. The conditions can be found at [www.termetal.pl](http://www.termetal.pl).
- 7.4. TERMETAL shall not be responsible for the choice of materials and type of gratings for specific projects. The selection of products with the expected parameters is the responsibility of the Purchaser, who should have engineering knowledge in the selection of appropriately strong gratings for a given project, taking into account the required tolerances.
- 7.5. The guarantee is valid only in the territory of the Republic of Poland and will not be fulfilled outside its borders. The limitation of the territorial scope of the guarantee referred to in the first sentence shall not apply to intra-Community sales or sales for export where the counterparty is an economic operator registered in a country other than the Republic of Poland.
- 7.6. The guarantee shall neither exclude nor limit the rights of the Purchaser of the Products under the obligatory warranty for defects if the Purchaser makes the purchase for non-business purposes (Consumer).
- 7.7. TERMETAL shall not be liable under warranty for any defects in the Products.
- 7.8. The exclusion or limitation of liability under the warranty for defects shall not apply to Purchasers who have purchased Products for purposes not related to their business activity (Consumers).

## 8. GUARANTEE PERFORMANCE

- 8.1. In the event of any non-compliance of the subject matter of the contract with the order, TERMETAL shall be obliged to present its position on the solution of the problem immediately, but no later than within 14 calendar days from receipt of notification of undue performance of the contract.
- 8.2. The notification of improper contract performance shall specify the identification of the subject of the defective delivery (order no., invoice no., goods receipt no., identification of the specific features of the questioned product such as dimensions, commercial designation, special designation, if any),
- 8.3. Notification of poor contract performance in writing shall be delivered to the relevant TERMETAL Group plant which sold the product.
- 8.4. Notification of unsatisfactory performance of the contract in terms of quantity, dimensions and visual quality shall be made on the day of acceptance of the products, but no later than the following day. After this period, it is assumed that the quantity, dimensions and visual quality of the Products were in accordance with the contract.
- 8.5. Notification of improper performance of the contract regarding the quality of products, including the durability of the zinc coating shall be submitted before the expiry of the warranty period, but not later than within 7 days from the date of finding the defect.
- 8.6. The amount of claims against TERMETAL due to non-performance or improper performance of an obligation or asserted under guarantee shall not exceed the value of the order placed and shall only cover damage to the extent of the actual loss.

- 8.7. The Contractor shall not be liable for failure to perform or inadequate performance of the subject matter of the contract in the event of force majeure.
- 9. COMPLETION DATES**
- 9.1. The execution of the subject of the order shall take place within the lead time specified in the offer, provided that all the required information for its proper execution has been obtained and the commercial conditions specified in the offer and the confirmation of acceptance of the order for execution have been met.
- 9.2. If the conditions set out in section 9.1 are not met, the completion date may be postponed and, in exceptional cases, new implementation conditions may have to be agreed.
- 9.3. In the event that the execution of an order is suspended for reasons attributable to the ordering party, e.g. errors in documentation, for more than 5 working days from the moment that one of the parties has been notified of this fact, the contractor shall be entitled to issue an invoice up to the amount of the costs incurred in connection with the execution of the suspended order.
- 9.4. TERMETAL shall be entitled to change the order completion date which has been agreed with the Purchaser. The extension of the delivery time may not exceed 10 working days. In this case, TERMETAL undertakes to inform the Purchaser of the change in writing by fax or e-mail no later than the day before the originally agreed date.
- 9.5. Delays in the execution of the order caused by force majeure - atmospheric conditions, strikes, collective disturbances, epidemics, caused by acts of legislative and executive authorities and other events beyond TERMETAL's control shall not constitute grounds for claiming reimbursement of the costs resulting from the delay if the products have been delivered immediately after the reasons for the delay have ceased to exist.
- 9.6. The Purchaser is obliged to take delivery of the goods within 10 days of being informed that the goods are ready for collection. After this date, the Purchaser shall be charged for the price of the products subject to the contract and for any additional costs related in particular to the storage of the goods.
- 9.7. Any delay in or failure to collect the goods by the Purchaser shall not exclude the obligation to pay the agreed price on time, including any additional charges for delayed payment.
- 9.8. In the event of non-collection of the object of the contract within a period of 2 months, TERMETAL shall be entitled to scrap the object of the contract and to continue claiming payment of the costs incurred, without this excluding the right to claim remuneration and compensation for non-performance.
- 9.9. If the execution of the contract becomes impossible due to force majeure, the Contractor shall have the right to withdraw from the contract within 90 days from the date on which the force majeure occurred. The declaration of withdrawal shall be made in writing and the reason shall be indicated.
- 10. DELIVERY OF PRODUCTS**
- 10.1. The receipt/delivery of products shall be based on INCOTERMS 2010
- 10.2. Collection by the Purchase shall be based on FCA.
- 10.3. Deliveries to the Purchaser shall be based on CPT carriage paid.
- 10.4. The Purchaser shall verify the delivery or own collection in terms of quality and quantity in the presence of a representative of the supplier/shipper upon receipt of the goods.
- 10.5. In the case of self-collection, the person receiving the goods must be authorised to perform the collection operations.
- 11. PAYMENTS**
- 11.1. The Purchaser shall be obliged to pay the price in the amount and within the period resulting from the concluded contract. Payment shall be made on the basis of a VAT invoice issued by TERMETAL. In the event of any delay in payment, TERMETAL shall be entitled to charge statutory interest at the statutory rate.
- 11.2. In the event of evasion of the obligations assumed by the Purchaser and, in particular, in the event of delay or failure to collect the object of the contract, TERMETAL shall be entitled to enforce payment of the agreed remuneration and reimbursement of all costs associated with non-performance or improper performance of the obligation by the Purchaser, as well as to institute court proceedings to enforce the claim or to transfer the claim to a third party without the consent of the Purchaser.
- 11.3. The submission of comments on the performance of the goods or the lodging of a complaint shall not suspend the obligation of the Purchaser to pay the agreed price to TERMETAL.
- 11.4. The TERMETAL Group uses receivables hedging instruments, including without limitation, Receivables Insurance, and is entitled to transfer the necessary information to its insurance company without informing the Purchaser.
- 11.5. Failure to pay the pro-forma invoice within 2 days from the issuing/receipt of the document shall be tantamount to cancellation of the order due to the fault of the customer.
- 12. DISPUTES**
- 12.1. In the event of any disputes relating to the performance of orders, both TERMETAL and the purchaser shall make every effort to resolve the dispute by mutual agreement in the best interests of each party.
- 12.2. In the case of issues that cannot be resolved by mutual agreement, the Parties shall refer the matter to the Court having jurisdiction over the place of residence of the entrepreneur running the TERMETAL plant mentioned in point 1.2(d) of these GTCO or the registered office of the facility.
- 13. EXPORT SALES**
- 13.1. Purchasers from EU member states have the right to purchase TERMETAL products without VAT provided that the products leave the territory of Poland, and the purchaser of the goods is registered as an active VAT payer in accordance with EU regulations.
- 13.2. The Purchaser from an EU Member State shall confirm the documents with their signature and stamp:
- invoice copy
  - specifications copy
  - carriage document (if the products were collected by transport organised by the Purchaser).
  - The confirmed documents mentioned under c) should be delivered to TERMETAL no later than the 20th of the month following the month of sale.
  - In the event of non-compliance with the conditions under c) and d), TERMETAL shall be entitled to charge the Purchaser the value of the VAT due.
- 14. OTHER INFORMATION**
- 14.1. These General Terms and Conditions of Orders are the basic document governing the rights and obligations of the Purchaser and TERMETAL.
- 14.2. Provisions in the offer or in separate agreements that differ from those contained in these GTCO shall prevail over the GTCO.
- 14.3. In order to precisely agree on certain conditions and information about the products, other materials containing necessary details about the products may be attached to the offer or separate agreement.
- 14.4. Information materials in the form of websites, catalogues, brochures do not constitute an offer within the meaning of the law and the products may incorporate solutions that differ from those contained in these materials, provided that the basic parameters related to the safety of use of TERMETAL products are maintained.
- 14.5. Termetal Piotr Glaner sp. k. with its registered office in Piła declares that it has the status of a large enterprise within the meaning of Annex 1 to Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
- 14.6. The detailed content of the statement was made available on the website [www.termetal.pl](http://www.termetal.pl)
- 14.7. These GTCO are effective from January 04, 2023.
- Approved by \_\_\_\_\_ Purchaser \_\_\_\_\_
- Karol Glaner