

**GENERAL TERMS AND CONDITIONS OF SALE OF NICROMET SPÓŁKA Z
OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA**

HEREINAFTER REFERRED TO AS THE SELLER

§ 1

1. These general terms and conditions of sale apply to the sale of goods by the Seller and are hereinafter referred to as the Terms and Conditions. The provisions of these Terms and Conditions apply to all contracts concerning the sale of goods by the Seller, including any activities related to or preceding the conclusion of a sales contract.
2. The Seller's Terms and Conditions shall apply exclusively unless the parties have expressly agreed otherwise in writing. The use of any standard contract forms other than these Seller's Terms and Conditions is excluded.
3. Model contracts or terms and conditions that conflict with or differ from the Seller's Terms and Conditions shall not be binding, unless the Seller expressly confirms their validity in writing. Model contracts or the Buyers' terms and conditions shall not apply also if the Seller does not expressly object to them, even if the Seller is aware of them, in particular of provisions that are contradictory or different from these Terms and Conditions.
4. Unless otherwise agreed or these terms and conditions provide otherwise, they shall apply to all contracts concluded between the parties concerning the sale of goods. The terms and conditions in force at the time of conclusion of the contract shall apply to the contract.
5. The current version of the terms and conditions will be available in electronic form on the Seller's website and/or made available in another manner. The Buyer may not invoke circumstances relating to a lack of knowledge or unfamiliarity with these Terms and Conditions.
6. In the event of any conflict between the provisions of the contract (order) concluded between the Seller and the Buyer and the provisions of these Terms and Conditions, the provisions of the contract (order) shall take precedence.

§ 2

1. Pursuant to these Terms and Conditions, the Seller undertakes to supply and sell goods to the Buyer.
2. The place of performance of the contractual obligations, in particular the obligations of the Seller, is the Seller's registered office.



3. The contract (order) for the sale of goods may be fulfilled in accordance with the definitions set out in Incoterms 2000 or in subsequent versions of Incoterms which may replace Incoterms 2000. The pricing formula, as well as the prices specified in the order, include all additional services related to the order, such as drawings, packaging, taxes, fees or customs duties, applicable to the goods delivered to the Buyer.
4. Prices shall be expressed in EUR or PLN, net, on the basis of the formula agreed by the parties. The minimum elements of an order required for it to be accepted for fulfillment – such acceptance remaining at the Seller's discretion and being subject to the Seller's order confirmation – shall include: price, currency, product range, payment terms, delivery date, the Buyer's technical specifications or the standard technical specifications applied by the Seller.
5. All offers made by the Seller are non-binding and each must be finally confirmed by the Seller, unless the Seller has explicitly specified the binding nature of the offer and the time for which the offer remains binding.
6. The Seller must confirm acceptance of the order for fulfillment in an unambiguous and explicit manner. Confirmation of order acceptance may also be effected by issuing an invoice, making a delivery or making a partial delivery.
7. In justified cases, the Seller may withdraw from the fulfillment of an order, even one already confirmed, within two working days.

§ 3

1. The Buyer's orders must be made in writing or by email.
2. Subject to other provisions of these Terms and Conditions, once an order has been placed and accepted, the agreed terms of commercial cooperation regarding the order placed by the Buyer are final, unless both parties expressly state in writing that the previous arrangements are not binding. Acceptance of an order requires confirmation to be sent in writing or by email. Any negotiations and discussions, as well as the resulting arrangements concerning the order placed or the confirmation of the order acceptance, require written or email confirmation of the arrangements to be valid. Failure to confirm the arrangements in the manner specified above shall give rise to a presumption that the arrangements have not been accepted.
3. The commencement of the delivery period is conditional upon the Buyer and the Seller agreeing on all technical matters.
4. Deliveries shall be made in accordance with the Buyer's technical specifications only if the parties expressly so agree. In all other cases, deliveries shall be made in accordance with Polish standards.
5. The parties agree that the contract shall be performed at the time specified below: for EXW – the Seller's warehouse, for DAP – the Buyer's warehouse.



§ 4

1. The delivery date agreed by the parties shall be deemed met if the goods have been delivered to the Buyer or the Buyer has been notified that the goods are ready for dispatch.
2. Should the delivery date be exceeded, the Buyer is obliged to accept the entire delivery. If the delivery date is exceeded by more than 7 days due to circumstances for which the Buyer is responsible, the Buyer is obliged to reimburse the Seller for storage costs.
3. The Buyer is obliged to accept the quantity of goods ordered. Any tolerances in the quantity accepted must be agreed in each case in the order or in an amendment to the order.
4. The Buyer undertakes to collect the goods on working days at the Seller's premises from 6:00 a.m. to 2:00 p.m.
5. The Seller shall inform the Buyer by phone or email of the scheduled delivery/collection date at least one working day prior to the scheduled delivery/collection of the goods.

§ 5

1. The Buyer shall make payment by bank transfer for deliveries made by the Seller on the basis of the invoice issued, to the bank account specified on the invoice.
2. The date of payment shall be deemed to be the date on which the Seller's account is credited. Payment must be made after the Buyer has received the goods, but no later than within thirty days of the date of delivery and/or receipt of the invoice, unless the parties agree otherwise.
3. Payment shall cover the amount due for the delivered consignment of goods at the price specified in the order. The Seller may amend the price specified in the order in the event of force majeure or significant fluctuations in raw material prices (+5% of Metal Bulletin / LME London Metal Exchange quotations) occurring between the date of order acceptance and its actual fulfillment, provided that such circumstances affect the costs of fulfilling the order or part thereof. The Seller shall notify the Buyer of the above circumstances no later than 7 days before the agreed date of fulfilment of the order or part thereof, and the parties shall then enter into negotiations regarding the order placed, including in particular a price change. If the parties fail to agree on new terms of the order within 2 days of the notification referred to in the preceding sentence, the Seller shall have the right to withdraw from the order in whole or in part without incurring any adverse consequences in this respect, including liability for damages.

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4. The payment due for the delivery may not be assigned, and the Buyer is not entitled to issue drawn bills of exchange for the payment of invoices. The Seller will not accept any bills of exchange issued.

§ 6

1. The goods delivered shall become the property of the Buyer upon full payment of the agreed price.
2. Ownership of the goods shall pass to the Buyer upon payment of the full price for both this and previous deliveries. In the event of a delay in payment, the Seller may reclaim the goods in respect of which ownership has been reserved, and in the event of the initiation of bankruptcy or composition proceedings against the Buyer. Where the Seller has delivered goods which have subsequently been altered, mixed or combined with other items, such that they have become an integral part of a new item, the Seller's right of ownership shall be retained in proportion to the value of the goods delivered as per the invoices and the value of the new item.

§ 7

1. Unless otherwise agreed by the parties, the Seller shall set the standards for the packaging, marking and documentation of goods (ingots), as well as for chemical composition analysis and quality control tests. The Seller sets the standards described below:
 - 1) Packaging of ingots:

The Seller shall deliver the ingots arranged in bundles secured with metal or plastic strapping.

The Seller shall pack the ingots into bundles of uniform height. Each bundle shall consist of ingots from a single melt. The weight of a single bundle shall not exceed 700 kg, and that of a double bundle 1400 kg, unless the parties expressly agree otherwise. The packaging should be sufficiently sturdy to allow the packages to be transported by forklift and stacked.
 - 2) Product marking:

Marking of the ingots and the package.

Unless otherwise specified in the order, a bundle of ingots shall bear:

 - the manufacturer's mark
 - alloy name
 - melt number
 - the total weight of the stack

The marking must be indelible and must not be a source of contamination.

bc *MP* *Y. Hinder* *[Signature]*

3) Delivery documents:

a) Certificate.

The seller shall enclose with the delivery a certificate containing:

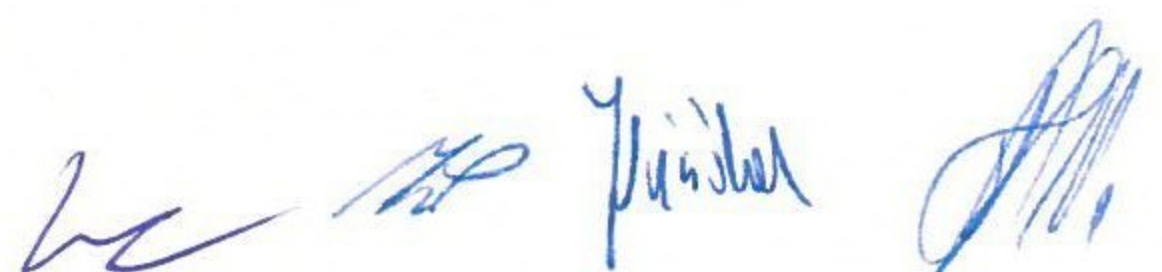
- the manufacturer's mark or name
- order number
- alloy designation
- the melt number(s)
- the weight of the melt(s)
- total weight of the delivery
- chemical composition analysis of elements with limit values in accordance with the Buyer's requirements.

b) Control sample.

The Seller shall, together with the certificate and a printout of the chemical composition analysis, supply a control sample taken from the melt. The control sample shall be marked with the melt number.

§ 8

1. The Seller guarantees the proper quality of the delivered goods, and the Buyer may lodge a complaint only until the start of the goods' processing, subject, however, to the provisions of clause 4. Once the processing of the goods has commenced, during the process, and after its completion, no complaints will be considered.
2. The Buyer's primary obligation is to immediately inspect and examine the delivered goods upon delivery in terms of quality and quantity. Such inspection and examination may include, in particular, the Buyer conducting a visual inspection of the delivered goods, spectrometric analysis, and other methods used by the Buyer to determine the quality and quantity of the goods.
3. Any defects, and in particular weight discrepancies, must be notified to the Seller immediately, under pain of rejection of the complaint. Other defects, including hidden defects, must be reported within two working days of their discovery. Failure to comply with these obligations will result in the automatic forfeiture of the right to any claims regarding quality and/or quantity.
4. The deadline for submitting a complaint is five working days from the date of delivery. The complaint must be made in writing or by email. The Seller shall consider the complaint and notify the Buyer of the outcome within two working days of its submission.
5. In order to determine the validity of its liability, the Seller may inspect the goods at the Buyer's premises or at its own premises following the return of the goods – provided, however, that the Seller gives its express consent to the return of the goods. During the complaint process, until liability has been finally determined, the Buyer may not sell or use the goods in respect of which the complaint proceedings are pending.
6. If the Seller accepts the complaint or if the Seller's liability in this regard is established in any proceedings, the Seller shall be liable only up to the maximum amount of the



payment for the delivery. In particular, the Seller shall not be liable for any loss of profit or other losses, including financial losses, incurred by the Buyer.




7. The weight of the goods forming the basis for settlement is the weight of the goods determined by the Seller according to the readings of the weighing equipment installed at the Seller's premises. The Seller shall always have the right to participate in the weighing process and, in the event of gross discrepancies or doubts regarding the readings of the weighing equipment, may designate measuring devices other than those installed at the Buyer's premises. Once the weighing has been carried out by another party, the parties shall, through negotiation, agree on the correct weight of the goods, which shall form the basis for settlement.
8. The basis for determining the quantity of the goods shall be the Seller's weighing slip.
9. In the event of a defect in part of the delivery, the Buyer shall not be entitled to make a complaint regarding the entire delivery and may not withdraw from the entire contract, and in particular from subsequent delivery batches.
10. In the event of unsatisfactory quality and/or incompleteness of the delivered goods in relation to the contractual arrangements, the Buyer shall be entitled to demand a price reduction or to withdraw from the contract in whole or in part.
11. The Seller may always appoint an independent expert to examine the complaint or authorise the Buyer to take such action.

§ 9

1. The Seller may, at its sole discretion, make the conclusion of the contract and/or the fulfilment of the order conditional upon obtaining insurance for transactions entered into with the Buyer. In the absence of payment security, the Seller may require the Buyer to settle the payment in cash in advance prior to fulfilment.
2. Should the Seller have any doubts regarding the Buyer's actual financial situation, lack of intention to pay, payment arrears, restriction or termination of insurance by the credit (transaction) insurance provider, or the initiation of insolvency proceedings, all the Seller's claims arising from completed deliveries shall become immediately due and payable. In such a case, the fulfilment of each delivery shall be conditional upon the Buyer making full prepayment. In such cases, the Seller may also, at their discretion, at any time withdraw from the performance of contracts (orders) in whole or in part, or claim compensation for the inability to perform the contract (order).

§ 10

1. The Seller may be exempted from liability for non-performance or improper performance of the contract (order) where such non-performance or improper performance of the contract (order) results from force majeure, which is understood as an event that could not have been foreseen whilst exercising the due diligence required in commercial relations, which is external to the Seller and the effects of which the Seller could not have foreseen or prevented, acting with due diligence.

2. For the purposes of this contract, force majeure shall mean: strikes, wars, riots, blockades of land or water routes, earthquakes, floods, the occurrence—confirmed in the manner provided for by applicable law—of a state of natural disaster in a given area, and adverse weather conditions preventing or hindering the performance of the order for a period exceeding two weeks.
3. The Seller shall promptly notify the Buyer in writing or by email of the occurrence of force majeure, indicating the expected duration of the force majeure event and its impact on the proper and timely performance of the contractual obligation.
4. Additionally, the Seller may be exempted from liability for non-performance or improper performance of the contract (order) in the event of adverse weather conditions hindering the fulfilment of the order, as well as fortuitous events, including fires, explosions and flooding of production lines. The Seller shall promptly inform the Buyer of such circumstances in writing or by email. In such cases, the parties shall enter into negotiations regarding the fulfilment of the submitted orders.

§ 11

1. In the event of a delay in payment for any delivery or part thereof (where partial deliveries have been agreed), the Seller shall be entitled to suspend further deliveries until the Buyer has settled the debt in full, including both the principal amount and interest.
2. In the event of a delay in payment, the Seller shall charge the Buyer with interest at the statutory rate; however, this shall not preclude the Seller from claiming additional compensation for losses incurred as a result of late payment. In the event of a delay in payment, any payments made by the Buyer shall first be allocated to the most overdue receivables.

§ 12

1. During the term of the contract, as well as for a period of one year following its termination, the parties undertake to keep confidential all information relating to the conclusion and performance of this contract, as well as costs and agreed prices, under pain of the right of the aggrieved party to seek compensation equal to the amount of the actual damage suffered due to the disclosure of confidential information.
2. The Buyer shall treat all information, documents and data obtained from the Seller in connection with the preparation of the offer, the conclusion of the contract and its performance as the Seller's trade secret.
3. The Parties agree that any breach of the above confidentiality obligations, as well as other obligations set out in these Terms and Conditions, the contract (order), may constitute grounds for the Seller to initiate further proceedings against the

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Buyer, including the termination of the legal relationship between the parties and the right to claim damages from the Buyer under general principles of law.

§ 13

1. The Buyer shall not be entitled to withhold performance of its obligations towards the Seller for any reason whatsoever, unless the Seller expressly consents to such action in writing.
2. The Buyer authorises the Seller to set off, including by way of contractual set-off, any receivables due to the Seller from the Buyer against any receivables due to the Buyer from the Seller. This shall also apply to receivables of entities affiliated with the Buyer.
3. The Buyer shall be entitled to set off its own receivables against the Seller only if they have been finally adjudicated, are undisputed or have been acknowledged by the Seller.
4. If the Buyer breaches the provisions of these Terms and Conditions, the contracts (orders), in particular by delaying payment or failing to perform other obligations, the Seller shall be entitled to withdraw from the further fulfilment of orders with immediate effect, without the Buyer being entitled to make any claims against the Seller, to which the Buyer hereby gives its irrevocable consent.
5. Should the Buyer cease to make any payments due to the Seller, or, due to insolvency, file for bankruptcy, enter into an arrangement, and/or there is reasonable suspicion that the Buyer will not make payment within the agreed time limit, the Seller shall have the right to withdraw with immediate effect from the concluded contract (confirmed order) in respect of the part not yet fulfilled.

§ 14

1. All notifications between the parties shall be made in writing at a minimum.
2. Any claims by the Buyer arising from these Terms and Conditions or from the concluded contract (order) may not be transferred, even in part, to third parties without the Seller's express written consent in this regard.
3. Should any provision of these Terms and Conditions or other agreements binding on the parties be or become ineffective or unenforceable, particularly in future periods, this shall not affect the remaining provisions contained in these Terms and Conditions or contracts (orders).

bc *MP* *Fischer* *A*

§ 15

1. In matters not covered by these Terms and Conditions, the provisions of the Polish Civil Code shall apply.
2. The governing law for these terms and conditions, contracts (orders) is Polish substantive and procedural law.
3. Pursuant to Article 6, the parties exclude the application to their mutual commercial relations of the United Nations Convention on Contracts for the International Sale of Goods, drawn up at Vienna on 11 April 1980 (the so-called Vienna Convention). Furthermore, unless otherwise agreed in writing, the parties exclude the application of provisions on the international sale of goods, including the convention on the limitation period in the international sale of goods.

§ 16

1. Any disputes that may arise from the application or interpretation of the provisions of these Terms and Conditions, contracts (orders) shall be submitted by the parties for resolution to the competent common court having jurisdiction over the Seller's registered office; however, the Seller may also pursue its claims before the court competent for the Buyer's registered office. In the first instance, the parties shall take steps to resolve any disputes amicably.
2. Any amendments to these terms and conditions or to contracts (orders) concluded by the parties must be made in writing, or via email in the form of a scanned document signed by persons authorised to represent the Seller. Unless made in this form, they shall not be binding.
3. In the event of disputes regarding the interpretation of the terms and conditions of sale, the version drawn up in Polish shall prevail.

Nicromet® Sp. z o.o.
Prezes Zarządu

Edward Wyciślok

Bestwinka 2 January 2023

Nicromet® Sp. z o.o.
Członek Zarządu

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