

GENERAL TERMS AND CONDITIONS **OF SALE OF STALPRODUKT S.A.**

These General Terms and Conditions of Sale and Provision of Services, hereinafter referred to as **the GTCS** created by Stalprodukt S.A. with its registered office in: 32-700 Bochnia, Wygoda Street no. 69, NIP no.: 8680000775, hereinafter referred to as **the Seller**, shall apply to sales transactions or provision of services exclusively in commercial relations with other entrepreneurs, hereinafter referred to as **the Buyers**. The GTCS are an integral part of all offers and concluded Contracts. The provisions concerning the signing of agreements (contracts) shall apply mutatis mutandis to the acceptance of an order and its confirmation (i.e. a two-document agreement).

1. DEFINITIONS

1. **General Terms and Conditions of Sale** are hereinafter referred to as **the GTCS**.
2. **Seller** – Stalprodukt S.A. with its registered office in: 32-700 Bochnia, Wygoda Street no. 69.
3. **Buyer** – Entrepreneur. **Entrepreneur** is a natural person, legal person, and also an organizational unit which is not a legal person and to which a separate act grants legal capacity, performing business activity on its own behalf.
4. **Order** – a statement of intent to deliver a specific, typical goods/product(s) or to provide a specific service submitted to the Seller by the Buyer in a documented form and transmitted most often by e-mail. The order clearly specifies the type of materials (or services), their quantity and the assumed lead time.
5. **Credit limit/Buyer's credit** – an amount limit defined by the Seller, up to which orders are executed.
6. **GTCS** - constitutes an integral part of all sales contracts concluded by Stalprodukt S.A., including contracts concluded in the form of a written order and order confirmation.
7. **Business days** – if the term "working days" is indicated in the GTCS, it shall be understood as days counted from Monday to Friday, taking into account the commonly binding regulations on public holidays.
8. **Calendar days** – if the term "calendar days" is indicated in the GTCS, it should be understood as all days in one calendar sequence (working days and public holidays).
9. Statement of large enterprise status: Acting on behalf of Stalprodukt S.A., with its registered office in Bochnia at Wygoda Street no. 69, registered in the National Court Register under number 0000055209, kept by the District Court for Cracow-Srodmiescie, 12th Commercial Division of the National Court Register, NIP no.: 868-000-07-75, REGON no.: 850008147, we declare **that the Company has the status of a large enterprise** within the meaning of Article 4 item 6 of the Act of 8 March 2013 on prevention of excessive delays in commercial transactions (Journal of Laws. 2013, item 403, as amended).

2. SCOPE OF APPLICATION OF GENERAL TERMS AND CONDITIONS OF SALE

1. The Buyer or a person authorized by him by placing an order certifies that the Seller's GTCS are known to him and he accepts them. Fulfillment of this condition is necessary for commercial cooperation.
2. The GTCS are available to the Buyer in an electronic version on the Seller's website www.stalprodukt.pl, which allows the Buyer to become familiar with their content before concluding the contract. The GTCS may also be delivered via e-mail.
3. The GSTS are binding on both Parties, are an integral part of each contract and are applicable to it, unless the Parties have explicitly agreed otherwise in writing under pain of nullity.

4. The Seller allows the conclusion of individual commercial agreements and contracts through mutual negotiations between the parties, adopting solutions different from those contained in the GTCS. Conclusion of a separate sales contract excludes the application of these provisions of the GTCS only to the extent regulated in it in a different manner. In this situation, different arrangements between the parties and confirmed in writing take precedence over the provisions of the GTCS.
5. Contract templates applied by the Buyer, to the extent that they contain provisions different from the Seller's GTCS, are not binding on the Seller.

3. INFORMATION

1. Any information contained in prospectuses, catalogs, flyers, advertisements and other advertising materials are for information and guidance only, and do not constitute an offer within the meaning of the Civil Code Act of 23 April 1964 (Journal of Laws of 1964 No. 16, item 93, as amended).
2. The Buyer may send an inquiry to the Seller in order to obtain information on the basic terms and conditions of the contract, in particular the goods offered by the Seller and their price. The Buyer's inquiry does not constitute an offer within the meaning of the Civil Code, is not binding and does not constitute the basis for the conclusion of a contract. The Buyer may submit an Inquiry in any form, in particular, in writing, via e-mail or orally.
3. In response to an inquiry, or regardless of the submission of an inquiry by the Buyer, the Seller may issue information to the Buyer containing the basic terms of the contract, in particular, the specification of the goods constituting the subject of the Seller's business activity and their price.
4. The information does not constitute an offer within the meaning of the Civil Code, is not binding on the Seller and may be changed and withdrawn at any time without the consent of the Buyer. The information does not constitute the basis for the conclusion of a contract. The Seller may provide information in any form.

4. CONCLUSION OF THE SALES CONTRACT OR CONTRACT FOR THE PROVISION OF SERVICES

1. The order sent to the Seller by the Buyer, signed by representatives or by authorized persons with attached power of attorney, must contain the Buyer's data, detailed information about the ordered product to the extent necessary for its identification (e.g. reference to the Seller's proposal, if such proposal preceded the order) and data on the terms and conditions of order execution requested by the Buyer.
2. Placing an order/making an offer to purchase/ does not bind the Seller, while the absence of its response will not mean tacit acceptance of the order. Acceptance by the Seller of an order for execution requires written confirmation by the Seller within 14 business days counting from the date of receipt of the order. If the Seller accepts an order with reservations, the Buyer is bound by the content of these reservations, unless the Seller promptly presents his comments, if any. Immediate (i.e. within a period not exceeding 3 business days) submission of such comments shall be considered as placing a new order.
3. The fact of acceptance of an order shall not be binding on the Seller in a situation where, for reasons beyond his control, in particular due to force majeure, the delivery and sale of goods are impossible or excessively difficult.
4. Acceptance of an order shall also not bind the Seller in a situation where the total liabilities of the Buyer to the Seller exceeded the amount of the Credit Limit / Buyer's Credit granted to the Buyer by the Seller, or if the Buyer was late with payment to the Seller of any amounts due or does not make collection despite being summoned.
5. As a condition for the conclusion of a sales contract or contract for the provision of services, hereinafter referred to as the Contract, the Buyer shall submit an order, containing:
 - a) name and address of the customer (ordering party, recipient and payer),
 - b) numbers: NIP, PESEL,
 - c) detailed description of the goods,

- d) quantity of the ordered goods,
 - e) technical requirements - catalog requirements according to applicable standards, WT or agreed upon and confirmed between the Buyer and the Seller,
 - f) delivery date,
 - g) terms of payment,
 - h) terms of delivery,
 - i) place of delivery,
 - j) in special cases, the conditions under which the goods are to be used.
6. If the order relates to a previously presented sales offer, it is necessary to enter in the order the number of the said offer, which will allow for error-free identification of the order.
 7. Orders are accepted in writing, by e-mail, exceptionally orally. Acceptance of an order orally applies only to goods that do not require the start of the production process /material deposited in the warehouse/. Such an order must be confirmed within 3 business days in writing in the form stated above. In this situation, the seller makes a reservation of goods. Failure to receive within this period or failure to submit the order in writing shall result in the cancellation of the reservation.
 8. The order shall be considered accepted at the moment of sending to the Buyer a written confirmation of acceptance of the order within 14 business days from the date of sending by the Seller via e-mail or registered mail.
 9. In a situation where the Seller places an order with a supplier for the input necessary for the execution of the order, cancellation of the order by the Buyer is allowed only with the consent and acceptance of the terms of cancellation by the Seller.
 10. The order will be accepted for execution if it is placed in accordance with the requirements specified in in points 1 and 5.
 11. The Contract shall be concluded at the moment of receipt by the Buyer of the Seller's confirmation of acceptance of the order for execution in one of the forms referred to in the paragraph above.
 12. No reservation shall mean that the Contract has been concluded in accordance with the order confirmed by the Seller.
 13. Placing an order by the Buyer means acceptance of these GTCS without reservations.
 14. The Seller shall not be liable in any way for any errors made by the Buyer in the content of the placed order. At the same time, the Seller stipulates that the technical advice on his part is of an informational nature only and does not result in any civil liability on this account.

5. TERMS OF DELIVERY: DELIVERY TIME, TRANSPORT, INSURANCE, PASSING OF RISK

1. The contracting parties shall agree on the terms of delivery based on the delivery bases specified in the INCOTERMS version given in the order confirmation.
2. The delivery date shall be specified in the order confirmation. In case of failure to meet the delivery date, the Parties undertake to agree on new delivery dates.
3. The Buyer shall be obliged to collect the goods or accept them immediately after notification of their availability in the Seller's warehouses.
4. Due to the specific nature of etched strip products, the material produced and notified for receipt by the Seller will be collected by the Buyer within 5 business days.

If there is a delay in collection of more than 14 calendar days, the Buyer may be charged with storage costs in the amount of 1% of the sales value of the uncollected goods for each day of storage, calculated from the 14th day after the information about the readiness of the goods for collection (the above does not constitute a storage contract). The amount charged on this account may not exceed 30% of the sales value of the uncollected goods. The above does not deprive the Seller to claim remuneration for the execution of the order.

The above provision on the right to charge storage costs shall also apply in the situation when the collection of the goods is impossible due to the lack of the required documents that the Buyer should submit and that are necessary for the collection of the goods.

5. If the Buyer fails to take delivery of any of the goods/products/services, despite the fact that they are ready for delivery, or fails to provide authorizations, documents, licenses or permits required for the scheduled delivery of the aforementioned items (except in cases entirely attributable to the Seller), the goods/products/services shall be deemed to have been delivered on time.
6. Cancellation of a confirmed order by the Buyer is allowed only in exceptional situations, after prior written agreement on the terms of cancellation with the Seller. In case of withdrawal/cancellation/confirmed order in whole or in part, the Buyer may be charged and obliged by the Seller to cover the costs associated with the execution and cancellation of this order. The effect of the cancellation of a particular order will take place provided that the Seller's account is credited with the amount agreed upon as costs related to the execution and cancellation of the order.
7. The Seller may deliver the goods to the Buyer through third-party transport or forwarding companies acting on behalf of the Seller, upon prior agreement with the Buyer. In such case, the transfer of economic authority and the right to dispose of the goods as owner to the Buyer shall be in accordance with the terms of the INCOTERMS version stated in the order confirmation depending on the delivery base agreed between the Parties.
8. In the situation where the Seller is responsible for arranging transportation under the concluded contract, the Buyer shall be obliged to unload the goods within 4 hours from the time the transportation is placed at the unloading place indicated in the order confirmation. In case of delay in unloading the goods, the Seller has the right to claim compensation for all additional costs incurred on this account.
9. The goods shall remain the property of the Seller until the Buyer makes payment of the full value of the ordered and delivered goods.
10. The delivery dates of the ordered goods will be specified each time in the confirmation of order acceptance. The Seller reserves the right to change the delivery date due to circumstances beyond his control, in particular: force majeure, failure or delay in the performance of obligations on the part of the Buyer, consisting, in particular, in the absence of delivery to the Seller: specifications for the provision of services, construction drawings, quality certificates, etc., necessary for the execution or implementation of the order, change/extension of the delivery date of materials necessary for the execution of the Buyer's order, changes in the Buyer's instructions on transport instructions, goods "reorders", the need to agree on the details of the order by the Seller with the Buyer.
11. In the cases described above, the Seller shall not bear any liability both in relation to the Buyer, as well as his contractors.
12. In the event of a change in the delivery date, the Seller shall immediately inform the Buyer with the appointment of a new delivery date.
13. Partial deliveries are allowed.
14. If the order placed by the Buyer specifies the type of collection of goods as "personal collection", the Buyer shall be obliged to collect the ordered goods within 7 calendar days counted from the date of notification of goods for collection by the Seller.
15. If the Parties agree in the terms of payment of the order in the form of "prepayment", the delivery date may be extended by the period of delay in making the payment.
16. The Buyer shall cover any additional costs or expenses incurred by the Seller, in connection with violation of the GTCS, i.e., in particular, additional costs of delivery or storage by shipping or forwarding companies of uncollected goods.

6. PRICE

1. The price of the goods shall be determined based on the arrangements in effect on the date of confirmation of the order. Each time the basis for determining sales prices is the offer made by the Seller based on the Buyer's inquiry. The Seller reserves the right to change prices in cases justified by changes in the market situation, inflation rate, increase in prices of goods, raw materials and materials.
2. The Seller reserves the right of ownership of the delivered goods, which has such an effect, that the Seller is the owner of the goods until full payment of the amount due for the goods received and other amounts due under the contract of sale, regardless of the place of storage or installation in other objects.
3. Upon the initiation of bankruptcy or composition proceedings against the Buyer, the Buyer shall be obliged to mark the goods in a manner indicating the existence of a reservation of ownership in favor of the Seller. In the event of seizure of goods owned by the Seller in the course of enforcement proceedings directed to the property of the Buyer, he is obliged to immediately notify the Seller of this fact and cooperate in the implementation of his rights with respect to the seizing entity within all available means. At the request of the Seller, the Buyer is obliged to immediately provide information on where the goods subject to reservation of ownership are stored.

7. PAYMENT

1. The Seller's invoices are payable to the bank account listed in the invoice. Unless otherwise agreed in the contract, the bank charges related to payment shall be paid by the Buyer. Payment shall be made under the terms of the contract. In the event of default in payment, the Seller, regardless of the interest to which he is entitled, shall have the right to withhold and cancel the remaining deliveries and charge the Buyer with documented costs. The Seller reserves the right of ownership of the delivered goods until he receives payment for them in full.
2. If in the content of the parties' arrangements it is not indicated whether the prices are net or gross, it will always be considered that they are net prices, to which VAT will be added at rates applicable on the date of issuance of the invoice.
3. Payment shall be made on the date indicated in the contract or invoice, as agreed by the parties.
4. If the Buyer fails to perform its obligations within 14 calendar days of receipt of the summons, the Seller shall have the right to terminate the contract with immediate effect.
5. The day of payment shall be considered the day on which the amount in question is credited to the Seller's bank account. In the event of default on payment, the Seller shall be entitled to claim for payment of interest by the Buyer in accordance with applicable law or the terms of the contract.
6. The date and form of payment shall be agreed for each Buyer individually. The payment term runs from the date of issuance of the VAT invoice.
7. The Seller shall have the right to make the implementation of delivery dependent on the provision by the Buyer of a payment security in a form accepted by the Seller, in particular in the form of a letter of credit guarantee, guaranteed bill of exchange, mortgage, pledge or payment of an advance. The parties unanimously exclude payment of a down payment within the meaning of Article 394 of the Civil Code.
8. At the request of the Seller, the Buyer shall be obliged to provide a copy of the following documents:
 - a) decision on assignment of REGON number,
 - b) decision on assignment of NIP number,
 - c) documents confirming his current financial situation.
9. Failure to pay the amount due within the period specified in the invoice entitles the Seller to discontinue the delivery of goods and suspend the execution of orders already accepted. The Seller may make the execution of a new order placed from a Buyer who is in arrears with payments or pays invoices in arrears subject to prepayment of the Buyer's new order. The Seller may also take back previously granted discounts in such a situation.

10. In the case of valuation of the offer in a currency other than PLN, the basis for settlement of the transaction is the average exchange rate for sales announced for a given foreign currency by the National Bank of Poland on the last business day preceding the day on which the tax obligation arises.
11. Payments shall be made in a timely manner in accordance with the arrangements and provisions set forth respectively on the invoice, which at the same time constitute a request for payment in accordance with Article 455 of the Civil Code.
12. If the Buyer fails to make timely payment, the Seller shall be entitled to charge statutory interest for late payment without further notice. The interest for delay will be calculated from the day following the day on which the due date has passed.
13. If the Buyer has fallen into arrears with payments due under more than one invoice, the Seller shall have the right to credit any payment made by the Buyer first against interest for late payment and then against the dues that are most due.
14. At the same time, the Seller reserves the right to make a deduction (set-off) on account of other receivables and liabilities, in accordance with the provisions of the Civil Code.
15. If there is a reasonable basis, i.e. assessed on the basis of the Buyer's financial documents or the circumstances arising from par. 13, to assume that the Buyer will not meet his payment obligation, the Seller has the right to demand - before the release of the goods and regardless of the predetermined payment date - to pay the entire amount due in cash, to provide certain guarantees or payment securities, or to change the payment date.
16. The lodging of any complaints by the Buyer shall not suspend the payment term.
17. The Seller shall be entitled to withhold deliveries of goods in a situation where the Buyer's liabilities have reached the amount of the credit limit and where the buyer's trade credit has been reduced or canceled, as well as in a situation of delays in payment for previous deliveries.

8. QUANTITY AND QUALITY

1. Delivery is considered to have been made when the goods have been delivered with a weight tolerance:
 - for cold-bent sections and service center products, i.e., cut sheets and strips: (for orders up to 10 MT - tolerance of +/- 30%; for orders in the range of 10.1 MT to 30 MT, the tolerance is +/- 20%; for orders over 30.1 MT, the tolerance is +/- 10%),
 - for all other groups of offered products/goods and services - weight tolerance is determined individually.
2. The goods are sold in quantity according to the units specified in the contract (running meters, kilograms, pieces or other).
3. The buyer is responsible for the content of the order placed, for the technical data on the quality and quantity of the ordered goods to meet his requirements.
4. If the order does not specify the compliance of the material with the standard or does not describe the desired quality of the material, it will be delivered as ordinary commercial goods, without responsibility for special quality requirements.

9. COMPLAINTS

1. The buyer shall immediately upon receipt of goods check the conformity of the received goods with the order. In particular, he is obliged to check the condition of the shipment (packaging) and the quality, quantity and assortment of the delivered goods.
2. If the Buyer, after examining the delivered goods, finds that during transport there were shortages or defects or that the goods do not comply with the order, the Buyer is obliged to make a report in the presence of the carrier and send it immediately within 5 business days in writing via electronic correspondence to the Seller, along with other required documents (first of all, proof of delivery and delivery discrepancy report) .

3. In the case of deliveries implemented through shipping or forwarding companies, the complaint concerning the goods received must be documented by a damage report drawn up by the Buyer at the time of receipt in the presence of the driver delivering the shipment. The same procedure applies to the Buyer in case of visible damage and/or defect, which can be recognized in a manner that does not require additional tests or measurements.
4. Failure to report a complaint in the manner described in par. 2 and 3 will be equivalent to acceptance of the delivery without reservation.
5. The Seller shall not be liable for delays in the delivery of goods caused by shipping or forwarding companies and resulting from third-party reasons beyond the Seller's control.
6. The Seller shall also not be liable for losses and lost benefits of the Buyer related to the running of the business, lost earnings and other possible losses.
7. Complaints relating to latent quality defects, the ascertainment of which, despite a thorough examination of the goods after delivery, was not possible, shall be submitted to the Seller in writing (with a detailed description, possibly photographs and samples of the advertised goods), immediately after their discovery, but no later than **180 days** from the date of delivery. After this date, the Seller's liability under the warranty shall cease.
8. In the event of a complaint, the Buyer is obliged to secure the advertised goods and refrain from further processing.

The Seller shall have the right to inspect the advertised goods by its representatives. In such cases, the Buyer is obliged to make the goods available for inspection and provide all conditions necessary for the inspection and determination of the validity of the complaint. After accepting the complaint, the Seller may withdraw from the contract, repair or replace the advertised goods or reduce the price accordingly. In no case can the value of the complaint exceed the price of the goods.

9. The complaint will be considered within **14 calendar days** counted from the date of sending by the Seller the "Acknowledgement of Acceptance of Complaint". In case it will be necessary to perform detailed examinations, expertise or repair of the goods, the complaint may be considered within a longer period agreed by both parties. In the situation of appointment by the parties of an expert to assess the validity of the complaint lodged, the cost of the expert, tests, expertise shall be borne by the party whose claims, according to the assessment issued, have not been recognized.
10. The Seller shall not be liable for indirect losses and lost economic benefits due to the lodged complaint.

10. FORCE MAJEURE

1. The parties shall not be liable for partial or total non-performance of the contract caused by force majeure.
2. "Force majeure" means circumstances of an extraordinary nature caused by an act of God (in legal terminology, "Acts of God" means similarly to "force majeure" and "vis Major"- "Force Majeure") or such events as strikes, riots, war, disasters, lockouts, requisition of materials, products, plants or facilities by the government, power outages or restrictions on access to utilities resulting from government decisions, etc., which occurred after the signing of the contract and were completely beyond the control of the parties. One party may invoke "force majeure" provided that the other party is notified of the aforementioned circumstances.
3. The Party exposed to the actions referred to in par. 2 shall immediately notify the other Party in writing, via electronic correspondence or fax.
4. The Parties undertake to cooperate in order to minimize the consequences caused by the occurrence of force majeure.

11. SCOPE OF LIABILITY

1. Any liability of the Seller related to the conclusion of the contract or the sale of goods (except for intentional acts or omissions), regardless of the title of such liability, shall not include compensation for damages relating to expected benefits, lost profit, production losses, loss of market reputation, etc.
2. Liability for the possession by the goods of certain characteristics or for the suitability of the delivered goods for the purposes desired by the Buyer shall be borne by the Seller only on the condition that the Seller has given the Buyer written assurance that the goods possess certain characteristics or that the goods are suitable for such purposes as specified by the Buyer.
3. In addition to the aforementioned liability for defects in the goods, the Buyer shall not be entitled to compensation for any damage caused by the goods (including by a dangerous product) or in connection with their possession or use - except for mandatory liability arising directly from mandatory legal provisions.
4. If a third party asserts claims against the Buyer that may be in connection with the goods sold to the Buyer by the Seller or with products for the manufacture of which the goods sold to the Buyer by the Seller have been used, the Buyer should immediately notify the Seller allowing him to participate in proceedings related to the claims of that person, under pain of exclusion of any liability of the Seller related to such claims.
5. The Seller reserves the right to claim compensation to the extent that the damage suffered by him exceeds the value of the reserved contractual penalties.
6. The Seller assures that in his operations he relies on his experience and all technical advice, as well as offered goods and services, are provided with due diligence, including those related to the storage of goods by the Buyer.
7. The Seller shall not be liable for any consequences resulting from improper or incompatible intended use of the goods, as well as for their operation in special conditions that were not indicated in the order.
8. The Seller shall not be liable for the natural wear and tear of the goods, resulting from their proper operation.
9. In the case of goods modified according to the Buyer's guidelines, the Seller's liability shall be limited to producing such goods or making such modifications that meet these guidelines and comply with the measurements, installation parameters, excluding liability for the materials supplied by the Buyer and their properties. The Seller does not provide any warranty of conformity for the aforementioned goods constructed or modified at the request and in accordance with the Buyer's concept.

12. APPLICATION OF GTCS PROVISIONS AS PART OF INTERNATIONAL CONTRACTS

1. In the case of international sales contracts/contracts/ the application of the Convention of 11 April 1980 on Contracts for the International Sale of Goods. Journal of Laws 1997.No.45.item 286 is excluded.
2. For international sales contracts, the provisions of these with the following reservations shall apply:
 - for the obligation to sell goods on the part of the Seller to arise, it is necessary to conclude a written agreement/contract/ or confirmation of order acceptance,
 - to settle any disputes that may arise between the parties, related to the relationships based on sales contracts concluded by the parties or other contracts, to which these GTCS would be applicable, the Polish common court of factual and local jurisdiction over the Seller will be competent,
 - each time, the Parties may specify in a written agreement the law according to which they shall regulate their mutual rights and obligations, and indicate the competent local court or arbitration for the settlement of disputes arising in connection with the performance of the contract. In this situation, different arrangements between the parties and confirmed in writing shall take precedence over the provisions of the GTCS,

- unless otherwise specified in a written agreement, all kinds of fees, including bank charges, taxes, duties and other such obligations shall be charged to the Buyer, with the proviso that the Seller shall be obliged to regulate and pay his obligations for the activities he performs under the agreement on the territory of the Republic of Poland, which, in accordance with the law should be paid in the Seller's country,
- all kinds of statements and letters shall be drawn up in the language of the contract established in the written agreement, in the absence of such regulation, the Polish or English language shall prevail.

13. PERSONAL DATA

1. The Parties declare that they will provide sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing of personal data meets the requirements provided by law and protects the rights of data subjects.
2. The Parties undertake to comply with the data protection regulations: the General Data Protection Regulation (GDPR) and the Personal Data Protection Law, as well as all laws and regulations on the subject of personal data processing and privacy.
3. In connection with the signing and performance of the contract, there is a sharing of personal data of employees/associates between the two data controllers.
4. The Buyer undertakes to provide its employees/associates whose data has been shared with the Seller with the information clause posted on the website <https://www.stalprodukt.com.pl/kontakt/polityka-prywatnosci>.

14. MISCELLANEOUS

1. To settle any disputes that may arise between the parties in connection with the relationships based on sales contracts or other agreements concluded by the parties, to which these General Terms and Conditions of Sale would be applicable, the Polish common court of factual and local jurisdiction over the Seller shall have exclusive jurisdiction.
2. The Buyer shall, at its own expense, obtain any permits or other administrative decisions required by law for the delivery, transportation or use of the goods for their intended purpose.
3. To each sales contract, by virtue of which the Seller shall sell any goods to the Buyer, these General Terms and Conditions of Sale shall apply (if the Buyer has been informed about them in any form and at any time, or could easily become acquainted with their content, and if the parties have not excluded in writing the application of these - all or some - terms and conditions), as well as - within the scope not regulated in the content of these GTCS - relevant provisions of the Polish Civil Code and other Polish mandatory legal acts.
4. The Code of Ethics and the Anti-Corruption and Whistleblower Protection Policy in force at Stalprodukt S.A. Group, posted on the website <https://www.stalprodukt.com.pl/o-nas/kodeks-etyki-i-polityka-antykorupcyjna>, with which the Buyer is obliged to get acquainted and comply with in the performance of contractual obligations, shall also apply to contracts concluded within the framework of commercial contracts.

15. FINAL PROVISIONS

1. These GTCS are an integral part of the Contracts concluded between the Parties.
2. The GTCS are applicable to all orders for which the Seller's order confirmation was issued after 15.08.2022.
3. The Buyer shall not be entitled to assignment of rights resulting from the GTCS and the Contract connecting the Parties without a written consent of the Seller.

4. The Parties undertake to promptly notify in writing of any change of their registered office or place of residence and address for service. Lack of notification shall cause that deliveries made to the addresses indicated in the order or in signed Contracts or other commercial agreements shall be considered effective.
5. If individual provisions of the GTCS become invalid for any reason, this shall not affect the validity of the remaining provisions of the GTCS.
6. The Parties shall strive to amicably settle any disputes arising from the performance of the Contracts covered by these GTCS. In case of impossibility of amicable settlement, the proper court to resolve the dispute will be the Court of the place of residence of the Seller.
7. In matters not covered by these GTCS, the provisions of the Civil Code shall apply.
8. Any amendments or supplements to GTCS shall be in writing under pain of invalidity.