



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§1. General provisions

1.1 The present document sets forth the rules and principles of sale and delivery of goods and services offered by NOVA TRADING S.A.

1.2 Definitions applied in the General Terms and Conditions of Sale and Delivery of NOVA TRADING S.A.:

GTCS – General Terms and Conditions of Sale and Delivery of NOVA TRADING S.A. company

NT – NOVA TRADING S.A. with the registered office in Toruń

Buyer / Client – every legal person, natural person as well as an organizational unit w/o the status of a legal person which/who submitted to NT a commercial enquiry or order concerning goods and services offered by NT,

Sales enquiry – every type of statement by which the Client intends to obtain information if and under what terms and conditions a service or delivery (sale) of products and services can be effected.

Quotation – any information specifying the terms and conditions of a future order, but not considered as an offer in the meaning of the regulations of Civil Code, i.e. requiring a final review and confirmation of all terms and conditions by NT (with regard to specific quantities, deadlines, and other requirements)

Order / contract – a written statement made by the Buyer for NOVA TRADING S.A. including any essential items of a contract of sale, in particular the type of product, quantity and its price.

Special product – a product which according to NT requires a special production process (e.g. it has untypical dimensions, requires special processing) or commercial transactions (e.g. purchase of material by NT) in order to meet a client's individual requirements. NT further reserves the right to apply this term with reference to other products delivered which, from NT's point of view, involve a significant commercial risk.

Hidden defect – a product defect which, notwithstanding all due diligence, cannot be detected upon acceptance of delivery; quantity shortages and defects of form or surface with no film cover are not hidden defects

B2B platform – an IT system made available by NT which can be used to place orders directly.

1.3 The GTCS are publicly available online at www.nova-trading.com under "products" tab. By executing a contract, you accept these GTCS.

1.4 The GTCS constitute an integral part of the contract. All and any exceptions or changes to the terms and conditions of the GTCS shall be null and void unless made with a written consent of the parties.

1.5 The exceptions or changes referred to under §1. section 1.4 shall apply on a one-time basis to a given commercial transaction, unless otherwise agreed in writing under pain of invalidity.

§2. Quotations and orders

2.1 Subject of quotations and orders

2.1.1 A sales contract is executed after an order placed by a Client with NT has been reviewed and accepted.

2.1.2 The buyer can place an order by sending it via email to the specified e-mail address of a NT sales department operative or through the B2B sales platform.

2.1.3 Failure to give a reply to an order placed by the Buyer shall not be deemed as an implied acceptance of the offer to execute a contract, unless NT starts performing it

2.1.4 Unless the order / contract specifies the quality requirements for a product or service, it is assumed that the products and tolerances need to comply with the applicable material standards.

2.1.5 Upon accepting an order/ executing a contract, NT undertakes to deliver products or services according to the Buyer's order. NT is not liable for suitability of the product ordered for the application intended by the Buyer or his contractors.

2.1.6 Due to the nature of the products on offer, in completing any order NT reserves the right to a quantity (kg) accuracy margin of

- +/- 10% for coils

- +/- 5% for sheets.

The Client shall accept the goods falling within the tolerances specified above and pay for them \

2.1.7 Unless the order / contract specifies otherwise, product is prepared and packed according to internal NT standards or according to a manufacturer's technological standard.

2.1.8 Unless it is agreed otherwise, the delivery date shall be any working day of the week of the specified number.

2.1.9 For the avoidance of doubt, any announcements, advertisements, price lists, standards, samples and other information for the public or individuals shall not be understood as an offer but as an invitation to a contract.

2.2 Unless the order specifies otherwise, the price of metallurgical products is determined based on the actual weight of goods, except for flat products in sheets, which are priced based on theoretical weight calculated with the following densities taken into account:

- for aluminium sheet the density is – 2.7 g/cm³

- for stainless steel sheet the density is – 8.0 g/cm³.

2.2. Prices and payment terms

2.2.1 Unless explicitly stated otherwise, the prices of products quoted by NT in the quotation are exclusive of VAT. VAT shall be added at the rate applicable under the legal regulations in force.

2.2.2 The costs and method of delivery of products and additional services to the Buyer shall be agreed individually upon order acceptance. If no arrangements are made in this respect, it is assumed that products are collected at the registered office of NT or at an appropriate NT branch.

2.2.3 If as a result of a mutual written agreement concerning amendments to an accepted order the contractual subject matter and/or quantity or any other terms and conditions thereof are changed, NT reserves the right to change the price of the subject matter of the contract concerned.

2.2.4 The value of the product sold is determined based on the price used in the quotation or order / contract and the product quantity given in a measurement unit constituting the basis of settlement.

2.2.5 Unless otherwise agreed by the parties, when an order is settled in a currency other than PLN the invoiced amounts are calculated based on the exchange rate for the given currency quoted in Bank Handlowy w Warszawie S.A. as of the invoice date.

2.3. Certificates and other documents

2.3.1 If it is so agreed in the order / contract, NT shall produce certificates and other documents agreed in writing.

2.3.2 Unless otherwise decided in the order / contract, the agreed documents shall be sent via email after delivery.

2.3.2 Unless the parties agree otherwise, a fee is charged by NT for issuing the 3.1 certificates as per the relevant price list published on the website.

§3. Order execution

3.1 Unless agreed otherwise, the Buyer shall collect the ordered articles immediately after being notified of their readiness for collection. In the event of any delay in collection, storage costs may be charged to the Buyer, without prejudice to any other rights to which NT is entitled. The storage may be assigned to an external provider (third party) at the Buyer's cost and risk.

3.2 The following rules apply to any delivery transport arranged by NT:

a. the Buyer guarantees that the access roads to the unloading site are suitable for a wheeled vehicle (driving in and out) of the permissible maximum mass of 42 t, length 17 m and height 4 m; the Buyer shall notify NT of any difficulties or deviations in this respect in writing upon order placement accepting at the same time any delay in

delivery resulting therefrom. If the difficulties or deviations concerning the foregoing are significant and actually prevent the transfer of goods or make it considerably difficult, the Buyer bears the risk and cost of any modification/conversion in this respect.

b. Any delivery completed within 3 working days of the confirmed deadline is deemed completed as scheduled.

c. The Buyer shall provide all the facilities and means necessary for immediate unloading of the vehicle; NT may charge the costs of any unreasonable demurrage to the Buyer.

d. The Buyer is responsible for unloading; NT shall not be liable for any damages caused during unloading.

3.3 If no specific arrangements are made in the order, NT has the right to choose the carrier.

3.4 The Buyer shall ensure the collection/acceptance is carried out by an authorized representative, who will confirm the collection/acceptance with a legible signature and produce his/her ID, if necessary.

3.5 NT shall make every effort to ensure the product is properly packed. NT warrants no surface free from scratches in case of orders for sheet with no paper interleaving or film protection. Standard packaging materials are non-returnable and are free from extra charges, except for pallets. NT may charge a deposit for any returnable pallets in an amount agreed with the Buyer.

3.6 The requirements with respect to any non-standard packaging, security measures or marking and any costs related thereto shall be agreed in writing only or shall be null and void and any arrangements in this respect must be made upon order acceptance at the latest.

3.7 NT shall not be liable for any delays in order execution and the order completion deadline shall be extended by the duration of any obstacles occurring as a result of any circumstance beyond the control of the parties, most notably late delivery of materials by NT suppliers, Force Majeure, unforeseeable interference in the NT operations, etc. NT can deliver and invoice separately any partially completed order.

3.8 If products are made ready for transport on pallets, NT may, pursuant to separate agreements, request the Buyer to return the pallets. The term for returning the pallets is 30 days of the date on which the Buyer receives a list specifying the number of pallets for a given month.

3.9 If the Buyer returns the pallets within the deadline fixed by NT, NT shall be responsible for providing the transportation. The Buyer is under obligation to notify NT in advance of the intention to return the pallets, so as to enable necessary arrangements to receive them.

3.10 If the Buyer fails to return the pallets within the fixed deadline and in numbers specified in a list provided to the Buyer, NT shall make out a VAT invoice for the Buyer amounting to the value of unreturned pallets with no possibility to return the pallets at a later date.

3.11 The monitoring and measuring instruments used by NT are checked against relevant standards and verified if necessary. Class III scales are used under the Regulation of Minister of Economy of 31 January 2008 on requirements for non-automatic scales and detailed range of tests performed during legal metrological verification of these measuring instruments (Journal of Laws no. 26 of 18 February 2008).

3.12 NT points out that in case of the products sold the occurrence of some defects and faults in the products cannot be completely excluded as specified in applicable standards.

3.13 Where the weight of the sheet ordered (covering a single Nova Trading warehouse stock ID) does not exceed 150 kg, a surcharge of net PLN 150 shall be added to the item price to cover additional costs of repacking of the goods.

§4. Complaints and return of products

4.1 The Buyer shall inspect products with regard to quantity and quality upon their acceptance.

4.2 Unless agreed otherwise, NT's liability for material quality is limited to one side of the surface of the ordered material. On the other side of the surface there can be scratches, discolouration, stains, etc. caused as a result of the technological process. In case of laser-cut items, side B can have scratches caused by the grates as well as splinters and other marks. NT guarantees no flatness of laser-cut items. In case of orders for polished or film-coated coils, it is understood that the initial 5 meters and the final 14 meters have no film or polish.

4.3 It is a prerequisite for processing of any complaint to guarantee a clear and unambiguous identification and traceability of a given product confirming its NT origin as well as a detailed description of the defect / shortage along with evidence supporting the occurrence of the defect / shortage such as digital photographs or results of tests/measurements as relevant for a given complaint.

4.4 Should any qualitative or quantitative non-compliance be discovered on acceptance of delivery, the Buyer shall make a corresponding record on a copy of delivery document for NT and shall immediately, not later than

within 3 working days of the delivery date, notify NT in writing of the non-compliance discovered. If it is impossible to test the quality on acceptance of the material, the Buyer shall verify the quality immediately after acceptance, but not later than 3 days of the acceptance date, and notify NT of any defects discovered.

4.5 Should any hidden defects be found in the products, the Buyer is under obligation to immediately file a complaint in writing, not later than within 5 working days of discovering the defects. Any hidden defects can be notified up to 1 year of the sale date.

4.6 The liability of NT with regard to the quality of the protective film used on the products sold, especially with regard to its adhesion, is limited to 6 months of the product sale date.

4.7 Until a written complaint report is produced by NT, the products covered by the Buyer's complaint should be:

- a. available to NT for inspection and tests,
- b. protected against further processing/treatment or loss of value.

4.8 For any products covered by a complaint to be returned it is necessary to obtain a prior written approval from NT and complete a return form provided by NT. In order to be accepted the products returned need to be traceable, i.e. it needs to be demonstrated that the product concerned is from NT, and need to retain the NT marking or labels.

4.9 The products returned should be protected against further loss of value, i.e. in case of sheets: packed on an NT pallet, protected with suitable interleaving and cardboard corner protectors (which are used in delivery) and properly fastened with plastic bands; in case of long products: secured in the same way as when delivered from NT, including fastening with plastic bands.

4.10 The products returned to NT are subject to quantitative and qualitative inspection. NT reserves the right to refuse to accept the returned product if it is discovered that the extent of the product damages differs from the complaint notification.

4.11 Any quantitative and/or qualitative complaints with regard to some or all products do not give the Buyer the right to withhold payments for deliveries made or services rendered.

4.12 NT shall not be liable for the quality and properties of the material sold as sub-standard products (inferior quality, scrap).

4.13 For laser cutting service, the corners shown on drawings as sharp are by default rounded in the cutting preparation process with a radius R of 0.5 to 3mm. Any other finish to the corners needs to be noted on the order.

§5. Payments and other settlements

5.1 Invoices made out by NT are payable on the due date indicated on each invoice. The payment date shall be the date on which the amount paid is credited to the account of NT.

5.2 If the Buyer is late with any payment, NT reserves the right to withhold deliveries or services until the obstacle is eliminated. NT also reserves the right to withdraw from the contract or withhold deliveries or services in the event the insurance limit granted by the Insurer with reference to any receivables is reduced or cancelled so that it is impossible to complete the orders placed with NT. In the above cases (delay in payment and/or reduced/cancelled insurance limit), NT has the right to request the client to make an advance payment corresponding to the value of the material or service still to be delivered or rendered. NT shall not be liable for any compensation to the Buyer in the event of withdrawal from the contract and/or withholding of deliveries or services for reasons specified in this clause.

5.3 If the Buyer fails to collect any ordered products on the agreed date, NT has the right to charge a contractual penalty in the amount equal to 1% of the order gross value for each day of delay.

5.4 In case of an order for special products, NT may require a Buyer's written confirmation of the terms and conditions of the order as well as a Buyer's declaration that the products will be collected on the agreed date. If the products are not collected on the agreed date, the Buyer may be charged not only with the contractual penalty set forth under §5 item 3, but also with any storage costs resulting therefrom.

5.5 The above provisions are without prejudice to the right of NT to claim damages under applicable law exceeding the contractual penalties.

5.6 NT reserves the right to transfer any receivables it is entitled to from a client, in particular to transfer any receivables in connection with any insurance for a given transaction. Any provisions of the general terms and conditions of the client which exclude or limit this right are not binding on NT.

§6. Other provisions

6.1 The legal relations with the Buyer shall be governed by Polish law only. All and any disputes arising out of contract execution shall be settled by a court competent for the registered office of NT.

6.2 No rights under any contract with NT shall be assigned to a third party without a written approval from NT.

6.3 NT retains the title to any articles sold until the price has been paid in full.

6.4 If any individual provisions of the GTCSD are found legally ineffective or invalid, the other provisions and any orders executed under the provisions shall be legally effective and binding. The parties shall make efforts to agree on an effective provision replacing the ineffective or invalid one which will be closest to its original meaning and intentions.

6.5 Upon entering a contract, the Buyer accepts the GTCSD and agrees to having his personal data processed by NT for the purpose of order performance and for marketing purposes related to his activities.

6.6 The Buyer is entitled to all the rights under the regulations of Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended), most notably to the right of access to his own personal data.

A revised version valid as of 01.09.2019 and replacing the version of 03.06.2019.