

GENERAL TERMS AND CONDITIONS
applicable to sales agreements
of Filigran Spółka Akcyjna with its registered office in Herby
of 14 June 2016

§ 1

Terms used herein shall have the following meaning:

1. **General Terms and Conditions** (hereinafter referred to as the “**GTC**”): terms and conditions for agreements, including sales agreements concerning goods produced or sold by Filigran Spółka Akcyjna with its registered office in Herby.
2. **Seller**: Filigran Spółka Akcyjna with its registered office in Herby (postal code: 42-284), ul. Lubliniecka 15, entered in the Register of Companies under the National Court Register kept by the District Court in Częstochowa, 17th Commercial Division of the National Court Register, under the number: 549906, VAT No (NIP): 9542422251, statistical ID (REGON): 277942351, share capital: PLN 100,000 (hereinafter referred to as “**Filigran S.A.**” or “**Company**”).
3. **Buyer** (hereinafter also referred to as “**Business Partner**”): a legal person, an unincorporated business unit having legal capacity by law that and a natural person carrying out business activity that enters into an agreement with the Seller.
4. **Parties**: the Seller and Buyer, collectively.
5. **Agreement**: any agreement, including a sales agreement concerning goods produced or sold by Filigran S.A., entered into on the basis of an Order submitted to the Seller, and confirmed by the Seller under terms and conditions set out herein.
6. **Goods**: any goods produced or sold by Filigran S.A., including in particular steel goods held for sale.
7. **Order**: the Buyer’s offer to buy Goods produced or sold by Filigran S.A., which is delivered in person, by mail, electronically, by courier or fax, including at least: the name and quantity of products ordered, the data of the Buyer which are necessary to issue an invoice, contact telephone number and address (including e-mail address), the manner, due date and place of collection/delivery of Goods ordered, in accordance with the form made available to the Buyer by the Seller.
8. **Order Confirmation**: the Seller’s statement submitted to the Buyer in writing, by fax or e-mail to confirm that the order has been accepted, including at least: a unit price of Goods, the total value of Goods ordered, delivery due dates, the place and conditions of delivery/collection, and terms of payment.

§ 2

[General information]

1. These General Terms and Conditions (hereinafter referred to as the “**GTC**”) provide for terms and conditions for agreements, including sales agreements concerning goods

produced or sold by Filigran Spółka Akcyjna with its registered office in Herby (postal code: 42-284), ul. Lubliniecka 15, entered in the Register of Companies under the National Court Register kept by the District Court in Częstochowa, 17th Commercial Division of the National Court Register, under the number: 549906, VAT No (NIP): 9542422251, statistical ID (REGON): 277942351, share capital: PLN 100,000.

2. The GTC are made available to Business Partners of Filigran S.A. before the execution of the agreement at the Company's offices in writing on www.filigran.pl.
3. The GTC shall constitute basic contractual regulations binding on the Parties in relation to all agreements with Filigran S.A., including sales agreements concerning Goods produced or sold by Filigran S.A.
4. On the basis of these GTC, all other draft agreements, i.e. general terms and conditions, draft agreements, rules, sales terms and conditions, etc., defined or applied in the agreements by Business Partners of Filigran S.A., shall be excluded.
5. These GTC constitute an integral part of all sales agreements entered into by Filigran S.A. as a seller with Business Partners.
6. Different arrangements between the Parties which are agreed and confirmed in writing, electronically or in a documentary form shall prevail over these GTC.
7. These GTC may only be amended on the basis of separate arrangements between the Parties to be incorporated in the written, electronic or documentary sales agreement. In the event the sales agreements contain any regulations which provide for legal relationship between the Parties otherwise than herein, these GTC shall be excluded solely to the extent of such contrary regulations.
8. By submitting the Order, the Buyer confirms that it knows and accepts these GTC, which constitute an integral part of the Agreement.
9. Any correspondence from and to the e-mail address specified by the Buyer for contact purposes shall be deemed to constitute a valid written statement.

§ 3

[Order, Order Confirmation, Execution of the Agreement]

1. New Business Partners which have not submitted relevant registration documentation to Filigran S.A. yet shall submit, together with their Order:
 - valid printouts from the Central Registry and Information about Business Activities or a relevant extract from the National Court Register;
 - the Tax Office's decision on assigning the VAT No;
 - the Statistical Office's certificate of assigning REGON;
 - the Tax Office's certificate confirming that the tax payer is not in arrears with taxes and a certificate of an active VAT payer status;
 - the National Insurance Fund's certificate confirming that the payer is not in arrears with insurance premiums.
2. In the event of any changes in its name, address, REGON, NIP, manner of representation, the Business Partner shall submit relevant registration documents reflecting the changes to Filigran S.A. In the event the Business Partner is transformed

into another business entity, it must submit a statement on acquisition/non-acquisition of all rights and obligations of the legal predecessor to Filigran S.A.

3. The order shall contain all elements based on which the Buyer's requirements concerning the Goods can be identified. The order shall also specify a type and quantity of Goods ordered.
4. In the event in the Order the Buyer specifies another entity for the purpose of the collection of Goods, the Buyer shall give the data of such an entity to identify the person authorised to collect the Goods.
5. The Order shall be signed by persons authorised to represent the Buyer in accordance with the manner of representation or by persons having a relevant written authorisation, whose copy shall be submitted to the Seller together with the Order.
6. The Order signed by authorised persons shall be delivered to the offices of Filigran S.A.
7. The Order may be also sent in a documentary form by e-mail or fax.
8. The Agreement shall be deemed to be effectively executed provided that the Order Confirmation is made by the Seller in writing or in a documentary form and sent to the Buyer electronically, by fax, mail or courier.
9. The Seller shall not be considered bound by the Order placed by the Buyer. In the event the Seller does not respond to the Order, the Order shall not be deemed to have been tacitly accepted.
10. The Seller reserves the right to refuse to accept the Order without reason until the Order Confirmation is submitted to the Buyer.

§ 4

[Changes in confirmed orders]

1. The Seller shall have the right to suspend sales procedures if it has any doubts about the accuracy or validity of data given in the documents referred to in § 3 hereof.
2. The Buyer may change or cancel the confirmed order solely with the Seller's consent.
3. In the event of changes in or cancellation of the confirmed order, the Seller reserves the right to charge the Buyer for actual costs incurred till the date of the change or cancellation, provided that such costs do not exceed the value of the original confirmed order.

§ 5

[Price]

1. The price of Goods shall be determined on the basis of the Seller's pricelist applicable on the Order date or separate individual arrangements between the Parties.
2. Prices specified in the Order confirmation shall be net prices to be increased by VAT at a statutory rate.
3. The Buyer represents that it is a VAT payer and has the right to receive invoices. The Buyer authorises the Seller to issue invoices without the Buyer's signature.
4. The Buyer shall pay the cost of the transport and collection of Goods, unless the Parties agree otherwise.

5. The Orders that have been confirmed, but have not been fully fulfilled within the time limit specified in the Order Confirmation shall be valid, including the agreed prices, unless the Parties agree otherwise.
6. Unexpected additional costs connected with the proper performance of the Order shall be payable by the Buyer, unless the Parties agree otherwise.

§ 6

[Collection of Goods]

1. The Parties shall agree on the date and place of delivery or collection of Goods in the Agreement. The Buyer shall present the Seller with all information necessary for the proper performance of the Order.
2. The Buyer shall collect the Goods produced in accordance with the Order.
3. The Goods shall be always collected in person by the Buyer or by a carrier or forwarder authorised by the Buyer, unless the Parties agree otherwise.
4. Before collecting the Goods, the Buyer shall inform the Seller about a person authorised to collect the Goods. In the event the Goods are collected by a carrier or forwarder, the Buyer shall send the following information to the Seller: a plate number of the vehicle, the full name of a driver, and any other data necessary to identify the person authorised to collect the Goods.
5. The risk of Goods delivery, including benefits and burdens, as well as the risk of accidental loss or damage of the Goods shall pass to the Buyer the moment the Goods are handed over to the person, including carrier or forwarder, authorised to collect the Goods.
6. In the event the Goods are not collected within 7 days of the Buyer having been notified of the readiness of the Goods for collection, the Seller reserves the right to issue and send an invoice covering the Goods ordered to the Buyer and shall leave the Goods at the Buyer's disposal. The Buyer shall pay the Goods storage cost of 0.5% of the value of the Goods to be stored for each day of delay in Goods collection.

§ 5

[Terms of payment]

1. The Order shall be met upon the fulfilment of financial terms and conditions of the transaction (in the way agreed individually with Filigran S.A.: the first three supplies to the new customer shall be subject to prepayment) or the assignment of a credit limit by Filigran S.A. If no financial security or credit limit is established, the Goods shall be sold solely on the basis of the prepayment into Filigran S.A.'s bank account specified in the pro forma invoice or Order Confirmation.
2. In the event the Order is performed on the basis of the prepayment and such a prepayment is not paid within the time limit set out in the pro forma invoice or Order Confirmation, the Agreement shall be deemed not to have been entered into.
3. The payment date shall be deemed to be a day on which the Seller's bank account specified in the invoice or Order confirmation is credited.

4. In the event the payment is not made on time, the Seller shall have the right to charge the Buyer for statutory default interest.
5. In the event the amounts due are not paid within the time limit specified in the invoice or Order Confirmation, the Seller shall have the right to stop performing other Orders made by the Buyer until all amounts due are paid.
6. Amounts payable to the Seller may not be set off with the Buyer's receivables from the Seller acquired from third parties.

§ 6
[Complaints]

1. The Buyer shall inspect whether the Goods are consistent with the Order immediately upon the collection/delivery.
2. In the event of shortages or quality defects, the Buyer shall make a relevant reservation, immediately, however no later than within 2 days of the collection/delivery of the Goods, in the certificate of irregularities. Otherwise, the delivery shall be deemed to meet the terms of the Order both in terms of quantity and quality.
3. Until the complaint concerning quality is considered, the Goods subject to such a complaint shall be retained to the Seller's disposal.
4. The Seller shall handle complaints concerning quantity or quality within 14 days of the receipt of the certificate of irregularities.
5. In the event to handle the complaint, the Goods must be subject to necessary tests or inspections, the Goods subject to the complaint shall be delivered to the Seller together with the certificate of irregularities and the description of circumstances where the defects were discovered. In this case, the complaint handling period shall be extended by the period necessary to test or inspect the Goods, however no longer than 30 days of the delivery of the Goods to the Seller, which the Seller shall communicate to the Buyer before the end of the original complaint handling period set out in § 6.4 hereof.
6. The cost of delivering the Goods subject to the complaint by the Buyer to the Seller shall be payable by the Buyer.
7. The Goods returned by the Buyer under the complaint shall not be damaged or processed for production purposes by the Buyer.
8. Notwithstanding the complaint, the Buyer shall pay for the Goods on time.
9. If the complaint is found groundless, all costs of complaint procedures shall be payable by the Buyer.
10. If the complaint is found reasonable fully or substantially, all costs of complaint procedures shall be payable by the Seller.

§ 7
[Force Majeure]

1. In the event of the occurrence of circumstances being beyond the Parties' control and considered as Force Majeure, i.e. natural calamity, war actions, fire, epidemics, breakdown of a production plant, shortage of Goods and raw materials which enable the

Seller or Buyer to fulfil all or part of obligations under the Agreement, the Party influenced by Force Majeure shall not be liable for its non-performance or inadequate performance of its obligations under the Agreement for the period of Force Majeure, provided that it immediately notifies the other Party of the existence of such circumstances in writing. The obligation shall be met immediately upon the end of Force Majeure, unless delivery delay caused by Force Majeure exceeds the contractual delivery date by three months. In this case, either Party shall have the right to withdraw from the Agreement by submitting its written notice to the other Party and neither Party shall be entitled to compensation.

2. Force Majeure shall include neither an event caused by the Party or third party through such party's fault nor the shortage of financial resources.

§ 8

[Liability of the Parties]

1. The Seller shall be only liable for intentional damages to the Buyer.
2. The Seller's liability shall be limited to damages to the sold Goods. In particular, the Seller shall not be liable for the Buyer's business losses or lost benefits connected with defective Goods.

§ 9

[Export]

1. The Buyer shall not export the Goods bought from the Seller without the Seller's prior consent.
2. Otherwise, the Seller shall have the right to charge the Buyer for a contractual penalty of 30% of the value of the Goods exported by the Buyer without the Seller's consent. The contractual penalty shall be payable within 7 days of the request.

§ 10

[Personal data]

In accordance with Art. 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the GDPR"), Filigran S.A. is a data controller for personal data of the Buyer and persons authorised to enter into and perform the Agreements between the Buyer and Seller.

Personal contact data are processed for purposes connected with responding to the Buyer's questions and performing legitimate interests of the Seller, including the performance of the Agreement and the exercise of the Parties' rights thereunder on the basis of Art. 6.1.a, 6.1.b and 6.1.f of the GDPR. Given the above, the data subjects shall have the following rights:

- a. right of access to personal data, right to rectification, erasure or restriction of processing;
- b. right to object to personal data processing;
- c. right to data portability;
- d. if the data are processed with the data subject's consent, the right to withdraw the processing consent at any time without prejudice to the compliance of the processing based on the consent before the withdrawal (the consent may be withdrawn in any form, e.g. by the use of the e-mail address specified below);
- e. right to lodge a complaint with the supervisory authority, i.e. the Chairman of the Personal Data Protection Office.

Personal data processed in connection with the execution and performance of the Agreement shall be stored until the expiry of the Parties' claims thereunder or the establishment of an obligatory relationship between the Parties.

All inquiries concerning the protection of personal data shall be addressed to: rodo@filigran.com.pl.

§ 11

[Miscellaneous]

1. These General Terms and Conditions are governed by Polish law.
2. Any reference to paragraphs or sections in the GTC shall mean the paragraphs and sections of these General Terms and Conditions.
3. The invalidity of any provisions hereof shall be without prejudice to the validity of the remaining provisions of these General Terms and Conditions.
4. Filigran S.A. reserves the right to amend these General Terms and Conditions. All amendments hereto shall be made in writing.
5. All matters not provided for herein shall be governed by the Civil Code.
6. The Parties agree that all disputes arising from the execution and performance (including non-performance and inadequate performance) of the Agreement shall be resolved by a common court having jurisdiction over the Seller, provided that in the case of disputes concerning the payment of any amounts under the Agreement to the Seller, the Seller shall have the right to choose a court having jurisdiction over the Seller or the Buyer or the place of the performance of the Agreement.