

# General Terms and Conditions of Sale

## I. Introduction

1. These General Terms and Conditions of Sale shall govern and constitute an integral part of all offers made by Press Metal, as well as all orders by Buyers and other contracts of sale by Press Metal. Amendments to these Terms and Conditions shall be made in writing in order to be valid. Conclusion of a separate contract of sale shall exclude the application of these General Terms and Conditions only to the extent stipulated otherwise therein.
2. The following terms used hereinafter shall have the following meaning:
  - GTC – these “General Terms and Conditions governing contracts of sale made by Press Metal”
  - Seller – Press Metal
  - Buyer – entity which is the other party to a contract of sale
  - Service – services sold by Press Metal under contract with the counterparty.

## II. Request for quotation

1. The following shall be required to register a request for quotation and to prepare an offer: complete data of the Buyer, specification of material type, quantity of elements ordered, information whether the service will be provided with the use of the material entrusted, and detailed design documentation in dxf and/or pdf and/or step format. Should the information provided be insufficient or should the documents be incomplete for an offer to be prepared, the Buyer shall send an e-mail with the request to supplement them. Should there be no reply to the correspondence specified above within 3 working days, the request for quotation shall be deemed obsolete.
2. The documentation sent by the Buyer shall be coherent irrespective of its saving format, i.e. a 3-D model shall correspond to the 2-D drawing and a drawing in the pdf-format shall correspond to the dxf-format drawing. Individual formats may contain additional information, nonetheless such information shall not be contradictory.
3. A drawing in the dxf-format shall be drawn at 1:1 or shall include clear information as to the scale used and the dimensions.
4. The preferred mode of drawing shall be that in line with the principles of technical drawing.

### **III. Offer**

1. The offer forming the basis for the contract conclusion shall be prepared on the basis of the documentation sent by the Buyer.
2. The offer sent shall be valid only when all the elements and indicated quantities thereof are ordered. Should there be any changes, a recalculation may be necessary.
3. The price offer shall not cause the material necessary to execute the order to be reserved.
4. The offer shall not include packaging and transport costs. Should they be required, we ask for such information to be provided together with the request for quotation.
5. Unless specified otherwise, the price offer shall not include the cost of removal of barbs, burns and burrs resulting from the use of laser cutting technology.
6. Usable waste material of the elements belonging to the non-moving stock at the Seller's shall be itemised separately in the offer. It is possible to bridge the usable waste material with additional elements if the Seller indicates them.
7. The offer shall not include the cost of drawing up technical documentation.
8. If the Buyer does not specify otherwise, foil-coated sheets shall be used for the quotation purposes.

### **IV. Contract conclusion**

1. Contract shall be concluded on the basis of an order placed by the Buyer in response to the Seller's offer. Should there be any amendments to the offer, the contract shall be concluded only upon confirmation of the acceptance of an amended order by the Seller.
2. If the Buyer places an order without receiving a prior written offer, a written confirmation of the offer acceptance by the Seller and the acceptance of the prepared offer shall be required to conclude a contract. The order shall include: the Buyer's name and address, tax identification number, quantity of elements ordered, Polish Classification of Goods and Services [PKWiU] code, type of material to be used, the scope of work and a detailed design documentation.
3. In the event of any changes being introduced with regard to the technical documentation after the offer acceptance, the Seller reserves the right to not implement the change if the production of ordered parts has already begun. Introduction of a new version of documentation may result in the order execution being delayed or in the refusal to execute the order.
4. The order shall be executed in accordance with the developed views from the Buyer's technical documentation unless the Buyer requests to carry out tests in order to verify the correctness of the developed view.

5. In the event of any changes to the technical documentation, the Buyer shall be obliged to change the drawing number or to add a new revision to a given number. Should no such information be provided, this shall result in the order being executed in accordance with drawings from our database, on the basis of which we have prepared the offer.
6. The time period for the order execution shall run from the moment the Buyer provides the complete documentation or sends additional information, if requested by the Seller.
7. At the order collection, a Release Receipt for returnable containers shall be issued. The Buyer undertakes to return the containers within 14 days, otherwise he shall be invoiced by the Seller.

#### **V. Tolerance, quality, attestations**

1. If the offer does not stipulate otherwise, dimensional tolerances for the elements shall be as follows:
  - for laser-cut elements – in accordance with PN-EN ISO 9013, tolerance class 1
  - for bent elements – in accordance with DIN 6930,
  - for welded elements – in accordance with PN-EN ISO 13920.
2. If the offer does not stipulate otherwise, geometrical deviations for the elements shall be as follows:
  - for laser-cut and bent elements – in accordance with PN-EN ISO 22867- L
  - for welded elements – in accordance with PN-EN ISO 13920.
3. Attestations and certificates for the materials used shall be provided if such requirement is included in the request for quotation and/or the order. The Seller shall be liable as to whether the documents provided apply to the material used in the provision of the service, however he shall not be liable for the information contained therein.
4. The Buyer shall be obliged to specify in the request for quotation sent by him the type and quality of the material to be used in the provision of the service.

#### **VI. Material entrusted**

1. If the material entrusted by the Buyer is used to execute the order, the material delivered shall:
  - be corrosion-free,
  - be compliant with the material presented in the offer,
  - have information on the given material lot (e.g. attestation) attached, together with the order or delivery,
  - be delivered in a minimum format of 1x2 m in the case of sheets and in sections in the case of tubes and shapes.

2. The Seller reserves the right to cancel, suspend the whole order or its part if the condition or performance of the material hinders the work or makes it impossible and he shall immediately inform the Buyer of the same.
3. The delivery date of the entrusted material shall be indicated in the order sent, however it shall be no earlier than 7 days prior to the planned execution.
4. The Buyer shall issue an advice note for the delivery of the material entrusted at least one day ahead. The advice note with the indication of the quantity and type of materials delivered shall be sent to the following address: [magazyn@press-metal.pl](mailto:magazyn@press-metal.pl).
5. After the service has been provided using the material entrusted by the Buyer, the Buyer shall be obliged to collect the waste material within 14 days from the collection of the object of the service. The Buyer's failure to collect the waste material of the material entrusted within the time limit specified above may result in the waste material being disposed of or used by the Seller for its own purposes.

## **VII. Complaints**

1. Upon receipt of the goods, the Buyer shall be obliged to verify immediately (i.e. within 3 working days at the latest) their compliance with the order, including the quantity, quality and the condition of the consignment.
2. In case of any discrepancies referred to above, the Buyer shall inform the Seller thereof by e-mail sent to [reklamacje@press-metal.pl](mailto:reklamacje@press-metal.pl).
3. The complaint shall include: order number specified by the Seller together with a Release Receipt [Polish: WZ] which applies to it, the name of the claim part, quantity, photos of defective elements, and a detailed description of the defect.
4. The Buyer undertakes to return the defective elements, unless the parties agree otherwise.
5. The Buyer shall not be liable for any damage arising from the Buyer's claims related to the delivery mistakes or a delayed delivery caused by operations of a logistics service provider.
6. The Buyer shall not repair the defective elements and encumber the Seller with the costs incurred. If the Seller agrees to such a repair, he shall give his consent to the Buyer in writing.
7. The time limit for the claim handling shall be 14 days.

## **VIII. Prices**

1. Prices indicated by the Seller shall be net prices and a tax on goods and services shall be added thereto at rates applicable.
2. Price for a service shall be determined each time in the offer or contract of sale.

## Payments

1. The Buyer undertakes to make payments to the Seller when they fall due.
2. In the event of late payment for orders executed, the Seller reserves the right to suspend the performance of contracts concluded (including goods release) until the Buyer has paid all the amounts due.
3. If the delay of any payment due to the Seller exceeds 30 days, the Seller may rescind the contract without setting an additional time limit. The Seller shall not be liable for any damage resulting therefrom.
4. If the Buyer collects the goods with a delay of more than 1 week, the Seller shall have the right to impose upon the Buyer a penalty fee in the amount corresponding to 0.2% of the price of the goods not collected within the prescribed time limit for each day of the delay. The payment of the penalty shall not release the Buyer from the obligation to collect the material.
5. The initiation of a complaints procedure shall not release the Buyer from the obligation to pay for the goods supplied.