

BHH MIKROHUTA Sp. z o.o.

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General Terms and Conditions of Sales and Deliveries of BHH Mikrohuta Sp. z o.o.

§1. General provisions

1. This document specifies the principles of sales and delivery of goods and services offered by BHH Mikrohuta Sp. z o.o., located in Dąbrowa Górnicza.

2. Definitions and abbreviations.

OWSD – the General Terms and Conditions of Sales and Deliveries of BHH Mikrohuta Sp. z o.o.

BHH Mikrohuta – BHH Mikrohuta Sp. z o.o. with registered office in Dąbrowa Górnicza at Katowicka 11 street.

Supplier/Manufacturer – BHH Mikrohuta Sp. z o.o. with registered office in Dąbrowa Górnicza at Katowicka 11 street

Purchaser/Contracting Authority/Customer – each legal or natural person, as well as organisational unit without legal personality, that submitted a request for proposal or order regarding products and services offered by BHH Mikrohuta to BHH Mikrohuta.

Request for proposal – each type of a statement intended to obtain information regarding possibility and terms of manufacturing of a product and/or delivery (sales) of goods and services submitted by a Customer.

Offer – information that specifies terms and conditions of a future order, which, however, does not constitute an offer within the meaning of the Civil Code, i.e. information that require final verification and confirmation of all conditions by BHH Mikrohuta (in relation to specific amounts, deadlines and other requirements).

Order/agreement – a written statement submitted by the Purchaser to BHH Mikrohuta that includes necessary elements of a sales agreement, in particular type of a product, its parameters, amount, and price.

Order completion date – a confirmed deadline for manufacturing of a product, which is a completion date on which a finished product is ready to be received from the warehouse of the Supplier or a date on which the product is ready to be sent to the Customer.

BHH Mikrohuta Product – wires and rods; as well as a service of installation of a wire.

Latent defect – a defect of a product that may not be detected during standard end inspection.

Defect – a deviation from agreed quality requirements included in the Order Confirmation.

3. OWSD are an integral part of the agreement.

Any deviations or changes in OWSD require written form or they shall be deemed invalid.

4. **Deviations and changes** referred to in §1 point 3 apply only one time per given commercial transaction, unless otherwise agreed in a written form under the pain of nullity.

The Supplier shall not accept terms and conditions of the Purchaser that are contradictory to or different than these General Sales Terms and Conditions, unless the Supplier shall express its consent in writing.

§2. Orders/entering into sales agreement

1. The Purchaser obliges to indicate precise designation of ordered products in the order, including their quantity and dimensions, technical conditions and expected date of completion, as well as proposed terms and conditions of delivery, method of payment and proposed pricing conditions.

2. The Supplier undertakes to provide the Customer with the Order Confirmation, in which it shall indicate accepted terms and conditions of the order.

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3. The order completion date shall be specified with the number of a week and indicated in the Order Confirmation.
4. It shall be considered that the Purchaser accepted all terms and conditions specified in the Order Confirmation, unless it reports written reservations within two days from receiving it.
5. The sales agreement is entered into after BHH Mikrohuta's approval of the "Order Confirmation" – acceptance of the Order submitted by the Purchaser.
6. The Order is considered to be accepted for implementation based on conditions confirmed by the Supplier, in accordance with technical, technological and commercial conditions and within the deadline specified in the Order Confirmation.
7. Unless the Order/agreement specifies quality requirements for the product, it shall be understood that the products and tolerances must be compliant with the standards listed in the Order Confirmation.
8. The Order and the Order Confirmation, as well as their appendices, must be prepared in a written form.
9. In order to maintain a written form of the Order and the Order Confirmation, it is sufficient to send them via electronic mail or fax.
10. The Parties agree that they shall inform each other about current email addresses or fax numbers, which shall clearly indicate the identity of senders. Each Party must inform the other immediately after each change of address or fax number.
11. By accepting the Order/entering into agreement, BHH Mikrohuta undertakes to manufacture products or provide a service in accordance with terms and conditions provided in the Order Confirmation.
12. The Purchaser obliges to receive the subject of the order and pay the agreed price.
13. BHH Mikrohuta shall not be liable for correctness of selection of the ordered product for a specific application by the Purchaser.
14. BHH Mikrohuta reserves the quantity tolerance margin of +/- 10% in the implementation of the order in relation to the accepted Order.
15. BHH Mikrohuta shall provide a certificate for the ordered goods and other documents agreed in writing, via email or mail.
16. Any changes to provisions of the concluded agreement require written consent of both parties.

§3. Price and payments

1. The prices of products of BHH Mikrohuta do not include VAT tax. The price of delivered goods is established based on INCOTERMS 2010.
2. The value of sold product is established based on the unit price accepted in the Order Confirmation and the amount of products expressed in a unit of measure that constitutes a basis for settlement.
3. Prices are established individually. The price applicable to a given Order is the price indicated in the Order Confirmation sent to the Purchaser by the Supplier.
4. The payment must be made within a payment date agreed and accepted by both Parties.

§4. Delivery

1. The costs and the manner of delivery of goods to the Purchaser are agreed individually during acceptance of the order, in accordance with INCOTERMS 2010.
2. Unless agreed otherwise, the Purchaser is obliged to receive the subject of the order within the deadline specified in the Order Confirmation.
3. In case of delay of reception by up to five working days (from Monday to Friday), the Supplier shall postpone the reception date by 5 additional days for the Purchaser. If this period lapses without effect, the Supplier shall have the right to, at its own discretion, send the ordered products to the Customer's warehouse, its headquarters or another location where the Purchaser conducts business activity, at the Purchaser's expense and risk, and shall charge the Purchaser with the transport costs.
4. If the delay exceeds 14 calendar days or if the Customer rejects to accept the goods, the Supplier shall have the right to, at its own discretion, demand payment for the purchased and not received goods or

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withdraw from the agreement through the fault of the Purchaser and charge the Purchaser with a compensation for losses incurred as a result of the Purchaser's failure to execute the agreement.

5. Cancellation of the order and termination of this agreement is possible only upon the Supplier's written consent.

6. If, in accordance with the contents of the concluded agreement, the Supplier is responsible for organisation of transport, the Supplier shall be obliged to organise shipment of the goods to the Customer within 5 working days (Monday to Friday) from the confirmed completion date of the Order.

7. When receiving the product from the Supplier's warehouse, the Customer is obliged to visually inspect the goods for correct quantity (compliance with the delivery note/packing list/WZ), lack of packaging defects, appropriate marking of the goods and correct loading and distribution on the means of transport. Confirming reception of the product on WZ document shall be understood as a confirmation of correct implementation of the Order by the Supplier.

8. Each irregularity noticed by the Purchaser should be reported to an employee of the Supplier's warehouse upon reception of the goods, as well as noted in a copy of the delivery document intended for the Supplier. The Supplier's warehouse employee who issues the goods shall always allow the Customer to carry out detailed visual inspection of the goods. The Customer, at its own risk, may choose not to carry out such a visual inspection, however, it is obliged to sign WZ document, which is tantamount to confirmation of compliance in the aforementioned scope.

9. The person who confirms acceptance on a transport document or delivery document on behalf of the Customer shall be deemed as a person authorised by the Customer to accept the goods and sign a relevant document.

10. In the case specified in § 4 point 3 or if the Supplier consents to delivering goods at the Customer's expense to the Customer's site that is not a place of provision of services specified in the concluded agreement via external carrier in accordance with Art. 544 of the Civil Code, issue takes place upon handing over the products to the carrier by the Supplier.

11. The Customer shall be responsible for unloading, inspection of the goods and shall incur costs and risk associated with it regardless of which party is responsible for transport.

12. Products are transported to the place indicated in an approved Order Confirmation. In case of change of place of delivery after signing the agreement, the costs resulting from such changes shall be borne by the Customer. The Customer may indicate only one delivery address per order.

13. The Customer shall, in the place and on the date of delivery, ensure presence of a person authorised to accept the delivery on its behalf, whereas refusal to accept the product or absence of an authorised person shall not exempt the Purchaser from the obligation to pay for the product and transport.

14. The Supplier shall be fully responsible for the goods until the moment of its issuing from the warehouse. Accordingly, the responsibility, and thus the risk of accidental loss or damage of the product, shall be borne by the Customer from the moment the product is issued from the Supplier's warehouse. If, in accordance with the contents of signed agreement, the Supplier is responsible for transport, the risk of accidental loss or damage of the product is transferred to the Customer in the moment the carrier issues the goods to the Customer, subject to provisions of § 4 point 10. The Supplier shall not be liable for any damage of the goods during transport if the Customer fails to meet all formal requirements related to reception of a damaged shipment, fails to prepare a damage protocol when accepting the goods and fails to report a complaint directly to the carrier.

15. Before accepting the shipment (acknowledgement of receipt on the shipping list), the Customer is obliged to inspect the package and the product for any visible damage caused during transport and take any measures aimed at establishing the fault of the carrier and prepare appropriate damage protocol.

16. Immediately after the shipment is delivered, before acknowledging reception on the shipping list in the presence of the carrier, the Customer should visually inspect it for quantity and visual damage that could occur during transport. Any deficiencies or damage to the product must be noted in a damage protocol. In case of large deliveries of goods and/or deliveries in collective packaging, the inspection of which in the presence of a carrier would be impossible or time-consuming, the Purchaser shall be obliged to precisely

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inspect the goods and report any lacks to the Supplier as soon as possible, however, not later than within the deadlines indicated in § 5. However, this does not exempt the Customer from the liability referred to in § 4 point 13.

17. Responsibility to file a complaint or claims against a carrier for deficiencies or damage to the shipment is borne by the Customer. The Customer shall secure the damaged product and allow a carrier, the Supplier or their insurers to inspect it.

18. Customer's acceptance of the goods without diligence referred to in § 4 point 13, 14, 15 and 16 shall be deemed as a confirmation of compliance of the delivery.

19. If the Supplier fails to deliver the goods to the Customer within agreed deadline due to an obstacle that occurred for the reasons beyond its control, force majeure, unpredictable interruptions of the work of the Supplier – e.g. lack of power, including road blockages, time restrictions in truck transport traffic, electric energy shortage, shortage of materials and raw materials – the completion date shall be automatically extended by the duration of this obstacle. At the same time, the Supplier obliges to immediately inform the Customer about postponing the completion date.

20. The Supplier undertakes to deliver all necessary documents, in particular invoice and acceptance certificate, for each delivery.

21. In case of Intra-Community deliveries, the Customer is obliged to always immediately confirm reception of the goods in writing. Documents confirming Intra-Community delivery include a copy of CMR and Receipt of Delivery with a company's stamp and signature of the Purchaser. The aforementioned documents must be delivered to the Supplier by the Carrier until 15th day of the month subsequent to the month of delivery. In case of lack of the aforementioned documents, the Supplier shall have the right to add VAT rate that is currently applicable in domestic trade.

§5. Complaints and product returns

1. The Purchaser is obliged to inspect the goods for quantity and quality immediately after their reception.

2. The necessary condition for handling a complaint is ensuring clear identification of the product, confirming that it was delivered by the Supplier, as well as a precise description of a defect and submitting evidence in support of the fact of occurrence of the defect in a form of digital photos or results of tests/measurements, appropriate to the scope of the complaint.

3. BHH Mikrohuta shall immediately, not later than within 14 days, present its position regarding the complaint.

4. In case of finding that the amount of products in the delivery is incorrect, the Purchaser shall note that fact on a copy of the transport document intended for the Supplier.

5. In case of finding a quality discrepancy in the delivery, the Purchaser shall inform the Supplier by providing a written description of the deviations from the terms and conditions of the delivery not later than within 5 working days (Monday to Friday) from the day of finding the irregularity, however, not later than 1 year after the delivery under the pain of losing the warranty.

6. The only basis of handling the complaint is the product of the Supplier in an unprocessed form.

7. In case of finding latent defects of the product, the Purchaser shall be obliged to immediately, but not later than

5 working days (Monday to Friday) from the date of finding the defect, file a written complaint. Latent defects may be reported not later than 1 year from the date of delivery under the pain of losing the warranty.

8. Products with latent defects found during processing should be withdrawn from further technological cycle and the Supplier must be informed about them, including a written detailed description of deviations from the terms and conditions of the delivery resulting from the Order Confirmation.

9. Each Purchaser's failure to carry out the aforementioned obligations shall invalidate its right to file any claims due to warranty.

10. After receiving a complaint, the Supplier shall decide whether the goods covered by the complaint should be sent to the headquarters of the Supplier at its expense in order to carry out visual inspection and tests of

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the goods or should be made available to the Supplier by the Purchaser in a form allowing to carry out visual inspection and tests.

11. The goods covered by a complaint must be secured by the Purchaser against further processing or loss of value.
12. The condition for accepting and handling a complaint covering a product is maintaining traceability of the product, i.e. ability to show that the product was delivered by the Supplier.
13. The product covered by a complaint is subjected to inspection in terms of quantity and quality.
14. Questioning of the quantity and/or quality of a part or all the products does not entitle the Purchaser to withdraw payment for implementation of the delivery or provision of service.
15. If it shall be found that a complaint is unjustified, the Purchaser shall bear the costs related to transport of the goods covered by the complaint to the Supplier and costs associated with studying the goods in another location, in accordance with §5 point 10.
16. The Purchaser is entitled to complaint claims specified in provisions of the Civil Code.

§6. Payments and other settlements

1. Invoices issued by BHH Mikrohuta are payable within the date specified in the invoice. The day of payment is the date of crediting the bank account of BHH Mikrohuta.
2. If the Purchaser delays payment or takes other actions detrimental to BHH Mikrohuta, BHH Mikrohuta reserves the right to withdraw deliveries or provision of services implemented based on any agreement entered into with the Customer until the damage is removed.
3. BHH Mikrohuta reserves the right to transfer its receivables against the Purchaser, in particular to transfer receivables to an insurer that insures a given transaction.

§7. Other

1. It is forbidden to transfer the rights resulting from the agreement entered into with BHH Mikrohuta to other third parties without a written consent of BHH Mikrohuta.
2. In case of legal ineffectiveness or invalidity of particular points of OWSD, remaining provisions and orders implemented on their basis remain valid. Parties shall take measures aimed to agree an invalid provision to replace an ineffective or invalid provision, whereas it shall reflect its meaning and purpose to the greatest extent possible.

§8. Governing law and jurisdiction. Confidentiality.

1. In accordance with these terms and conditions, laws and obligations of the Parties shall be governed by the Polish substantive law.
2. In case of a dispute arising due to implementation of an order, the Parties agree to settle this dispute amicably within 30 days. If such a dispute shall not be settled within 30 days after it arises, this dispute shall be settled by a court having jurisdiction over the Supplier's registered office.
3. Except for injunctions resulting from applicable law and notifications for consultants of the Parties, lawyers and other persons designated by the Parties and obliged to maintain secrecy due to their profession, the Parties of the agreement oblige to treat all its provisions and circumstances associated with it as confidential.

§ 9. Force majeure

Neither Party shall be held responsible for any violation of these Terms and Conditions, if such a violation shall result from an occurrence of force majeure, as well as act of the forces of nature, war, flood, fire, strikes or any other circumstances that are impossible to avoid and/or predict that shall occur during the validity of these Terms and Conditions. The Party being victim of a force majeure shall immediately inform the other party about the situation, as well as when the force majeure ceases. Any obligations affected by a force majeure shall be met by a given party immediately after cessation of the force majeure. If force majeure

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event lasts longer than 30 days, each party of the agreement shall have the right to terminate these Terms and Conditions with an immediate effect by way of submitting a written termination to the other party.

§ 10. Final provisions

1. Invalidity or impracticability of any of the provisions of these General Terms and Conditions of Sales shall not affect the validity and enforceability of remaining provisions.
2. Cases not regulated by these Terms and Conditions shall be settled in accordance with provisions of the Polish Civil Code.
3. These General Terms and Conditions of Sales have been prepared in Polish. Any translation to another language shall be deemed as draft and shall not be treated as a legally binding document.

§ 11. Information clause – personal data protection

Due to implementation of requirements of the Regulation of the European Parliament and of the Council (EU) 2016/679 dated 27 April 2016 on the protection of individuals with regard to the processing of personal data by competent authorities and on the free movement of such data and on repealing of Directive 95/46/EC (General Data Protection Regulation “GDPR”), we inform you about the principles of processing of personal data and rights associated with it.

1. The personal data controller is BHH – MIKROHUTA, Dąbrowa Górnicza at Katowicka 11 street.
2. The personal data controller processes personal data in connection with placing of an order for products and services of the Controller and entering into an agreement.
3. Personal data are processed in order to process a placed order and implement a signed agreement.
4. Due to processing of data for the purpose referred to in point 3, personal data may be received by entities who, based on appropriate agreements sign with the Controller and as a part of provision of outsourcing services for the Controller, process personal data in connection with a placed order and a signed agreement.
5. Personal data shall be stored by a period necessary to implement the objective specified in point 3, and then for a period and in a scope required by provisions of generally applicable law.
6. In connection to processing of personal data, a person whose data are processed has the following rights: the right to access personal data, the right to correct personal data, the right to delete personal data (the right to be forgotten, the right to withdraw consent to processing of personal data, which is the basis of data processing and there is no other legal basis for data processing), the right to restrict processing of personal data, the right to transfer personal data to another controller, the right to object against processing of data.
7. In case of learning about illegal processing of personal data, person whose data are processed has the right to lodge a complaint to a supervisory authority competent in matters associated with protection of personal data.
8. Providing personal data to the Controller is voluntary, however, it shall be impossible to accept an order or enter into agreement without them.
9. Personal data shall not be processed in an automated manner and shall not be profiled.

Dąbrowa Górnicza, issued on 20.12.2018.

