

## General Terms and Conditions of Sale

### General provisions

#### §1

1. This document sets out the general commercial conditions of sale of services and delivery of products offered by FAM Sp. z o.o. with registered office in Warsaw.
2. Definitions used in the General Terms and Conditions of Sale of FAM Sp. z o.o.:  
**GTCS** - General Terms and Conditions of Sale of FAM Sp. z o.o..

**Contractor / FAM** - FAM Sp. z o.o. with registered office in Warsaw ul. Burakowska 5/7; 01-066 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000649487, REGON: 365959671, NIP 5252686206

**Ordering Party** - any legal person, natural person, as well as an organizational unit without legal personality, not being a consumer within the meaning of the Civil Code, which has sent to FAM a commercial enquiry or an order concerning services, products or products offered by FAM.

**Commercial enquiry** - any type of statement aimed at obtaining information by the Contracting Authority on the possibilities and conditions for providing a service

**Offer information** - information setting out the terms and conditions of a future order, but not constituting an offer within the meaning of the Civil Code, i.e. requiring final review by FAM and confirmation of all terms and conditions by FAM (in relation to the specific type and quantity of services, price, delivery dates and other conditions).

**Order / Contract** - a written statement, in the form of an email or submitted by fax, submitted by the Ordering Party to FAM, containing the necessary elements of the sales contract, in particular the type of product, its quantity and price.

**Corrosion protection** - hot-dip galvanizing, painting or Duplex system

**TAC for galvanizing** - Technical Acceptance Conditions for galvanizing

**TAC for painting** - Technical Acceptance Conditions for Paint Coatings

**Services** - services provided by FAM, including in particular corrosion protection

**Products** - various types of products offered by FAM

**Materials** - items provided by the Ordering Party to the Contractor for the performance of the Services in accordance with the Contract

**Parties** - Ordering Party and Contractor jointly

3. These GTCS are an integral part of all Agreements concerning the provision of Services or the sale of Products, respectively, concluded by FAM and the legal basis for FAM's performance of Services or sale of Products to the Ordering Party, respectively, unless otherwise agreed by the Parties in writing. Deviating terms of the Contract proposed by the Ordering Party shall only apply if they have been accepted by the Contractor explicitly and in writing. This applies in particular to additional contractual reservations made

by telephone or otherwise, as well as to arrangements made directly with employees of the Sales and Marketing Department (Contractor). In particular, the Parties agree that no general conditions issued or promulgated by the Ordering Party shall apply to the relationship between them and, in particular, their provisions shall not apply to Services provided by FAM to the Ordering Party.

4. For corrosion protection contracts, the standards PN-EN ISO 1461 (hot-dip galvanizing) and PN-EN ISO 13438 (powder coating) apply. In cases of special requirements going beyond the arrangements contained in the aforementioned standards, a detailed agreement on the conditions of execution and acceptance of coatings by FAM and the Ordering Party is required, made in writing under pain of nullity.

## §2

1. All Contracts/Orders will be executed after written confirmation of their contents by the Contractor, on the terms indicated in the confirmed Order.
2. Offers addressed by the Contractor to an unspecified circle of recipients constitute only an invitation to negotiate and are not binding on the Contractor and may be withdrawn or amended by the Contractor at any time.

## §3

Technical data included in the Contractor's advertising catalogues do not constitute a binding offer and cannot be the basis for any claims. The Contractor reserves the right to change them at any time.

### *Obligations of the Ordering Party*

## §4

1. The materials supplied by the Ordering Party for hot dip galvanizing or painting must be fully fit for the execution of the Service, in particular they must comply with all applicable standards, they must not constitute dangerous products, the contact with which may cause danger to life or health, as well as they must meet the requirements included in respectively TAC for galvanizing or TAC for painting. The Contractor shall not be liable to the Ordering Party in any way for any failure to perform or incorrect performance of the Services to the extent that this is a result of the Materials not complying with the provisions of this paragraph.
2. The Ordering Party shall cooperate with the Contractor in the performance of the Service, including, in particular, providing the Contractor with the necessary information and documents required for the correct performance of the Service.
3. The Ordering Party declares to take all responsibility (financial and legal) for possible losses of the Contractor due to material explosion during the galvanizing process resulting from lack of vent holes.

## §5

In the case of ordering a Service in the form of corrosion protection of Materials with the “duplex” system or with a paint coating, the Ordering Party shall be obliged to agree with the Contractor: type, thickness and coloring of paint coatings and to specify the development of surfaces intended for corrosion protection.

### *Time limits for performance of the Service and for delivery of the Products*

## §6

1. The date of the execution of the galvanizing or painting service as well as the date of the delivery of the Products is each time specified in the confirmation of the Order
2. All deadlines, respectively for the performance of the Services or the delivery of the Products, shall be extended in the event that the Ordering Party delays in performing any of its obligations under the Contract

or the GTCS, including, in particular, in the event that it delays in paying any amounts due to FAM. The deadline shall be extended by the length of the Customer's delay.

## §7

The deadline for, respectively, performance of the Service or delivery of the Products shall be deemed to have been met if, within this period, FAM notifies the Ordering Party in writing, by fax, e-mail or telephone that the Service has been performed or the Products are ready for collection, respectively.

## §8

1. If timely performance of the Service or delivery of the Products is not possible due to force majeure or any other cause that could not have been foreseen or avoided despite exercising due diligence, the Contractor shall be obliged to notify the Ordering Party of this fact and provide a new date for acceptance, respectively of the Materials or Products, without any consequences.
2. The Contractor shall not be liable for any consequences of the Ordering Party's delays in performing its obligations under the GTCS or the Contract.
3. Any liability of the Contractor towards the Ordering Party on account of non-performance or improper performance of Services shall be limited to the price for such Service or ordered Products, respectively. The limitation indicated in the preceding sentence shall not apply to damage caused by the Contractor through intentional fault.

### *Prices and payment conditions for services provided*

## §9

The remuneration for, respectively, the Services provided by the Contractor or the Products shall be expressed exclusively in the Polish currency (PLN).

## §10

1. The price for Products and Services (including Corrosion Protection) for Materials in the form of steel elements is determined on the basis of the Contractor's warehouse, in the case of galvanizing depending on individual arrangements with the Ordering Party:
  - a) according to weight of construction before galvanizing and painting
  - b) according to net weight of the structure increased by the percentage of zinc removal, specified on individual orderThe price does not include the costs of special packaging, transport (freight), storage of Materials or Products respectively after the date of their collection by the Ordering Party as agreed in the Contract, insurance, VAT and other additional costs.
2. Pricing of the painting service is based on a calculation of the surface area to be painted. In the case of complex elements, the area is increased by the percentage of the area that is difficult to count. The area of the painted surface is calculated from the development of the surface of the components of the structure (bars, profiles, pipes, sheets) and the outline of the rectangle described on the small components of complex shape (ornaments and inserts).
3. For additional remuneration, the Contractor may undertake special packaging and transport, as appropriate, of the Materials or Products to the address indicated by the Ordering Party.
4. The price for the Services is a contract price and is determined on the basis of information received from the Ordering Party. This price may be changed if the Ordering Party delivers the Materials in a condition that is not in accordance with the Parties' agreements or with the conditions specified in the GTCS or TAC for galvanizing or TAC for painting.

5. The Contractor reserves the right to adjust the agreed price if the type of entrusted Materials, their quantity, weight or the material from which they are made are not consistent with the data contained in the request for quotation or Purchase Order submitted by the Ordering Party.
6. The Contractor reserves the right to adjust the agreed price for the Service or Products in the event of changes in the price of costs affecting the price, in particular: material costs, energy carriers. The Contractor shall inform the Ordering Party of this intention at least 7 days before the planned change. Failure by the Ordering Party to object to the price change within 7 days of receipt of the notification shall be deemed to be acceptance thereof.
7. In the event of delivery of Materials that do not meet the requirements specified in §4 item 1 or §4 item 3, the Contractor may charge a fixed fee for the so-called difficult unloading in the amount of 10% of the order value.

## §11

1. Invoices will be issued by the Contractor in accordance with the applicable regulations.
2. The Ordering Party authorizes the Contractor to issue VAT invoices without the Ordering Party's signature

## §12

1. The due date for payment shall be as stated on the invoice, irrespective of any complaints.
2. The date of payment shall be the date on which the funds are credited to the Contractor's account.
3. Bank transfer costs and other payment expenses shall be borne by the Ordering Party and shall not be deducted from the amount due for services rendered by the Contractor.

## §13

1. In the event of late payment, the Contractor shall be entitled to charge the Ordering Party interest for late payment in commercial transactions.
2. In the event of delay by the Ordering Party in paying for the Service or Products, as applicable, or any part thereof, the Contractor shall be entitled to suspend the provision of any Services or delivery of Products to the Ordering Party, as applicable, without any consequences. The Contractor shall notify the Ordering Party if the Services are suspended due to a delay in payment to the Contractor. Suspension of the provision of Services or delivery of Products, respectively, shall not relieve the Ordering Party of payment for the Services already provided or Products delivered, respectively. In this case, the Materials shall only be released to the Ordering Party after the Ordering Party has settled all outstanding payments to the Contractor.

### *Protective rights*

## §14

1. A lien shall be established on the Materials provided to the Contractor for corrosion protection, securing the Contractor's claims against the Ordering Party arising from their business cooperation.
2. The Contractor shall also be entitled to retain the Materials provided to it for corrosion protection by the Ordering Party until all claims to which the Contractor is entitled from the Ordering Party have been satisfied.

### *Receipt of Materials or Products*

## §15

1. After receiving information that the Service has been performed or the ordered Products are ready for collection, the Ordering Party is obliged to immediately (i.e. no later than 3 working days) collect respectively the Materials subjected to corrosion protection or the Products.
2. Acceptance of Materials or Products, respectively, may only be performed by a person authorized by the Ordering Party. The list of authorized persons shall be drawn up by the Ordering Party in writing and sent to the Contractor by post, courier, e-mail or fax before the first collection date. The receipt of Materials and Products takes place on the basis of a Stock Issue Confirmation (CI) document. Transport of galvanized or painted materials should be done with covered trucks (with tarpaulin) in order to protect the structure from harmful influence of external factors (humidity, mud, salt).
3. If the Ordering Party fails to carry out the acceptance not later than within three business days following the receipt of information on the completion of the Service or readiness of the Products for acceptance, respectively, or if it fails to agree on the acceptance date, the Ordering Party shall pay the Contractor a contractual penalty amounting to 1% of the value of the contractual remuneration for the completed Service or ordered Materials, respectively, for each day of the Contractor's delay in acceptance, calculated from the third day following the receipt of information on the completion of the Service or readiness of the Products for acceptance, respectively, or from the date specified in the Contract. Should the contractual penalty fail to cover the damage, the Contractor shall be entitled to claim from the Ordering Party compensation in the amount exceeding the reserved contractual penalty on general terms.
4. The Contractor shall not be liable for loss, destruction or damage to the Materials caused by circumstances beyond the Contractor's control, including force majeure, in particular: fire, lightning, flood, inundation, etc. In this connection, it is up to the Ordering Party to insure himself against such risks.
5. In the case of entrusting objects of special historic or commemorative value, etc. to the corrosion protection service, the Ordering Party shall be obliged to specify the value of such objects in the Order. In the absence of such information, the Contractor shall be liable up to the market value of the construction.
6. The Contractor shall be entitled to scrap unclaimed material when both of the following conditions apply:
  - At least 6 months have passed since the notification of service performance
  - The Contractor has sent the Ordering Party two letters of acceptance and the Ordering Party has not accepted the Material within the deadline given in the second reminder

### *Complaints*

#### §16

1. The Ordering Party shall be obliged to inspect the Materials or Products respectively in terms of quality and quantity upon acceptance from the Contractor.
2. The Contractor provides the Ordering Party with a quality guarantee for the performed corrosion protection service. The duration of the guarantee is 2 years from the date of acceptance of the Materials by the Ordering Party. The detailed guarantee conditions of the Materials with regard to zinc and paint coatings are indicated in Attachment 1 to these GTCS.
3. The Ordering Party shall report quality defects in writing within 7 days of their discovery.
4. The Ordering Party shall be obliged to notify the Contractor of quantity defects in writing upon receipt of the Materials or Products, respectively.
5. In the case of quality defects concerning Materials within the guarantee period specified in § 16 item 2 of these GTCS, the Contractor shall be obliged to correct (correctly perform) the Service within 30 business days from the date of a positive outcome of the complaint procedure concerning the Materials with regard to which the Service was incorrectly performed.

FAM reserves the right to extend the above deadline if justified by technical or other conditions essential to ensure proper repair.
6. In the case of quality defects concerning the Products within the guarantee period specified in § 16 item 2 of these GTCS, the Contractor is obligated, at its own discretion, to repair the Products or replace the

- Products with new ones within 30 business days from the date of positive consideration of the complaint procedure.
7. If the complaint is not accepted, the Contractor shall notify the Ordering Party thereof in writing or by e-mail, stating the reasons, and return the Materials or Products supplied to the Ordering Party, respectively.
  8. The costs of a justified and accepted complaint, including the cost of delivery of the Materials or Products complained of respectively and their return shall be borne by the Contractor. The costs of an unjustified complaint, including the costs of delivery and return of the Materials or Products respectively, shall be borne by the Ordering Party.
  9. The Parties unanimously declare that the Contractor's liability towards the Ordering Party under warranty for defects in Services or Products, respectively, as indicated in the Civil Code, is excluded.
  10. The guarantee does not cover defects caused directly or indirectly by incorrect use of, respectively, the Materials after the performance of the Service or the Products
  11. The guarantee does not cover normal wear and tear of the Materials after the Service has been performed, nor does it cover any loss of properties caused by the passage of time.
  12. In any case, the Contractor's liability for defects shall be limited to the value of the Products or the price paid for the Service, respectively, which is defective by the Ordering Party to the Contractor.

## §17

The Contractor shall not be liable under the guarantee, implied warranty or for improper performance of the Service if the coating defects are caused exclusively by a defect in the materials used for the construction.

## §18

Detailed warranty conditions are contained in Attachment 1 to the GTCS "Warranty Conditions"

### *Specific conditions for corrosion protection coating*

## §19

1. The Contractor guarantees hot dip galvanizing according to EN ISO 1461 in its currently valid version.
2. The Contractor guarantees in the duplex system the zinc coating according to the above mentioned standard, and the paint coating according to PN-EN ISO 13438.

## §20

The Contractor reserves the right to withhold the Service, without any negative legal consequences for itself, if the Ordering Party has not complied with any obligations arising from these GTCS (including in particular those indicated in §21, §22 or §23) or the Contract.

### *Final provisions*

## §21

1. Legal relations with the Ordering Party shall be governed exclusively by Polish law. Any disputes arising from the performance of the Contract/Order shall be settled before the court having jurisdiction over the registered office of FAM.
2. Amendments to the provisions contained in these GTCS shall be made by the Parties in writing, otherwise being null and void.

## §22

Within the scope of liability for damages, as well as other matters not regulated by the provisions of the GTCS or the Contract/Purchase Order, the provisions of the Civil Code shall apply.

§23

1. By placing an Order/concluding a Contract, the Ordering Party accepts the GTCS which are an integral part of the Order/Contract and consents to the processing of his personal data by FAM for the purpose of completing the Order by FAM.
2. The Ordering Party shall have all rights in accordance with the provisions of the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as may be amended), and in particular the right to inspect its own personal data.

Approved on by:

Warsaw, 25 October 2021

President of the Management Board - Paweł Relidzyński