

GENERAL CONDITIONS OF SALE
MTL Lewandowski Dariusz, Kamiński Robert, Pitulski Piotr sp. jawna in Toruń

SECTION 1. GENERAL PROVISIONS

1. These General Conditions of Sale establish rules governing the execution of contracts for the sale of goods offered by MTL Lewandowski Dariusz, Kamiński Robert, Pitulski Piotr Spółka Jawna [general partnership] in Toruń, hereinafter "MTL".
2. The General Conditions of Sale, hereinafter "the GCS", constitute an integral part of all sales contracts concluded with MTL, unless otherwise agreed in writing between the parties.
3. The GCS shall be made available to the Buyer for inspection and approval as an appendix to partnership agreements or – at the latest – prior to order placement.
4. MTL shall make the GCS available on its website www.mtl.com.pl so that the Buyer can store and reproduce the model document in the normal course of business.
5. If the Buyer maintains regular business contacts with MTL, acceptance by the Buyer of the General Conditions of Sale for a single order will be considered as acceptance of the GCS for all other orders and sales contracts.
6. All oral arrangements and representations by both the MTL's employees (co-workers) and the Buyer's employees must be made in writing for their validity.

SECTION 2. OFFERS, ORDERS, CONTRACT EXECUTION

1. Offers, ads and other advertisements relating to the goods offered by MTL are for informational purposes only. The model documents, diagrams and drawings attached to the offer by MTL are for illustrative purposes only.
2. The goods delivered by MTL as well as any related cost estimates, drawings and bidding documents shall be protected under laws and regulations relating to economic transactions and intellectual property rights.
3. The order must include:
 - the Buyer's name, full address, tax identification number (NIP), entry number in the business register or the National Court Register [Krajowy Rejestr Sądowy];
 - specification of ordered goods;
 - delivery dates, place and conditions.
4. Given the nature of offered goods, a quantity tolerance of +/- 10% shall be established in favour of MTL for delivery of the accepted order.
5. Unless otherwise specified in the order, the goods are prepared in accordance with the MTL's internal standards or the manufacturer's technological process requirements, as well as in accordance with the quality requirements for goods or services which conform to applicable material standards.
6. The customer is obliged to inform the party concerned if there is a need to obtain a certificate [atest] for the goods prior to delivery of the order. The cost of issuing the certificate is PLN 5.
7. The agreement between the parties shall be considered concluded under the terms specified in the MTL's offer upon acceptance by MTL of a written order placed by the Buyer. By placing the order, the Buyer agrees to comply with the MTL's general conditions of sale.
8. In the case of sheets and coils, the seller guarantees the quality of one side of the material. Unless otherwise agreed, this shall be the top side for sheets and the exterior side for coils. This is due to the specific nature of the technology used in their manufacture.

SECTION 3. DELIVERY OF CONTRACTS, ORDERS, PRICING TERMS

1. Unless otherwise agreed, the Buyer is obliged to collect the ordered goods immediately after being notified that they are ready for delivery. In the event of late delivery, the Buyer may be required to pay the storage costs, subject to other MTL rights. MTL is entitled to subcontract to third parties storage of goods which have not been collected by the Buyer within the specified deadline at the Buyer's expense and risk. If the payment deadline stated in the invoice or the order has been exceeded without the goods being collected by the Buyer, MTL is entitled to demand payment for these goods plus interest, with the proviso that the goods will be delivered after their price including interest is paid in full.
2. The delivery date specified by MTL shall be binding upon the parties. If an order confirmation issued by MTL does not clearly specify the delivery date, the parties agree that the delivery date shall be considered as indicative only. The delivery date shall be established in favour of MTL. In the event of late delivery for reasons attributable to the MTL's supplier, MTL is entitled to extend the delivery deadline by unilateral action to allow sufficient time for delivery of the order. The relevant statement by MTL shall be mandatory and binding on the parties. Where goods are delivered using the MTL's own means of transport, MTL shall be considered to have met the delivery date, if the consignment of goods has left the MTL's warehouse before expiry of the agreed delivery date.
3. If MTL has any doubts regarding the financial status of the Buyer or the Buyer fails to meet the payment deadline for goods already delivered, MTL will be entitled to suspend further deliveries until outstanding amounts are paid or a security for repayment is established, with prior notice to the Buyer, failing which the MTL will be entitled to withdraw from the contract(s).
4. MTL shall not be liable for non-delivery or late delivery of goods for reasons beyond its control, in particular for reasons attributable to the MTL's suppliers.
5. If the goods are delivered using the MTL's own means of transport, the Buyer shall:
 - ensure that a wheeled vehicle with a total permissible weight of 42 t, 17m long and 4m high, is able to enter and leave the place of unloading. If, in the opinion of the driver, it is not possible to enter or leave the unloading site or where such entry or exit would be difficult, MTL may refuse to release the goods at the place of unloading selected by the Buyer. The risk of delivery to a new unloading site and the costs involved shall be borne by the Buyer.
6. The Buyer shall provide the necessary means to immediately unload the delivery truck; MTL may charge the Buyer with costs of unjustified downtime.
7. The Buyer shall be responsible for unloading operations; MTL shall not be liable for any damage arising during unloading.
8. Unless otherwise agreed between the parties, the goods shall be invoiced at the price prevailing at the time of delivery or when the goods are made available to the Buyer. Unless otherwise agreed, the prices quoted are ex warehouse MTL in Toruń.
9. The prices denominated in foreign currencies shall be converted into Polish zlotys at the selling rate of Raiffeisen Bank Polska S.A. applicable on the invoice date.
10. Pallets on which goods are delivered are the property of MTL and must be returned. The Purchaser is obliged to return the pallets within 60 days after delivery, failing which MTL has the right to issue an invoice according to the following price list: 1000 x 2000 mm – 37 PLN/pc; 1250 x 2500 mm – 55 PLN/pc; 1500 x 3000 mm – 79 PLN/pc; 1500 x 6000 mm – 270 PLN/pc; 2000 x 4000 mm – 300 PLN/pc; 2000 x 6000 mm – 340 PLN/pc;
11. The Buyer is not entitled to make statements with regard to MTL concerning deduction of any amounts due. The Buyer may not assign to third parties any of its rights or obligations arising from the contract with MTL, either in whole or in part, without the prior written consent of MTL.
12. The Buyer who filed a complaint is not entitled to withhold payment for delivered goods or any part thereof.
13. The payment period shall run from the date of invoice.
14. Delivered goods shall remain the property of MTL until the Buyer has made full payment. If the Buyer sells, transforms or refuses to release to MTL the goods to which the above provision refers, MTL is entitled to charge a contractual penalty of twice the price of the goods concerned.

SECTION 4. COMPLAINTS

1. The Buyer or the person collecting the goods on behalf of the Buyer shall – at the time the goods are released by MTL or the carrier – inspect and examine the goods for compliance with the quantity and quality requirements set out in the order, and sign the document confirming that these goods have been approved.
2. If any qualitative or quantitative non-conformities are found at acceptance of goods, the Buyer shall record this fact in a copy of the delivery document for MTL and shall immediately – but no later than within 3 days after delivery – notify MTL in writing of the non-conformity, failing which the Buyer shall lose its warranty rights.

3. The complaint must include at least:
 - name of the advertised goods as stated in the order;
 - quantity of the advertised goods;
 - information precisely identifying the goods for which the complaint is being submitted;
 - subject of the claim (quality, quantity, commercial issues);
 - type of claim made by the Buyer (replacement, value adjustment, return, discount)
4. In the case of hidden defects, the Buyer is obliged to report the defect in writing no later than within 3 days after detection, failing which the Buyer shall lose its warranty rights. Notifications of hidden defects can be submitted no later than within 1 year after the date of manufacture of the goods concerned.
5. All complaints or claims may be submitted by the Buyer no later than 1 year after the date of manufacture of the goods concerned.
6. Failure to submit the complaint within the time limits specified in these GCS will cause the Buyer to lose its warranty rights and right to complain.
7. Except in the case of wilful misconduct, MTL's total liability to the Buyer or third parties for any claims, commitments, damage, compensations, costs or expenses arising in connection with the sale and delivery of goods and services shall be limited to the amount of remuneration paid to MTL by the Buyer for the product or service which has caused such damage, claims, liabilities, commitments or expenses to arise.
8. MTL shall not be liable for any damage caused by goods which have been accepted by the Buyer.
9. If any defects or deficiencies are identified in the goods for which MTL is liable under these GCS, MTL shall, at its own expense and discretion, repair the damage or provide a new product, and – where deficiencies are identified – provide the missing quantities of goods in perfect condition.
10. As regards settlement of complaints, possible repair of damaged goods or supply of new or missing goods, MTL must be allowed sufficient time to clarify any reported issues, bring in new goods (if necessary) and transport them to the place of destination.
11. Instead of removing the fault or deficiency, MTL may reduce the price of goods by an amount equal to the price of damaged or missing goods.
12. Goods that are identified as non-conforming due to defects will be returned to MTL upon request. Unless MTL has indicated how to return non-conforming goods, such goods shall be returned during the next visit to the Buyer's premises. This prevents the Buyer from returning goods without the prior written consent of MTL.
13. Goods that are identified as non-conforming due to defects and in respect of which no request for return has been made by MTL can be scrapped. In this case, MTL shall reduce the price charged to the Buyer by an amount equal to the difference between the original price of goods and the price of scrapped goods.
14. If not all of the delivered and sold goods are identified as defective and capable of being separated from defect-free goods, the Buyer's right to opt out of the order or withdraw from the relevant contract shall be limited only to defective goods.
15. Acceptance of returns which have been contested by the Buyer and approved by MTL shall be conditional on such returned goods being undamaged, unprocessed (prior to being subject to the Buyer's manufacturing processes) and identifiable in terms of the parameters included in relevant certificates (this does not apply to hidden defects). The seller's liability is excluded if the Buyer fails to comply with the instructions from the Buyer on how to further process, assemble and operate the goods and does not use them in accordance with their intended purpose and technical specification.
16. Until such time as the complaint is considered, the Buyer is obliged to store the advertised goods in a proper manner to prevent damage to or deficiencies in these goods.
17. The Buyer who opted to accept goods with identified defects may request that their price be reduced accordingly.
18. The Customer is obliged to address the proposal for complaint resolution submitted by MTL, failing which the complaint will be resolved as proposed by MTL. Application of the complaint resolution procedure described above precludes the possibility of claiming further compensation.
19. The Buyer who filed a complaint is not entitled to withhold payment for delivered goods.
20. If the complaint submitted by the Buyer is found to be unjustified, the Buyer will reimburse MTL for all costs incurred (studies, analyses, transport, business trips, expert fees).
21. MTL has the right to reject the Customer's claim relating to additional defects which are not included in the complaint.

SECTION 5. FINAL PROVISIONS

1. Legal relations between MTL and the Buyer shall be governed exclusively by Polish law. Any disputes arising from relevant contracts or orders will be resolved by a competent court having jurisdiction over the seat of MTL.
2. Should any provision of these GCS become invalid or enforceable, this shall not affect the validity of the remaining provisions. In such case, the parties shall negotiate in good faith to replace such invalid or enforceable provisions by valid provisions reflecting to the greatest extent possible the intent of the original provision.
3. By accepting these GCS, the Buyer gives consent to the processing of its personal data by MTL and entities acting on its behalf. The Buyer shall enjoy all the rights arising from the Personal Data Protection Act of 29 August 1997 (consolidated text: Journal of Laws [Dziennik Ustaw] of 6 July 2002, No 101, item 926).
4. In matters not governed by these GCS, provisions of the Polish Civil Code shall apply.