

**GENERAL SALES TERMS****NPA Skawina Sp. z o.o.**

from 01.01.2023

**I. Scope of application**

1. The GSTs are applicable and constitute an integral part of any Goods Sales or Delivery Agreement concluded by NPA Skawina with third parties, unless such Agreement states otherwise.
2. The GSTs' receipt for an Order placed by the given Buyer is deemed as their acceptance by the Buyer for all further Orders and Agreements, unless the Agreement clearly states otherwise.

**II. Definitions**

The definitions used in the General Sales Terms have the following meaning:

- 1) Buyers – entity that concludes a Goods Sales or Delivery Agreement with the Seller;
- 2) GSTs – these General Sales Terms;
- 3) Order Confirmation – the Seller's declaration on Order acceptance issued to the Buyer, also referred to as the "OC";
- 4) Seller - NPA Skawina Sp. z o.o. with registered seat in Skawina, ul. Piłsudskiego 23, 32-050 Skawina, entered into the Register of Entrepreneurs kept by the District Court for the city of Cracow, XII Commercial Department of the National Court Register (KRS), KRS no. 0000983019, share capital (paid in full) PLN 5000,00, Tax Identification Number (NIP) 944-227-74-76, REGON no.: 522618078, Waste Database (BDO): 000580826, constituting a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in trade transactions;
- 5) Goods – all products covered by the Seller's offer;
- 6) Agreement – sales agreement or delivery agreement concluded by and between the Seller and Buyer, pursuant to which the Seller is obliged to delivery/sell Goods to the Buyer in the quantity and within time specified in the Agreement, while the Buyer is obliged to accept the Goods and pay the price for the Goods;
- 7) Order – a declaration of the Buyer's will to conclude an Agreement with the Seller.

**III. Agreement conclusion**

1. An Agreement is concluded as result of the following:
  - a) the Parties' conclusion of a written agreement,
  - b) the Parties' filing of at least the following statements: submitting an Offer to the Buyer by the Seller, or submitting an Order to the Seller by the Buyer and then an Order Confirmation by the Seller..
2. The Seller may at any time withdraw or change the Offer.
3. The Buyer's Order placement is a submission of its declaration of will to conclude with the Seller an agreement with the contents specified in the Offer, Order and the GSTs.
4. The Buyer's Order requires confirmation by the Seller. The Seller's silent Order Confirmation is hereby excluded.
5. The Agreement is concluded at the time of the Seller's Order Confirmation submission to the Seller. The Agreement is concluded solely on the terms specified in the declarations indicated in Order Confirmation.
6. The final terms of the Agreement are determined by the Seller's Offer or Order Confirmation.
7. If the Order Confirmation contains changes to the offer or the Order, the Buyer has the right to submit reservations to the Order Confirmation, with the fact that he will do so, no later than 2 days from the date of receipt of the Order Confirmation from the Seller. No comments to the above-mentioned conditions for answering the question for the Buyer's acceptance of the terms of the agreement without reservations.
8. If the Buyer finds the above choice, the Seller will make the purchase in the new offer or the Order Confirmation or will inform the Buyer about the rejection of reservations or the absence of an agreement. The possibility of concluding the agreement with the Buyer's reservation is excluded without their approval by the Seller. In case of doubt, it is considered that the Seller has rejected the reservations and the Agreement has been concluded on the terms previously specified by the Seller.
9. Any assurances, guarantees, promises or changes to the Agreement, or GCS made in any form by the Seller's employees, and not confirmed in the Seller's Offer or Order Confirmation, shall not be binding on the Seller.

**IV. Price**

1. The Goods' price is a net price and does not include any customs fees, taxes or other financial burdens imposed on the Goods by the law. VAT will be added to the price at the rate resulting from legal provisions, if it is due.
2. The price is fixed throughout the Agreement's term, subject to paragraph 3 and 4.
3. If the rules of the tax law require the Buyer to provide a tax residence certificate and the Buyer does not provide the Seller with such a certificate, the Seller is entitled to increase the Goods' price by the withholding tax amount that the Seller is obliged to pay.
4. If there is a change in economic conditions that, in the opinion of the Seller, significantly reduces the profitability of the execution of the Agreement or makes its execution more difficult, in particular changes in raw material prices, production costs, remunerations or public obligations, the Seller is entitled to unilaterally amend the terms of the Agreement by adjusting the selling price or delivery dates. In the case of non-acceptance of new terms and conditions of the Agreement, the Buyer, within 7 days of their presentation, is entitled to withdraw from the Agreement in the part in which the Agreement has not yet been executed and to which the change refers.

**V. Payment terms**

1. The Buyer pays the Goods' price to the bank account number specified by the Seller in the VAT invoice.
2. Unless the Agreement specifies the price payment date, 100% prepayment will be made at least 3 days prior to the date of the Goods' loading at the Seller's site and the failure to make the payment within the specified date entitles the Seller, without prejudice to further-reaching rights, to withhold the Goods' delivery and process the Orders already accepted. Furthermore, the Seller may make dependent the processing of further Orders of the Buyer that is in arrears with any payments or makes untimely payments, on the prepayment towards a new Order or to settle all arrears so far.
3. If the Agreement specifies a deferred price payment date, deliveries will be carried out as part of the Buyer's liability limit granted by the Seller's insurer/intermediary. The Seller can amend the granted limit if the Seller's insurer/intermediary cancels the limit or reduces its amount. The Seller's limit amendment only requires the submission of an e-mail notification specifying the current limit specification, which does not require an annex to the Agreement. If (i) the Buyer exceeds the current limit, or (ii) in case of occurrence of circumstances justifying the concerns about the Buyer's financial liquidity, especially deterioration of its credit rating, the Seller can suspend further deliveries, despite confirming their performance, until the time, at its discretion, (i) the Buyer makes the payments releasing an appropriate portion of the limit, (ii) the Buyer provides security different from the liability limit granted by the

insurer/intermediary, accepted by the Seller, i.e.: bank or insurance guarantee, or (iii) the Buyer makes a 100% prepayment for the given Goods' delivery pursuant to paragraph 4.

**VI. Delivery**

1. Unless the Parties agree otherwise in the Agreement, the Goods' deliveries will be carried out according to the FCA Skawina clause, pursuant to Incoterms 2020.
2. Unless the Parties agree otherwise, all documents submitted with the delivery will be provided in Polish.
3. The Buyer will confirm the Goods' acceptance by placing a company stamp and signature of a person authorised by the Buyer and specified in the Agreement, Order or in e-mail form, on the shipping documents (delivery note and/or packing list and/or waybill) along with the Goods' acceptance date. If the Buyer does not specify an authorised person or if the person is absent on the delivery date, the Seller can issue the Goods to a person present at the delivery place, which will be deemed as effective Goods' issuance.
4. The price unit determined in the Agreement applies to the form and address of delivery specified in the Agreement.
5. Unless the Parties agree otherwise, the General Terms for the Trade of Steel Spools/Drums and the General Terms of the Trade of packaging provided by the Seller on its website at [www.npa-skawina.com/download](http://www.npa-skawina.com/download) constitute an integral part of the Agreement.
6. The Parties permit quantitative deviations of the Goods' delivered of +/- 3% in relation to the quantity deriving for the given delivery from the Agreement.
7. In case of delivery following the FCA principles, the delivery place is the Seller's registered seat, i.e. Skawina, ul. Piłsudskiego 23, Poland; the Buyer is obliged to notify the Seller about the loading date and the driver details (first name, surname, ID card number and series, vehicle registration number) in e-mail form and at least 2 (two) working day prior to the loading date; the Buyer's failure to submit the notification as above or failure to provide the vehicle on the loading date, or non-compliance of the driver's details specified by the Buyer entitles the Seller to refuse the Goods' issue, which will be deemed as the Buyer's delay in accepting the Goods.
8. The Buyer's confirmation on the shipping document acknowledgement of receipt means that the Good have been delivered free from visible defects and properly packed.
9. If the Goods are issued in Returnable Packaging, the Buyer incurs the packaging costs. The Buyer has the right to re-sell the Returnable Packaging pursuant to the principles specified in the Seller's General conditions for handling returnable drums, unless the Parties agreed otherwise.
10. The Sellers reserves that the date of delivery specified in the Agreement, Offer or Order Confirmation is only approximate, the most probable, and the Seller is obligated to exercise due diligence to meet the indicated date. If it is not possible to meet the deadline, the Seller should immediately notify the Buyer of a new delivery date.
11. The Buyer can't refuse to accept late or partial deliveries of the Goods. All deliveries are of divisible nature and independent from the others.

**VII. Statutory defects warranty**

1. The Buyer is obliged to thoroughly check the Good's at the time of delivery and prepare an appropriate protocol together with the carrier or make an annotation on the shipping documents in the event of any deficiencies or damage that may have arisen in the transport. Complaints about deficiencies or damages should be reported immediately, no later than within 3 days.
2. In case of the Goods' physical defect, the Buyer will file a qualitative complaint to the Seller within 7 days from the Goods' delivery date and in case of hidden defects – within 7 days from the date of documented defect identification, however no later than within 6 months from the Goods' delivery date.
3. The complaint should be filed at least in e-mail form and include full identification of the product: invoice number, lot number, quantity, basis for complaint with documentation in the form of samples, description, photos and should be filed within the times specified in paragraphs 1-2 above; otherwise the Buyer will lose any relevant rights and claims, to which the Buyer agrees.
4. The Seller will respond to the complaint within 14 days from the complaint's delivery date. The Seller's silent complaint recognition is hereby excluded.
5. In case of complaint recognition, the defect will be removed by the Seller through the reduction of the price of defected Goods or the delivery of the missing Goods' quantity or Goods free from defects, within 60 days from the complaint recognition date. Unless the Parties agree otherwise at least in e-mail form, in case of a qualitative defect, the Buyer is obliged to return the defective Goods to the Seller within 14 days from the Seller's complaint recognition date. The delivery of Goods free from defects will take place following the same terms applicable to the original Goods' delivery, unless the Parties agree otherwise.
6. Filing a complaint does not constitute the basis for suspending the Seller's further Goods' deliveries or for suspending the Buyer's payments.
7. The statutory defects warranty period lasts for six (6) months from the Goods' delivery date.
8. The statutory warranty does not cover the following defects:
  - a) defects deriving from the Buyer's breach of the principles specified by the Seller on [www.npa-skawina.com/download](http://www.npa-skawina.com/download) or the Goods' use contrary to their intended purpose;
  - b) defects of a product or goods manufactured by the Buyer with the use of the Goods, even if the Goods were defective and the Buyer could find the defect before processing it, with due diligence.
  - c) defects of systems, materials, machinery, etc. with which the Goods will be combined, constitute a part of or with which they will interoperate, even if the Goods were defective and the Buyer could find the defect before processing it, with due diligence.
9. The provisions of this point VII exhaust all statutory warranty claims, unless the Seller fails to fulfil the defect removal obligation pursuant to paragraph 5 above.

**VIII. Delay in Goods acceptance**

1. In the event of the Buyer's delay in collecting the Goods, the Buyer will be obliged to reimburse the Seller for all related costs, including additional costs related to transport or subsequent delivery attempts, the costs of storing the Goods, the costs of reloading the goods, etc. In addition, the Seller will be entitled to suspend any further deliveries or production of the Goods, in accordance with a given or other Agreement with the Buyer, and unilaterally change the dates of these deliveries.
2. In the event that the Buyer's delay in collecting the Goods exceeds 7 days, the Seller may, at its own discretion, withdraw from the Agreement in whole or in part as to the Goods affected by such delay, or sell the delayed goods on behalf and at the risk of the Buyer, the terms and conditions set by them, and the sale price obtained shall be applied towards the payment of the Buyer's obligations towards the Seller.

**IX. Contractual penalties**

1. The Seller can request the Buyer to pay a contractual penalty:
  - a) for delay in accepting the Goods, including accepting stored Goods, caused by reasons not attributable to the Seller - at the rate of 0.5% of the Goods' net value for each day of delay;

- b) in case of the Seller's withdrawal from the Agreement for reasons attributable to the Buyer or the Buyer's withdrawal from the Agreement for reasons not attributable to the Seller - at the rate of 20% of the Agreement subject's net value.
2. Contractual penalties are subject to accumulation. In case of the Seller's withdrawal from the Agreement, contractual penalties charged prior to the withdrawal, including contractual penalties specified in paragraph 1 (a) above remain in force and the Seller is entitled to seek their payment.
3. The Seller is entitled to claim compensation exceeding the amount of the contractual penalty.

**X. Withdrawal from Agreement**

1. The Buyer can withdraw from the Agreement, only in the part not performed with immediate effect, if the Seller fails to comply with the Goods' delivery dates set in the Agreement and GSTs by over two months.
2. The Seller can withdraw from the Agreement in the non-executed part with immediate effect if the Buyer fails to comply with the price payment date set in the Agreement and GSTs by over 14 days.
- The exercise of the right to withdraw from the Agreement, regardless of the basis, requires prior submission of notification at least in e-mail form and designation of an additional term, not shorter than 7 days.

**XI. Force majeure**

A Party is not liable for the non-fulfilment of obligations under the Agreement, if it was caused by reasons not attributable to it, that could not have been foreseen at the time of the Agreement's conclusion or Order Confirmation, and that could not have been avoided (force majeure). A force majeure is deemed by the Parties, among others, disruptions in Goods' manufacturing or transport caused by strikes, plant or device malfunction, accidents, local or nationwide threat, trade disputes, floods, fires, earthquakes, epidemics, etc. A Party affected by force majeure is obliged to notify the other Party about the occurrence of force majeure, causes of its occurrence, expected end. In the aforementioned case, the Parties allow the extension of the Agreement's execution date by the number of days during which the Agreement's execution was objectively impossible. The Parties also understand the effects of force majeure as the effects of the COVID-19 epidemic and the actions of state administration bodies associated with it.

**XII. MAR clause and confidentiality clause**

1. The Buyer:
- 1) acknowledges that Boryszew S.A. is a public company, the share of which have been admitted for public trade on the regulated market. In view of the above, the Company has multiple notification obligations, including those deriving from the Regulation of the European Parliament and of the Council (EU) no. 596/2014 of 16 April 2014 on market abuse (Regulation on market abuse) and repealing the Directive of the European Parliament and of the Council 2003/6/EC and the Directive of the Commission 2003/124/EC, 2003/125/EC and 2004/72/EC (hereinafter: "MAR Regulation").
- 2) acknowledges that the Agreement's conclusion or some information concerning the Agreement can be deemed by the Seller as confidential information within the meaning of the MAR Regulation.
- 3) declares that it agrees to the public disclosure of the information concerning the Agreement or related to it, if the constitutes confidential information the rules of law require the issuer to disclose such information. The Buyer also declares that it is aware that the use or attempt to use confidential information, recommending or persuading a third party to use such information or illegal disclosure of confidential information, is prohibited and can result in criminal liability specified in the regulations of Article 180-182 of the Act of 29 July 2005 on financial instruments' transactions.
2. Confidential Information includes a company secret as well as information, documents, data, materials, etc., concerning the Seller, including its customers, business partners and affiliates, obtained by the Buyer in any form (verbal, written or electronic) during the negotiations or in relation to the Agreement's execution. In case of doubt, it is deemed that given information constitutes Confidential Information.
3. The Buyer is obliged to keep Confidential Information in absolute secrecy and is especially obliged to abstain from publishing, submitting and disclosing any Confidential Information, including the terms of an Order or the Agreement.
4. The following Confidential Information is not covered by the confidentiality obligation:
- 1) publicly available, unless it was disclosed or became public available as result of breaching the GSTs;
- 2) disclosed in an exercise of an order (sentence, decision, etc.) issued by a court or other authorised state authority, or in an exercise of a current rule of law, in the scope covered by such an order, provided that the Buyer notifies the Seller earlier about such required disclosure and makes every possible effort to limit such disclosure.
5. The Buyer is entitled to use Confidential Information only for the purpose of proper execution of the Agreement or an Order.
6. Disclosed Confidential Information remain the Seller's exclusive property and its disclosure to the Buyer does not provide it with any rights to their dissemination or use outside of the limits specified in the GSTs.
7. The confidentiality clause does not limit the Buyer's right to disclose Confidential Information to its subcontractors and professional advisors in the scope required for the correct execution of the Agreement or an Order. In such case, the Buyer is obliged to ensure that the person receiving such information will not disclose it to other persons and will use them only for the purpose of correct execution of the Agreement or an Order and is liable for this towards the Seller.
8. The aforementioned confidentiality obligation is in force for an unspecified period of time, with the Parties being entitled to terminate it no sooner than after 25 years from the date of the Agreement's conclusion, with a one year termination period with effect at the end of the calendar year.

**XIII. Anti-corruption clause**

1. The Parties hereby declare and are obliged that during the Agreement's execution:
- a) they will comply with the rules of common law (Polish and EU) on counteracting corruption;
- b) they will not incite, initiate or take action aimed at promising, proposing or present, directly or indirectly, to any person managing, working in or co-operating in any form with the other Party or on its behalf, of any undue benefits, for itself or for any other person, in exchange for action or failure to act that breaches its obligations;
- c) the Parties or any person managing, working in or co-operating in any form with the other Party or on its behalf, will not request or accept, directly or indirectly, any undue benefits or accept proposals or promises of such benefits in exchange for action or failure to act that breaches its obligations.
- d) they will comply with all mandatory requirements and internal regulations concerning standards of ethical conduct, counteracting corruption, transaction settlement pursuant to law, costs and expenses, conflict of interest, presenting and accepting gifts as well as anonymous reporting and solving irregularities.
2. The Buyer is obliged to comply with the Code of Conduct for Business Partners of NPA Skawina Sp. z o.o., available at: [www.npa-skawina.com/download](http://www.npa-skawina.com/download)
3. The Parties are entitled to terminate the Agreement with immediate effect if the other Party or any person managing, working in or co-operating in any form with the other Party or on its behalf, fails to comply with the provisions of point XI or perpetrates corruption.
4. The Buyer is obliged to notify the Seller about the establishment of co-operation with a country or territory applying a harmful tax competition. The provisions of paragraph 4 apply accordingly.

**XIV. Personal data**

The Seller is the administrator of personal data within the meaning of the Regulation of the European Parliament and of the Council (EU) no. 2016/679 of 27 April 2016 (GDPR), made available to the Buyer by the Seller in relation to the concluded Order or Agreement. Detailed information on the purposes, legal bases and principles of personal data processing by NPA Skawina, including information on the recipients of personal data, data retention duration and rights of the data subjects are provided at [www.npa-skawina.com/gdpr](http://www.npa-skawina.com/gdpr). The Buyer hereby confirms getting acquainted with the aforementioned information on personal data processing and will provide the persons appointed for mutual contact and co-operation during the execution of an Order or the Agreement with information about the possibility to get acquainted with the principles of personal data processing by NPA Skawina in the manner specified above.

**XV. Final provisions**

1. If any of the GSTs, Agreement or Order confirmation provisions is deemed invalid or ineffective, the GSTs, Agreement or Order confirmation remains in force and the invalid or ineffective provision will be deemed as unrestricted and replaced with a valid rule of law.
2. The Seller's liability for delay in delivering the Goods and for defects in the Goods is limited to the net price of the Goods affected by such a delay and/or defect. In no case, the total liability of the Seller, regardless of its basis, may not exceed the value of the agreement with which such liability is related and shall not include lost profits, unless the damage was caused by willful misconduct.
3. The provisions of the Buyer standard contractual clause, in particular the general terms and conditions, model contracts or regulations, shall not apply to the Agreement.
4. In the case of the sale of an organized part of the Seller's enterprise, in particular by contributing this enterprise in kind to another entity, all rights and obligations under the Order or the Agreement are transferred to the purchaser of this enterprise, to which the Buyer agrees and which does not require additional statements or an annex to the Agreement.
5. If the GSTs require a written or e-mail form, any other form shall be null and void.
6. The provisions of the Polish law, including of the Civil Code, shall apply in matters not regulated by the GSTs, Agreement and Order. The United Nations Convention on International Trade of Goods, developed in Vienna on 11 April 1980, does not apply to this Agreement.
7. Any disputes deriving from these GSTs, the Agreement or activities carried out as part of them will be resolved by a Polish common court with jurisdiction over the Seller's registered seat – i.e. registered seat of Skawina, ul. J. Piłsudskiego 23, 32-050 Skawina.
8. The GSTs available on the Seller's website [www.npa-skawina.com/download](http://www.npa-skawina.com/download) enter into force as of the date specified in the header and apply to Orders placed after that date. The Seller restricts the right to amend the GSTs at any time by publishing the amendments or the updated GST on the aforementioned website. If the GSTs are amended after an Order is placed, the Order is subject to GSTs in force as of the date of the Order's placement. By placing an Order, the Buyer declares that it is acquainted and accepts the GSTs along with all amendments published in the aforementioned manner until the Order placement.
9. The GSTs were developed in the Polish and English language versions. In case of any discrepancy between the versions, the Polish version of the agreement shall prevail.