



Terms and Condition of 23.02.2021

Section 1 General Provisions

The Buyer buys goods at prices and under terms and conditions laid down in the offer made by Tesko Steel Sp. z o.o. and these General Terms of Sale of Tesko Steel Sp. z o.o. In case of any discrepancies between the offer of Tesko Steel Sp. z o.o. and the General Terms of Sale of Tesko Steel Sp. z o.o., the offer of Tesko Steel Sp. z o.o. takes precedence. The offer made by Tesko Steel Sp. z o.o. is valid for 3 months of the date when made or until stocks are exhausted. The offer does not constitute the reservation of the material.

Section 2 Prices and Payments

PRICE

1. Prices listed in the offer are net prices. You must add the VAT and other public-law liabilities, as per applicable regulations, to the price.

PAYMENT

1. Unless the parties agree on otherwise, the Buyer will pay the amounts due to the bank account and following any other conditions indicated in the invoice.
2. The condition for obtaining an extended payment date is receiving the proper amount of insurance at a company insuring the receivables of Tesko Steel Sp. z o.o. or submitting other securities indicated and accepted by Tesko Steel Sp. z o.o.
3. The payment date is counted from the selling date of finished goods.
4. The payment date is the date when the bank account of Tesko Steel Sp. z o.o. is credited with the payment. If payment is delayed, the Seller is authorised to charge the Buyer for statutory or contractual interest. Should the Seller have reasonable grounds to declare that the Buyer cannot make the payment, the Seller will be entitled to demand the full payment in cash or by wire transfer before the order is fulfilled. In addition, the Seller may demand additional payment security.

5. In case of untimely payments, regardless of any interest due to Tesko Steel Sp. z o.o., the Seller is authorised to suspend and/or cancel any outstanding deliveries and charge the Buyer with additional costs for the delivery and/or manufacture of the goods.
6. If the Buyer fails to make the payment at the date set in the invoice and after an ineffective lapse of the additional period, the Seller is authorised to sell Buyer's debts. Furthermore, the Seller is obliged to inform the insurance company about past due receivables, according to its agreement with the insurer, at the set maturity date.
7. The Buyer is not allowed to pay the amounts due to the Seller under the order by deducting its liabilities to the Seller without its previous written consent.
8. Tesko Steel Sp. z o.o. reserves the ownership right to the products sold until the Buyer pays for the amounts due in full. If there is no payment in the bank account at the payment date set in the invoice, the Seller may, through a reverse procedure, demand that the Buyer release, in full or in part, the goods for which the payment was not made. The place for the release of the goods will be indicated by the Seller. The costs of releasing the goods will be borne by the Buyer in full. If it is found that the goods cannot be returned through delivery, the Seller may indicate other goods or things, at its sole discretion, to be released, the value of which is not less than the value of the liabilities unpaid for by the Buyer.
9. The filing of any complaints does not authorise the Buyer to suspend any payments to the Seller.
10. Other conditions for determining prices and payments than defined herein require the express consent of Tesko Steel sp. z o.o.
11. Other payment conditions than stated in Section 2.2 above require securities to be established, as indicated and expressly agreed on by Tesko Steel Sp. z o.o., or prepayment of 100% of the order price.

Section 3 Deliveries

1. The basic form of sale is the release of goods at the offices of Tesko Steel Sp. z o.o., unless the parties agree on otherwise, following Section 1 and Section 5.1. In such a case, the further paragraphs of this Section apply.
2. Goods are delivered at dates and the address indicated in the offer of Tesko Steel Sp. z o.o. following INCOTERMS 2010.
3. Tesko Steel Sp. z o.o. is not responsible for any delays in the delivery of goods, if they are caused by any circumstances not attributable to Tesko Steel Sp. z o.o. Particularly, such circumstances are understood as force majeure such as earthquake, natural or industrial disasters, strike or delays at the supplier.
4. Tesko Steel Sp. z o.o. may deliver goods through its own means of transport or through the carrier or forwarding agent.
5. The delay by Tesko Steel Sp. z o.o. in the delivery of the goods authorises the Buyer to cease fulfilling the order for the part of goods that is delayed; however, before it exercises this right, the Buyer is obliged to request Tesko Steel Sp. z o.o. in writing to

deliver the goods and set an additional date; provided that if such another date is not kept, the Buyer will be authorised to execute the right to withdraw from the agreement for the part of the goods so delayed.

Section 4 Goods Receipt and Complaints

1. The Buyer is obliged to check the goods in terms of quantity and quality immediately after it receives them and to notify the Seller immediately about any irregularities found during its check.

2. Quality complaints must be notified immediately, but not more than seven days of the goods collection date.

3. Quantity complaints must be notified immediately, but not more than one day of the goods collection date.

4. Complaints will be examined only for goods in as-delivered condition, not damaged any further.

5. The condition for initiating the complaint procedure is the Buyer's provision, in writing or by email or fax, of:

- a. a short description of the reason for the complaint: material defect, quantity or quality defect; and
- b. photographic documentation.

6. If the complaint turns out to be groundless, the costs of the complaint procedure will be charged to the Buyer.

7. If the complaint is justified, the Seller may, at its sole discretion and choice, repair or remove the defects, or replace the defective goods with a new one, or reduce the price or withdraw from the order if the price has not yet been paid.

The Seller's liability for the accepted complaint is in each case limited to 100% of the value of the defective goods, only if the defect arose solely as a result of blatant and deliberate negligence of the Seller during the order completion. This means that in no case the seller will be responsible for any direct and / or indirect costs incurred by the Buyer and / or companies cooperating with him, in particular resulting from:

- production stops,
- processing of goods,
- loss of incomes and profits,
- additional research.

8. The filing of a complaint does not release the Buyer from its obligation to make the timely payment for the delivery.

9. Tesko Steel Sp. z o.o. provides for the quantity tolerance complying with the quantity tolerance confirmed by steelworks while fulfilling the order of +/-10%.

10. The requirements for technical and quality parameters, certificates and attestations should be defined by the Buyer clearly and directly in the inquiry to which Tesko Steel Sp. z o.o. makes the offer.
11. Certificates, attestations and other documents confirming the quality of goods are provided together with the delivery of the goods or immediately after the delivery, only at the request of the Buyer.
12. A failure to meet the conditions referred to in Section 4.1–5 may result in the refusal to grant the complaint, depending on the decision of Tesko Steel Sp. z o.o.
13. The responsibility of Tesko Steel Sp. z o.o. under extended product liability is excluded.

Section 5 Final Provisions

1. If any of the provisions of the General Terms of Sale of Tesko Steel Sp. z o.o. becomes invalid, the other provisions will remain effective, and the invalid provision will be replaced with a provision that comes closest to the invalid provision.
2. The General Terms of Sale are available on the website of Tesko Steel Sp. z o.o. www.teskosteel.com.pl under the tab Ogólne Warunki Sprzedaży [General Terms of Sale] and are provided so that the Customer may store and view them in the ordinary course of activities.
3. Change of these General Sales Conditions of Tesko Steel Sp. zoo. is possible for important reasons at the discretion of Tesko Steel sp. zoo. And by publishing a unified text (taking into account changes) on the website www.teskosteel.com.pl in the General Conditions of Sale and is effective from the date of the announcement.