



STALOWE CENTRUM SERWISOWE

General Terms and Conditions of Sale AT STALOWE CENTRUM SERWISOWE

dated 1 December 2025

Article 1 – General provisions

- 1.1. The Buyer purchases the materials at the prices and on the terms specified in the offer submitted by Tesko Steel sp. z o.o. and in these General Terms and Conditions of Sale of Tesko Steel sp. z o.o.
- 1.2. In the event of any discrepancy between the offer of Tesko Steel sp. z o.o. and these General Terms and Conditions of Sale of Tesko Steel sp. z o.o., the offer of Tesko Steel sp. z o.o. shall prevail.
- 1.3. The offer submitted by Tesko Steel sp. z o.o. is valid for 3 days from the date of its submission or until stocks are exhausted. The offer does not constitute a reservation of the materials.

Article 2 – Prices and Payments

2.1. PRICE

- 2.1.1. The prices stated in the offer are net prices. VAT and any other statutory public charges shall be added to the price in accordance with the applicable legislation.

2.2. PAYMENT

- 2.2.1. Unless otherwise agreed by the parties, the Buyer shall settle its liabilities to the bank account and under all other conditions indicated on the invoice.
- 2.2.2. A prerequisite for obtaining an extended payment term is for Tesko Steel sp. z o.o. to receive credit insurance in an appropriate amount from its credit insurance provider, or the provision of other security indicated and accepted by Tesko Steel sp. z o.o.
- 2.2.3. The payment term shall run from the date of sale of the finished products.
- 2.2.4. The date of payment shall be the date on which the bank account of Tesko Steel sp. z o.o. is credited. In the event of delayed payment, the Seller shall be entitled to charge the Buyer statutory or contractual interest. Should there be reasonable grounds for determining that the Buyer may fail to make payment, the Seller shall be entitled to demand payment of the entire amount in cash or by bank transfer prior to fulfilment of the order. The Seller may also request additional security for payment.
- 2.2.5. In the case of late payment, irrespective of interest due to Tesko Steel sp. z o.o., the Seller shall have the right to suspend and/or cancel any outstanding deliveries and to charge the Buyer additional costs arising from carrying out the delivery and/or producing the materials.
- 2.2.6. If the Buyer fails to make payment by the due date indicated on the invoice and an additional payment period has expired without effect, the Seller shall be entitled to assign the debt owed by the Buyer. Furthermore, the Seller is obliged to notify overdue receivables to the insurance company in accordance with its insurance agreement, within the prescribed maturity period.
- 2.2.7. The Buyer may not set off any of its own claims against the Seller's claims arising from the order without the Seller's prior written consent.
- 2.2.8. Tesko Steel sp. z o.o. reserves title to the products sold until the Buyer's obligations have been settled in full.

- 2.2.9. If no payment has been received in the bank account by the invoice due date, the Seller may demand, by way of reversal, the immediate return of all or part of the materials for which payment has not been made. The place of return of the materials shall be indicated by the Seller. All costs connected with the return shall be borne by the Buyer. If it is established that return of the materials by delivery is impossible, the Seller shall have the right to designate, at its discretion, other materials or items for handover the value of which is not less than the value of the Buyer's outstanding obligations.
- 2.2.10. Submission of a complaint does not entitle the Buyer to withhold any payments due to the Seller.
- 2.2.11. Any other pricing or payment conditions not specified in this paragraph require the explicit consent of Tesko Steel sp. z o.o.

Article 3 – Deliveries

- 3.1. The basic form of sale is collection of the material at the registered office of Tesko Steel sp. z o.o., unless the parties agree otherwise in accordance with Articles 1 and 5(1). In such a case, the following provisions of this article shall apply.
- 3.2. The materials shall be delivered within the time limits and to the address indicated in the offer of Tesko Steel sp. z o.o., under INCOTERMS 2020 conditions.
- 3.3. Tesko Steel sp. z o.o. shall not be liable for delays in delivery of the material or for any damage arising from such non-performance, nor for any other consequences of delayed delivery if caused by circumstances beyond the control of Tesko Steel sp. z o.o. In particular, such circumstances shall include force majeure events such as epidemics, earthquakes, natural or industrial disasters, strikes, delays on the part of suppliers, random events, acts of war or terrorism, breakdowns, or any other events which for justified reasons are outside the control of Tesko Steel sp. z o.o.
- 3.4. Tesko Steel sp. z o.o. may deliver the material using its own transport, a carrier, or a freight forwarder.
- 3.5. Delay by Tesko Steel sp. z o.o. in delivering the material entitles the Buyer to withdraw from the order with respect to the delayed part of the material, provided that before exercising this right the Buyer has given Tesko Steel sp. z o.o. written notice requiring delivery and setting an additional reasonable deadline, and provided that upon failure to meet this additional deadline, the Buyer shall be entitled to withdraw from the contract with respect to the delayed material.
- 3.6. The Buyer undertakes to collect all ordered materials:
- 3.6.1. If the material is collected outside the Seller's premises – on the business day on which delivery takes place;
- 3.6.2. If the material is collected at the Seller's premises – no later than on the third business day from the date indicated in the order confirmation as the order completion date.
- 3.7. Failure by the Buyer to meet the agreed collection dates entitles the Seller to place the material into storage at the Buyer's cost. In such a case, the Seller shall also be entitled to:
- 3.7.1. unilaterally increase the sale price of the materials by EUR 8/t for each commenced month of storage; or
- 3.7.2. issue an invoice covering storage costs at the rate of EUR 8/t for each commenced month of storage.

Article 4 – Guarantees

- 4.1. Tesko Steel sp. z o.o. provides the following guarantees:

4.1.1. Cold-rolled material

Guarantees are provided as follows:

- Corrosion resistance: 6 months for products supplied in an oiled condition.

- Mechanical properties: For steels from DC03 to DC07 and HC grades – guaranteed for 6 months; for all other grades – not guaranteed.
- Absence of stretcher-strain marks:
 - For DC03, DC04 and DC05 steels with surface quality type A or B – guaranteed for 6 months;
 - for DC01 steel with surface quality type B – guaranteed for 3 months.

4.1.2. Galvanised material

Guarantees are provided as follows:

- Corrosion resistance: 3 months for products supplied passivated or oiled.
- Mechanical properties:
 - 1 month for steel grades DX51D, DX52D and DX53D and for structural steel grades;
 - 3 months for bake-hardening steels;
 - 6 months for DX54D, DX55D, DX56D and DX57D grades, excluding bake-hardening steels.
- Absence of stretcher-strain marks: for surface quality types B or C:
 - 3 months for bake-hardening steels, provided that storage temperature is below 50°C;
 - 6 months for grades DX54D, DX55D, DX56D and DX57D;
 - no defined time requirements for other steel grades.

4.1.3. Hot-rolled material

Guarantees are provided as follows:

- Corrosion resistance: for pickled material (with scale removed): 3 months for products supplied in an oiled condition.
- Mechanical properties: Tesko provides a 3-month guarantee. Exceptions: grades DD12 to DD14: 6-month guarantee; grade DD11: no guarantee with respect to mechanical properties.

4.2. The guarantee period begins on the date the Buyer is informed that the material is ready for dispatch.

Article 5 – Acceptance of Material and Complaints

5.1. Material complaints.

- 5.1.1. The Buyer is obliged to inspect the material for quantity and quality immediately upon receipt and to notify the Seller without delay of any discrepancies discovered during such inspection.
- 5.1.2. Quality-related complaints must be submitted without delay, but no later than within the guarantee period provided by Tesko Steel sp. z o.o. for the relevant products.
- 5.1.3. Quantity-related complaints must be submitted without delay, but no later than one business day from the date of receipt of the material.
- 5.1.4. Complaints will only be considered for material in the condition in which it was delivered and which remains undamaged.
- 5.1.5. A prerequisite for initiating the complaint procedure is the effective submission by the Buyer, via communication means available to both parties, of:
 - a brief description of the reason for the complaint – the material defect, or the quantitative or qualitative deficiency;
 - photographic documentation.
- 5.1.6. If the complaint proves unfounded, all costs of the complaint procedure shall be borne in full by the Buyer.
- 5.1.7. If the complaint is justified, the Seller may, at its sole discretion and choice, repair or remove the defect, replace the defective material with new material, reduce the price, or withdraw from the order if the price has not yet been paid.
- 5.1.8. The Seller's liability arising from an accepted complaint is in all cases limited to 100% of the value of the defective material, where the defect has arisen exclusively due to gross and deliberate

negligence of the Seller during fulfilment of the order. This means that under no circumstances shall the Seller be liable for any direct and/or indirect costs incurred by the Buyer and/or any cooperating entity, including in particular those arising from:

- production downtime;
- processing of the materials;
- loss of revenue or profit;
- additional testing.

5.1.9. Submission of a complaint does not release the Buyer from the obligation to make timely payment for the delivered material.

5.1.10. Tesko Steel sp. z o.o. reserves a quantity tolerance consistent with the quantity tolerance confirmed by the steel mill in the execution of the order, within a range of $\pm 10\%$.

5.1.11. Requirements concerning technical parameters, quality, certificates of conformity and attestations must be clearly and expressly specified by the Buyer in the enquiry to which Tesko Steel sp. z o.o. provides its offer.

5.1.12. Attestations, certificates and other documents confirming material quality shall be delivered together with the material or immediately after completion of the delivery.

5.1.13. Failure to meet the conditions referred to in sections 1–5 may result in rejection of the complaint, at the discretion of Tesko Steel sp. z o.o.

5.1.14. Liability of Tesko Steel sp. z o.o. under statutory warranty (rękojmia) is excluded.

5.2. Transport complaints

5.2.1. To effectively submit a transport-related complaint for material delivered to the customer, the following must be carried out in every case:

- A note indicating the type of damage must be entered on the delivery document.
- The customer must prepare a transport damage report containing a detailed description of the damaged material accompanied by photographic documentation. The report must in every case be signed by the driver.
- Submission of a transport damage report on the customer's own form is permitted, provided that it contains the following information:
 - Details of the person submitting the complaint:
 - Date of submission;
 - Company name;
 - Address;
 - Phone number;
 - Email address;
 - Contact person.
 - Details relating to the shipment and transport:
 - Consignment note / CMR number;
 - Delivery receipt date;
 - Place of delivery/unloading;
 - Name of the carrier;
 - Vehicle registration number.
 - Details of the material covered by the complaint:
 - Order or delivery document number;
 - Details of the shipment concerned, including:
 - package number (barcode),
 - product name,
 - quantity (kg/pieces),
 - type of damage (e.g., bending, abrasion, corrosion).
 - Description of the damage and circumstances:
 - Detailed description of the damage (what exactly has been damaged, the nature of the damage, and the extent of loss);
 - Circumstances in which the damage was identified (when and under what conditions the damage was discovered, e.g. during unloading, after opening the tarpaulin, at the storage yard, etc.);

- Entry in the consignment note/CMR (whether the damage was recorded in the transport document; if so, by whom: the driver or the receiving employee).
- Photographs of the damaged material on the vehicle: – Photographic documentation must include images of the damaged material with the trailer registration number visible, as well as close-up photographs of each damage instance.
- Required attachments:
 - Copy of the consignment note / CMR with damage note;
 - Copy of the delivery note;
- Driver's signature (full name);
- Signature of the person submitting the complaint / authorised individual (full name, company stamp).

Article 6 – Final Provisions

- 6.1. If any provision of these General Terms and Conditions of Sale of Tesko Steel sp. z o.o. is found to be invalid, the remaining provisions shall remain in force, and the invalid provision shall be replaced by a provision the content of which is closest to the original.
- 6.2. The General Terms and Conditions of Sale are available on the website of Tesko Steel sp. z o.o. www.teskosteel.com.pl in the "General Terms and Conditions of Sale" section and are made available in a manner allowing the Customer to store and reproduce them in the ordinary course of business.
- 6.3. Amendments to these General Terms and Conditions of Sale of Tesko Steel sp. z o.o. may be made for valid reasons at the discretion of Tesko Steel sp. z o.o. and shall take effect upon publication of a consolidated text (including all changes) on the website www.teskosteel.com.pl in the "General Terms and Conditions of Sale" section, effective from the date of publication.