



**§ 1 GENERAL PROVISIONS**

1.1. These GTS, subject to §11(14), apply to the delivery of Goods offered by IZOSTAL S.A. in Kolonowski.

1.2. Capitalized expressions in the General Terms of Sale have the following meanings:

- 1) Purchaser – a natural person, a legal person, as well as an organizational unit without legal personality, who has sent an Order to IZOSTAL;
- 2) IZOSTAL – "IZOSTAL" S.A. with its registered office in Kolonowski, ul. Opolska 29, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole under number 0000008917, NIP: 756-00-10-641, REGON: 530884678, share capital: PLN 65,488,000,

3) Goods – steel products, as well as services included in each of IZOSTAL's commercial offerings,

4) GTS – these General Terms of Sale,

5) Technical Documentation – design/technical documentation relating to the Goods, along with bills of materials and technical specifications (standards, technical approvals),

6) Order – a document prepared by the Purchaser sent by e-mail, letter, courier service or submitted personally to IZOSTAL, constituting an offer to purchase the Goods, specifying, subject to §6(3) et seq. GTS, at least: type and quantity of Goods, Technical Documentation (for Goods to be manufactured according to the Purchaser's individual needs), price in accordance with the current IZOSTAL price list or IZOSTAL's written proposal addressed to the Purchaser in advance, proposed date/payment period, proposed delivery base in accordance with INCOTERMS 2020. For Goods made according to the individual needs of the Purchaser, the Technical Documentation of the Goods also forms an integral part of the Order.

7) Order Confirmation – a document drawn up by IZOSTAL, sent by e-mail, specifying at least the type and quantity of Goods, Technical Documentation (for Goods to be manufactured according to the Purchaser's individual needs), delivery base in accordance with INCOTERMS 2020, delivery date(s), unit and total price of the Goods, rules for determining the price of transportation (if transportation is provided by IZOSTAL, and payment date(s)). For Goods made according to the Purchaser's individual needs, the Technical Documentation of the Goods provided by the Purchaser to IZOSTAL is also an integral part of the Order Confirmation. The Order Confirmation shall determine the final binding terms of delivery of the Goods by IZOSTAL to the Purchaser, unless the Technical Documentation provided by the Purchaser with the Order is not sufficiently accurate to specify the material and financial subject of the Order. In the case indicated in the preceding sentence, the final binding terms of delivery of the Goods by IZOSTAL to the Purchaser shall result from the Order Confirmation document sent by IZOSTAL to the Purchaser after the Purchaser has provided additional details to the Technical Documentation. The Order Confirmation shall be binding on the Purchaser, unless otherwise agreed by the Parties in writing under pain of nullity.

8) Force Majeure shall mean extraordinary cases or events of an external nature, which are beyond the control and not attributable to either Party, which could not be avoided, and which occur after the conclusion of the contract for the supply of Goods and become an obstacle to the performance of contractual obligations. Force Majeure events are, in particular:

- wars and other armed actions, invasions, terrorist activities, mobilizations or embargoes,
- radioactive radiation or contamination by radioactivity from nuclear fuel or nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosives, and other hazardous properties of any explosive nuclear component assemblies,
- rebellion, revolution, insurrection, military or civil upheaval, or civil war, actions of state authority,
- earthquake, flood, fire, hurricanes, tornadoes, or other natural disasters (as declared by the relevant authorities),
- strikes, if they are general strikes (nationwide) or strikes of entire industries, excluding strikes located only at the Party claiming the Force Majeure circumstance or its subcontractor,
- stoppage or disruption of the supply chain as well as interruption or withholding or unavailability of electricity, gas as well as other energy carriers, utilities, products, materials, components, goods, services, other supplies (at the Seller as well as its suppliers or subcontractors).

9) Confidential Information:

a) information constituting a business secret of IZOSTAL (hereinafter also as: the Company) within the meaning of the Act on Combating Unfair Competition, including in particular

financial, economic, commercial, organizational, legal, technical, technological, personal information obtained by the Purchaser (hereinafter also as: Counterparty) in the performance of or on the occasion of the Counterparty's cooperation with the Company, regardless of the form in which they were obtained and whether and how they were recorded, and whether or not they were separately marked as business secrets. The Counterparty acknowledges that the Company has in place a Manual for the Protection and Disclosure of Information Constituting Business Secrets.

b) information indicated in a) that does not constitute a business secret of the Company within the meaning of the Act on Combating Unfair Competition concerning: (i) the Company, (ii) entities directly or indirectly dependent on "STALPROFIL" S.A. in Dąbrowa Górnicza, (iii) counterparties and personnel of "STALPROFIL" S.A., or entities directly or indirectly dependent on "STALPROFIL" S.A.

c) information regarding the Order, the Order Confirmation, the contract for the Delivery of Goods and its execution.

1.3. The terms and conditions applicable to the Purchaser for the conclusion or performance of contracts, as well as any modification or exclusion of any provision of the GTS, as well as provisions additionally added by the Purchaser in relation to those contained in these GTS in any document or email, shall not be accepted by IZOSTAL and shall be deemed unreserved, unless expressly accepted by IZOSTAL in writing under pain of nullity.

1.4. Application of the GTS to one contract for the supply of Goods shall be deemed their acceptance also for subsequent contracts concluded by the Purchaser with IZOSTAL, unless the Parties have expressly agreed otherwise in writing under pain of nullity.

1.5. These GTS are made available to the Purchaser in electronic form on the website at: [www.izostal.com.pl](http://www.izostal.com.pl) under the Offer tab.

**§ 2 CONTRACT**

2.1. The condition for the effective conclusion of the contract for the supply of Goods is the placing of an Order by the Purchaser in response to IZOSTAL's offer and the acceptance of this Order by IZOSTAL by sending an Order Confirmation.

2.2. It is understood that the Order is signed by persons acting for and on behalf of the Purchaser by operation of law or under a power of attorney.

2.3. It is not permissible for the Purchaser to make any changes or additions to the contents of the Order Confirmation by IZOSTAL. Any provisions of the Order or other documents/messages sent to IZOSTAL by the Purchaser other than those arising from the Order Confirmation by IZOSTAL shall be deemed unreserved and non-binding.

2.4. The Order should be transmitted to IZOSTAL in such a way that the contents of the Order can be fully identified. An order that is incomplete, illegible or contains contradictions or ambiguities shall not be an Order binding on IZOSTAL, unless IZOSTAL, after contacting the Purchaser, clarifies doubts about the Order and confirms its acceptance, stating the terms of delivery in the Order Confirmation.

2.5. The contract for the supply of Goods may also be concluded in any other way permitted by law, including through the signing of a bilateral commercial contract.

2.6. Submission of an Order by the Purchaser, as well as signing of a bilateral commercial contract by the Purchaser with IZOSTAL, means the Purchaser's assurance to IZOSTAL that there are no factual or legal grounds constituting an obstacle to the conclusion and execution of a contract for delivery of the Goods by the Purchaser, and, moreover, the assurance that the Purchaser has funds for payment for the Goods that the Purchaser intends to purchase from IZOSTAL as a result of the above actions.

2.7. IZOSTAL shall have the right to unilaterally change the date(s) of delivery of the whole or individual batches of Goods by 10 working days upon notice to the Purchaser, which shall not entitle the Purchaser to withdraw from the contract for the supply of Goods and to direct claims against IZOSTAL.

2.8. During the period from the sending of the Order Confirmation to the Purchaser, until the date of receipt of the Goods indicated in the Order Confirmation, IZOSTAL shall have the right to withdraw from the contract for delivery of the Goods, in whole or in part, for valid reasons, including if:

- it will not be possible to insure the receivables from the Purchaser under this contract for the supply of Goods (in whole or in part), and the Purchaser has not paid all or part of the prepayment;

- for reasons beyond IZOSTAL's control, it will not be able to perform this contract for the supply of Goods in whole or in part;

- for reasons beyond IZOSTAL's control, during the period between the conclusion of the contract for the delivery of the Goods and the delivery of the Goods, there is a change in fees or costs affecting the price of the Goods that would justify a price increase greater than that indicated in §4(4) below.

2.9. The occurrence and termination of events caused by the Force Majeure shall be communicated to the other Party no later than 7 days from the date of occurrence or termination of the Force Majeure. The Party informing of the occurrence of force majeure is obliged to specify the event, its causes, and its extent and consequences for the performance of the contract.

2.10. The Party that gave the written notification shall be relieved of its obligations or the observance of the deadline of its obligations as long as the Force Majeure event or its consequences continue. The term of performance of mutual obligations shall be extended accordingly for the duration of the above event or its consequences. The duration of the Force Majeure or its effects is the time of suspension of the contract. For delays resulting from events caused by Force Majeure, neither Party may claim compensation, indemnification, or contribution to damages.

2.11. The affected Party shall make reasonable efforts to minimize the effects of the Force Majeure and shall resume performance of the contract as soon as possible, subject to paragraph 12 below.

2.12. If the suspension lasts longer than 90 days, i.e., if, the circumstances of the Force Majeure or its effects last for more than 90 days, and if an appropriate agreement on this issue has not been reached, either Party shall have the right to withdraw from this Contract, in whole or in part, within 150 days from the date of the Force Majeure. The right to withdraw expires after the effects of the Force Majeure cease.

2.13. IZOSTAL's liability for damages, regardless of the basis, including, in particular, for non-performance or improper performance of the contract for the supply of Goods or under warranty, shall be limited to actual damage not exceeding 50% of the value of the supply of Goods to which the damage relates. IZOSTAL's liability for lost profits is excluded. These limitations do not apply in the case of damage caused by willful misconduct.

**§ 3 OFFERS**

3.1. Offers made by IZOSTAL for Goods:

1) do not result in IZOSTAL's obligation to conclude a contract for the supply of the Goods and do not result in automatic reservation of raw material needed for the production of the Goods or other forces or resources for the performance of the subject matter of this offer,

2) are in the nature of a preliminary exchange of commercial information to discern the Purchaser for the purpose of placing an Order during the period indicated in the IZOSTAL offer.

3.2. Thus, an offer within the meaning of the Civil Code is only an Order submitted to IZOSTAL by the Purchaser.

**§ 4 PRICES, TERMS OF PAYMENT**

4.1. Goods are delivered in quantity according to the units specified in the Order Confirmation (running meters, kg, pieces or other).

4.2. The prices indicated by IZOSTAL are net prices, to which VAT will be added in accordance with applicable laws.

4.3. The price includes the cost of loading the Goods on the means of transport at the IZOSTAL plant. All other costs associated with the delivery of the Goods shall be borne by the Purchaser, unless otherwise expressly stipulated in writing in the Order Confirmation, otherwise being null and void.

4.4. In the event of a change in fees or costs independent of IZOSTAL – affecting the price of the Goods – arising in the period between the conclusion of the contract for the delivery of the Goods and the delivery of the Goods, IZOSTAL shall have the right to unilaterally increase the price to the appropriate documented extent resulting from the change in costs or fees, but by no more than 10%. The change shall be effective from the moment of its notification to the Purchaser, with an attachment to the notification being a comparison of the existing price with the price after the change, taking into account the increase in costs or fees and source documents confirming the increase. The above does not preclude a further price increase as agreed by the Parties.

4.5. The Purchaser shall pay the gross price in the currency in which the price of the Goods is specified in the Order Confirmation and VAT invoice.

4.6. Payment shall be made by wire transfer to the bank account indicated in the VAT invoice issued by IZOSTAL and within the period indicated in the Order Confirmation and in the VAT invoice issued by IZOSTAL. Payment is considered to have been made when the funds are credited to the bank account provided by IZOSTAL in the VAT invoice.

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- 4.7. Each partial delivery shall be invoiced separately, unless otherwise specified in the Order Confirmation, or by separate arrangements of the parties made in writing under pain of nullity.
- 4.8. Ownership of the Goods shall vest in IZOSTAL until the Purchaser has paid the price in full.
- 4.9. Unilateral offsetting of claims by the Purchaser is excluded.
- 4.10. In the event of a delay in payment by the Purchaser, to which, in accordance with Polish law, the provisions of the Act of March 8, 2013 on Prevention of Excessive Delays in Commercial Transactions apply, IZOSTAL shall be entitled to statutory interest for delay in commercial transactions as referred to in the aforementioned Act.
- 4.11. In the event of a delay in payment by the Purchaser to which, in accordance with Polish law, the provisions of the Act of March 8, 2013 on Prevention of Excessive Delays in Commercial Transactions do not apply, IZOSTAL shall be entitled to contractual interest for delay in the amount corresponding to the rate of statutory interest for delay in commercial transactions referred to in the aforementioned Act in force at the time of such delay.
- 4.12. The annual percentage rate of the interest referred to in paragraphs 10 and 11 above is determined by the current, as of the date of calculating interest, announcement of the competent minister on the amount of statutory interest for delay in commercial transactions, issued on the basis of the aforementioned Act and published in the Official Journal of the Republic of Poland "Monitor Polski".
- 4.13. In the event of the Purchaser's delay in making any payment in full or in part, and in the event of a threat to payment by the Purchaser, as well as in the event of the Purchaser's failure to provide the required cooperation in the execution of the contract for the supply of Goods, IZOSTAL shall call on the Purchaser to pay the price or provide security for the payment of the price or to duly cooperate in the execution of the contract for the supply of Goods within a period not exceeding 14 days, under pain of withdrawal from the contract for the supply of Goods. IZOSTAL shall have the right to withhold delivery of the Goods until the Purchaser complies with the content of the aforementioned call, and the Purchaser shall not be entitled to any claims against IZOSTAL in such situation. In the event of ineffective expiration of the aforementioned period, IZOSTAL, regardless of other cases indicated in the GTS or arising from the Civil Code, shall have the right to withdraw from the contract for the supply of Goods.
- ### § 5 DOCUMENTATION
- 5.1 The Purchaser assumes the risk and total and sole responsibility for:
- 1) the completeness and correctness of the Technical Documentation (including in terms of technology).
  - 2) selection of Goods and materials, their final destination and use, selection of technical specifications as well as design solutions,
  - 3) possession of intellectual property rights to the Technical Documentation and the solutions contained therein, to the extent necessary for IZOSTAL's delivery of the Goods.
- 5.2. IZOSTAL has no obligation to verify the Technical Documentation. If, during the execution of the order, IZOSTAL notices that the technical documentation provided by the Purchaser is incomplete or incorrect, IZOSTAL shall notify the Purchaser of such fact, who shall be solely responsible for its proper completion or correction, as well as any risk related thereto. The delivery date of the Goods shall be extended by the time during which the Purchaser completed the Technical Documentation, unless otherwise agreed by the Parties in writing under pain of nullity.
- 5.3. Notwithstanding the provisions of the Civil Code and other provisions of the GTS, IZOSTAL has the right to withdraw from the contract for the delivery of Goods in the event of:
- 1) the Purchaser's failure to complete/revise the Technical Documentation within 7 days of being notified by IZOSTAL of the incompleteness/incorrectness of such documentation,
  - 2) submission to IZOSTAL by a third party of claims concerning the Technical Documentation.
- ### § 6 TECHNICAL CONDITIONS AND QUALITY
- 6.1. The requirements for the type, quantity and technical and quality-related parameters, approvals and certificates of the Goods, subject to the paragraphs below, shall be specified by the Purchaser in the Order or in the Technical Documentation insofar as such documentation is applicable to the delivery of the Goods.
- 6.2. The Purchaser is solely responsible for ensuring that the type, parameters and quantity of the Goods correspond to its needs.
- 6.3. The Purchaser should specify in the Order all physical and chemical conditions (if any) that may affect the insulation coatings (both internal and external) during the operation of coated pipes.
- 6.4. In the Order, the Purchaser should specify the standard for the performance of insulation coatings.
- 6.5. IZOSTAL shall perform insulation coatings in accordance with the parameters and provisions of the standard cited in the Order.
- 6.6. In the absence of a standard in the Order, IZOSTAL shall implement the Order based on the Inspection and Testing Plan (ITP) approved by the Purchaser. The ITP shall include all inspection activities and production operations for the Order. IZOSTAL shall not carry out any additional activities or operations that are not included in the ITP.
- 6.7. The Purchaser shall be solely responsible for the verification of the ITP and the application of the ITP to the Order. Failure by the Purchaser to deliver to IZOSTAL the Purchaser's comments or objections to the ITP within 7 days after the ITP was sent to the Purchaser by email shall mean approval of the ITP by the Purchaser. In the event of the Purchaser's refusal to accept the ITP or the submission of comments or objections to the ITP that are unreasonable in the opinion of IZOSTAL, IZOSTAL shall be entitled to withdraw from the contract for the delivery of the Goods in whole or in part, and the Purchaser shall have no claims against IZOSTAL.
- 6.8. PPT tests in accordance with PN-EN ISO 21809-1 are carried out by IZOSTAL once, for each production line, regardless of the type, geometry of pipes and coating sets used. PPT tests confirm the parameters contained in the APS documents for each production line.
- 6.9. Unless otherwise specified, IZOSTAL for 3LPP coating uses materials and performs tests for the temp. up to max. 90° C.
- 6.10. IZOSTAL shall not be liable for defects in the coating resulting from outdoor storage of coated pipes without proper protection for more than 12 months.
- 6.11. In the case of manufacture of the contracted Goods from material entrusted by the Purchaser, it is necessary that the supplied material be free from physical and legal defects, in particular corrosion. If the condition or preservation of the material prevents or hinders processing, IZOSTAL shall immediately notify the Purchaser and call upon him to deliver the correct material within the period indicated in the call. In case of ineffective expiration of the time limit indicated in the call, IZOSTAL shall have the right to withdraw from the contract for the supply of Goods.
- 6.12. Relevant declarations, approvals and certificates, where required in the Order, shall be sent by IZOSTAL to the Purchaser by e-mail and mail up to 14 days after delivery of the Goods.
- 6.13. Relevant declarations, approvals and certificates are issued in Polish. At the Purchaser's request, the documentation can be prepared in English or German, but this information must be included in the Order.
- 6.14. Material approvals and certificates are not subject to translation; the applicable language is the language of the manufacturer.
- 6.15. If the IZOSTAL product will be used as a construction product in accordance with applicable regulations, the Purchaser is obliged to provide such information in the Order.
- 6.16. Unless otherwise indicated, uncoated steel pipes (black) will be delivered without a temporary coating to provide corrosion protection during storage and transportation. Such pipes are stored in outdoor warehouses and may have corrosion tarnish, which is not grounds for complaint.
- 6.17. Pipes entrusted by the customer after the coating service will be stored in outdoor warehouses and may have corrosion tarnish. Additional protection may be provided if specified in the Order.
- ### § 7 TERMS OF DELIVERY
- 7.1. The terms of delivery of the Goods are derived from the Order Confirmation.
- 7.2. Delivery terms are determined, among other things, based on the INCOTERMS 2020 delivery base indicated in the Order Confirmation.
- 7.3. The Purchaser shall be obliged to pick up the Goods at the time and place specified in the Order Confirmation. In case of delay in acceptance, IZOSTAL shall charge the Purchaser with the costs of transportation and storage of the Goods, in an amount not lower than 0.2% of the gross value of the Goods for each commenced day of storage, and if the delay in acceptance lasts more than 30 days IZOSTAL may additionally withdraw from the contract for delivery of the Goods.
- 7.4. In any case, the person collecting the Goods on behalf of the Purchaser shall be obliged to show the authorization to make the collection, unless it was included in the Order or on a separate document provided to IZOSTAL, and shall be obliged to confirm his personal data by showing an identity document. If the Purchaser provides the means of transportation, the authorization should also indicate the full registration number of the means of transportation (registration number of the truck and trailer or, if there is no trailer, only the registration number of the truck). IZOSTAL has the right to refuse to release the Goods to a person who does not have the Purchaser's authorization or has not confirmed his data. In this case, the second sentence of paragraph 3 above shall apply.
- 7.5. Acknowledgement of collection of the Goods shall be made on a confirmation of release document issued by IZOSTAL, unless IZOSTAL requests an acceptance certificate to be drawn for the respective Goods.
- 7.6. The risk of accidental loss, damage or destruction of the Goods shall pass to the Purchaser upon delivery of the Goods to the Purchaser or to a person or carrier authorized by the Purchaser.
- 7.7. In the case of deliveries made by IZOSTAL to a location outside the IZOSTAL plant, the Purchaser shall ensure that the access roads to the place of unloading guarantee the entry and exit of a vehicle with a load per axle of 20 tons, with a semi-trailer length of up to 14 m and its height of up to 3 m.
- ### § 8 WARRANTY TERMS AND COMPLAINTS
- (subject to the provisions of §9 below)
- 8.1. Unless otherwise agreed by the Parties separately in writing under pain of invalidity, a warranty period of 24 months shall apply, starting from the date of presentation of the Goods for acceptance by the Purchaser.
- 8.2. In connection with the granted quality guarantee, IZOSTAL's liability under the statutory guarantee for defects defined by the provisions of the Civil Code is excluded.
- 8.3. The Purchaser shall be obliged to examine the Goods in terms of quantity and quality immediately after IZOSTAL presents the Goods for collection by the Purchaser.
- 8.4. Complaints relating to quantitative inconsistency of the Goods should be submitted by the Purchaser, under pain of forfeiture of warranty rights, to IZOSTAL immediately after their discovery, but no later than 3 days from the date of presentation of the Goods by IZOSTAL for collection by the Purchaser.
- 8.5. Complaints relating to the quality of the Goods, under pain of forfeiture of warranty rights, should be delivered to IZOSTAL with a detailed description, or photographs of the Goods, immediately after their discovery, but no later than 14 days from the date of presentation of the Goods by IZOSTAL for collection by the Purchaser. The 14-day period indicated in the preceding sentence shall not apply to defects in the Goods that the Purchaser, exercising due diligence, could have detected upon receipt of the Goods. This means that if the Purchaser does not find that the Goods are defective due to failure to inspect them upon receipt or failure to exercise due diligence upon receipt, the Purchaser's right to rectify defects shall be excluded.
- 8.6. IZOSTAL shall have the right to inspect the claimed Goods through its representatives or through an expert appointed by IZOSTAL. In the event of a valid complaint, the cost of these activities shall be borne by IZOSTAL.
- 8.7. If defects in the Goods are identified, any processing, assembly, installation or development of the Goods shall be withheld, under penalty of forfeiture of warranty rights. The Purchaser is obliged to make the Goods available for inspection at the time indicated by IZOSTAL, and to provide the conditions and make available any documents or information necessary for the inspection and determination of the validity or lack of validity of the complaint.
- 8.8. If the Purchaser does not make the claimed Goods available to IZOSTAL in the manner referred to in paragraph 7 above, the complaint shall be treated as unfounded, and the Purchaser shall not be entitled to any claims against IZOSTAL.
- 8.9. After recognizing the legitimacy of the complaint, IZOSTAL shall, in the case of a quantity complaint, supplement the delivery within 14 days of notifying the Purchaser of the acceptance of the complaint, and in the case of a quality complaint, repair or replace the claimed Goods within 30 days of notifying the Purchaser of the acceptance of the complaint, or reduce the price accordingly (the choice of the method of handling the complaint remaining at IZOSTAL's discretion).
- 8.10. The warranty does not cover defects or damage:
- resulting from force majeure, i.e. damage caused by acts of vandalism, acts of war, disasters or cataclysmic events, as well as fire (unless the subject of the contract for delivery of the Goods was the execution of fire protection, the warranty terms of which are agreed individually),

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- which have occurred as a result of natural wear and tear of the coating or its normal aging,
- arising from random events,
- mechanical damage,
- any damage caused by reasons attributable to the Purchaser, especially lack of or improper maintenance, storage or use in a manner inconsistent with the intended use of the Goods and health and safety regulations,
- sediment fouling, accumulation of leaves, branches, mosses, algae and other biological substances;
- leaving the coating that is the subject of the warranty in contact with aggressive chemicals, corroded objects and fumes,
- damages resulting from improper transportation, unloading, storage and installation, if these activities were not within the scope of delivery of IZOSTAL,
- actions of third parties for which IZOSTAL is not responsible,
- design or construction errors of the Technical Documentation provided or accepted by the Purchaser,
- defects in the material entrusted by the Purchaser or used to manufacture the Goods in accordance with the Purchaser's instructions,
- operating environment unsuitable for the Goods,
- poorly selected or designed corrosion protection imposed by the Purchaser,
- improperly prepared surface before painting or applying insulation, in case the preparation is performed by the Purchaser or a company other than IZOSTAL,
- pertaining to Goods in relation to which identification details have been damaged or deleted, or interference with repairs has been made by an entity not authorized by IZOSTAL,
- delivery of Goods damaged, without marking, with marking made on the spot, which is bound to be covered after application of coating,
- in addition, the warranty does not apply to welded assembly joints not made by IZOSTAL, as well as corrosion caused by the conveyed medium,
- with respect to Goods in the form of hot-rolled coil strip, the warranty does not cover the strip from which the pipes were manufactured, qualified by the pipe manufacturer as conforming to the order and delivered to the customer.

**8.11.** The Purchaser shall forfeit its rights under the warranty in the event that any entity other than IZOSTAL makes repairs or alterations or modifications to the Goods without IZOSTAL's prior written consent.

**8.12.** Complaints require written form for their validity. The Parties allow the service of complaints by e-mail.

**8.13.** Neither the discovery of a defect in the Goods nor the initiation of a complaint procedure by the Purchaser shall relieve the Purchaser from the obligation to pay for the Goods.

### § 9 COATING WARRANTY TERMS

**9.1.** IZOSTAL shall be liable under the warranty only for physical defects reducing the protective, usable and technical value of the coating, caused exclusively by its defective workmanship by IZOSTAL, which became apparent under conditions of normal use of the protected elements and with their proper use and operation.

**9.2.** Complaints concerning coating defects, under pain of losing warranty rights, should be delivered to IZOSTAL by e-mail (together with photographs indicating the occurrence of the defect) immediately after their discovery, but no later than 3 days from the date of presentation of the Goods by IZOSTAL for collection.

**9.3.** The provisions of §8 above shall apply mutatis mutandis to the warranty period, warranty exclusion, and complaint procedure.

### § 10 CONFIDENTIALITY

**10.1.** The Purchaser undertakes to ensure the confidentiality of the Confidential Information and its integrity and security, and furthermore to use the Confidential Information only to the extent necessary for the proper execution of the cooperation between the Purchaser and IZOSTAL.

**10.2.** The obligations indicated in paragraph 2 above shall also apply to employees and associates and subcontractors of the Purchaser, in particular those participating in the execution of the contract for the supply of Goods. For the acts or omissions of the persons referred to in the preceding sentence, the Purchaser shall be liable as for its own acts or omissions.

**10.3.** The Purchaser undertakes, in particular, to:

- a) adopt and maintain physical, technical and organizational safeguards to ensure the security, confidentiality and integrity of the Confidential Information, including measures and safeguards to ensure compliance with this confidentiality clause by the persons indicated in paragraph above;
- b) promptly, but no later than the next calendar day, notify IZOSTAL of any breach or material threat to the confidentiality, security or integrity of the Confidential Information;
- c) not to make Confidential Information available to third parties, except with the prior written consent of IZOSTAL or

in the event that the obligation to make such disclosure arises from a mandatory provision of law (in the latter case, the disclosure may be made only to the extent arising from the provision, and the Purchaser is obliged to notify IZOSTAL in writing of the request to the Purchaser for such disclosure by sending the relevant correspondence);

d) upon termination of its cooperation with IZOSTAL, and at any request of IZOSTAL, (i) return any media of Confidential Information or (ii) provide IZOSTAL with a written statement that such media are destroyed in a manner that prevents disclosure of Confidential Information, with the choice of option (i) or (ii) remaining at IZOSTAL's discretion.

**10.4.** If, by virtue of a provision of law, corporate regulations or a contract to which IZOSTAL is a party, IZOSTAL is obligated to maintain special procedures or safeguards regarding Confidential Information, such obligation is also incumbent on the Purchaser.

**10.5.** This confidentiality clause shall apply during the period of the Purchaser's cooperation with IZOSTAL and after its termination, without time constraints.

**10.6.** In the event of violation of the confidentiality clause by the Purchaser, IZOSTAL shall be entitled to demand from the Purchaser a contractual penalty in the amount of PLN 50,000 for each case, which does not exclude the possibility of IZOSTAL claiming damages in an amount exceeding the value of the reserved contractual penalties.

### §11 FINAL PROVISIONS

**11.1.** Whenever the GTS refer to IZOSTAL's right to withdraw from the contract for delivery of the Goods, this right may be exercised by IZOSTAL within 360 days from the occurrence of the event giving rise to the withdrawal and may apply to all or part of the Goods (at IZOSTAL's discretion).

**11.2.** Withdrawal must be in writing under pain of nullity.

**11.3.** In the event that either Party withdraws from the contract for the supply of Goods, IZOSTAL shall be entitled to reimbursement of all costs incurred up to that time and the value of work related to the preparation and execution of the contract for the supply of Goods, as well as remuneration for the Goods delivered to the Purchaser. IZOSTAL shall deliver to the Purchaser an inventory report of costs and works, in order to confirm the amount of costs and progress of the performed work, and the Purchaser shall pay to IZOSTAL an amount corresponding to the amount of such costs and work in accordance with the aforementioned inventory report.

**11.4.** In the event that IZOSTAL exercises its right of withdrawal from the contract for the delivery of the Goods, as provided in the GTS or under the Civil Code, the Purchaser shall have no claims against IZOSTAL.

**11.5.** In the event that IZOSTAL exercises its right to withdraw from the contract for delivery of the Goods for reasons attributable to the Purchaser, as well as in the event that the contract for delivery of the Goods is terminated by the Purchaser for reasons beyond IZOSTAL's control, IZOSTAL may demand from the Purchaser payment of a contractual penalty in an amount equal to 10% of the price for delivery of the Goods indicated in the Order Confirmation. IZOSTAL's entitlement to claim contractual penalty shall not apply to IZOSTAL's withdrawal from the contract for the supply of Goods in the event of the Purchaser's failure to provide monetary performance to IZOSTAL. The stipulation of a contractual penalty provided for in this paragraph shall not preclude IZOSTAL from claiming damages in excess of the value of the stipulated contractual penalty.

**11.6.** These GTS are an integral part of each IZOSTAL offer and each Order Confirmation by IZOSTAL.

**11.7.** Transfer by the Purchaser of any rights or obligations under the contract for the supply of Goods by the Purchaser to a third party (in whole or in part) may be made only with the prior written consent of IZOSTAL.

**11.8.** IZOSTAL shall have the right to transfer to a third party all or part of the claim against the Purchaser.

**11.9.** The invalidity or ineffectiveness of one of the provisions of these GTS shall not affect the validity or effectiveness of other provisions of these GTS. In such a case, the invalid or ineffective provisions shall be replaced by the relevant provisions of law.

**11.10.** Amendments to the GTS come into force through publication on the website: <https://www.izostal.com.pl> and are effective for the Purchaser as of the date of their publication by IZOSTAL on the above website.

**11.11.** In matters not regulated by the GTS, Polish law – in particular, the provisions of the Civil Code – shall apply.

**11.12.** All disputes arising from the contract for the supply of Goods shall be subject to settlement by the common court of the Republic of Poland, at the option of IZOSTAL: (i) with local jurisdiction according to IZOSTAL's registered office, (ii) in Katowice.

**11.13.** The Purchaser shall, on behalf of IZOSTAL, deliver the obligatory legal notice to the Purchaser's employees and persons cooperating with the Purchaser. The GDPR notices are available from [www.izostal.com.pl/spolka/zasady-przetwarzania-danych-osobowych-w-izostal-sa/](http://www.izostal.com.pl/spolka/zasady-przetwarzania-danych-osobowych-w-izostal-sa/)

**11.14.** These GTS do not apply to:

1) transactions with Consumers within the meaning of Article 22<sup>1</sup> of the Civil Code Act of 23.04.1964 (Journal of Laws 2022.1360 i.e., as amended) as well as sales by IZOSTAL S.A.

2) transactions relating to sales by IZOSTAL of products and semi-finished steel products included in the commercial offer of STALPROFIL S.A. in Dąbrowa Górnica, subject to the General Terms of Sale available from: [www.stalprofil.com.pl/warunki-sprzedazy](http://www.stalprofil.com.pl/warunki-sprzedazy).

**11.15.** If the GTS is also prepared in languages other than Polish, in case of discrepancies between the different language versions of the GTS, the Polish language version shall prevail.

Kolonowskie, 01.04.2023