

General conditions of Huta Bankowa Sp. z o.o. sales

/constitute an integral part of the orders confirmed by the Seller/

I. General provisions

1. The expressions used hereinafter in those general sales provisions determine the following:

- The Seller - Huta Bankowa Sp. z o.o.
- The Buyer – purchaser of Huta Bankowa Sp. z o.o. products
- The Parties – The Seller and The Buyer,

II. Orders acceptance.

1. Placing an order by the Buyer and its confirmation by the Seller makes up a condition of sales. The order is being executed under the conditions determined in order confirmation.
2. In case of any changes concerning name, address, tax identification number, the documents confirming such changes should be delivered to Huta Bankowa Sp. z o.o. In case of company transformation into other economic subject, the certificate of taking over/non-taking over of all liabilities and account receivables of the previous company should be delivered to the Seller.
3. Signing of letters of authorization for truck collection:
The orders have to be signed by the authorized persons, in accordance with the extract from National Court Registry / certificate of registration in the economic activity register, Articles of Association (depending on the company ownership status form). It is acceptable for a person, having a written proxy granted by the people authorized to the company representation, to sign such an order. The rules of orders signing concern also the truck collection.
4. The orders and the orders confirmations shall be effective when agreed in writing. The correspondence connected with orders fulfilment may be send also by e-mail.
5. Once the order confirmation has been accepted, the Seller reserves the right to verify the Buyer's financial credibility on the grounds of current cooperation history with the Seller. In case that the Buyer has any arrears to the Seller, the Seller might put the execution of the Buyer's order on hold until the overdue amount is cleared. After the Buyer has paid all the arrears, the Seller will resume the production of the ordered goods and will confirm a new delivery date.
6. In case when, due to the reasons being beyond the Seller's power, he fails to perform the whole agreement or a part of it he is entitled to withdraw from an agreement as a whole or from part of it, within 3 months from the order confirmation, by the way of delivering the appropriate declaration to the Buyer. The Seller bears no responsibility for the possible damage caused by such action.

III. Changes and cancellations concerning order confirmations.

1. The Buyer may change or cancel the confirmed orders only after previous acceptance from the Seller.
2. Any changes of the orders conditions may result in a longer period of its fulfilment.

IV. Title of ownership and responsibility for the goods

1. The Seller reserves the right that a title to the goods supplied shall be only transferred to the Buyer after complete purchase price payment to the Seller.
2. The risk of loss or any damage to the goods is transferred from the Seller to the Buyer in accordance with Incoterms 2000.

V. Price

1. The price for the product shall be specified each time in the order confirmation.
2. The Buyer commits oneself to pay the price within the term specified in the order confirmation, or, when it was not specified there, according to the date provided by the Seller in the invoice.
3. In case when, after the order is confirmed, there occur some exceptional circumstances, justifying an increase in the ordered material prices, and especially an increase in production costs resulting from drastic changes of charge material purchase price (steel semi- products), the Seller is entitled to the appropriate, unilateral increase in product price in relation to the price from the period when the agreement was concluded with an indication of the cause of such an increase. Such increase cannot be higher than real increase of price making factor.
4. The prices quoted by the Seller are net prices which shall be charged by VAT according to the rates being currently in effect.

VI. Terms of payment.

1. Financial security of the transaction (granting a seller credit limit by Huta Bankowa Sp. z o. o.) makes up a condition for starting production and deliveries. In case of neither financial security nor credit limit is stated, the sales may be conducted only on the basis of advance payment.
2. The amount of the security as well as credit limit granted by Huta Bankowa constitutes the maximum level of indebtedness against the Seller.
3. If the buyer delays to pay the purchase price for goods received, the Seller is entitled to suspend the orders fulfilment (together with keeping of the goods) till settlement of all due receivables together with statutory interests shall be made by the Buyer.
4. The payment is deemed to be settled as soon as the money are deposited on the Seller's bank account.
5. A failure to pay the purchase price in the course of agreed due term entitles the Seller to calculate and to demand statutory interests from the Buyer.
6. The Seller has possibility to transfer the debts resulting from the legal relationship with the Buyer to the third person without Buyer's consent.

VII. Goods receipt

1. The metallurgical goods shall be shipped by truck or by rail to the place of destination indicated by the Buyer.
2. The Parties agree that the cost of goods loading for transport shall be borne by the Seller, while the cost of unloading is to be borne by the Buyer, independently who bears the cost of transportation.
3. If the Buyer fails to take over the goods in a due time of 10 days from the date he was noticed that the goods are ready to be collected, the Buyer shall borne the cost of goods storage amounting to 0,1% of the stored goods value for each day of the delay.
4. The ordered goods will be shipped on basis of advise note sent by Buyer to Seller.

VIII. Defects of the goods sold

1. Claims apparent of the goods like quantity shortages or goods quality faults shall be forthwith reported by the Buyer to the Seller without any unreasonable delay after their detection, under the risk of warranty lost.
2. The notification concerning goods defect In order to be effective shall be done in writing. The Buyer commits oneself in it to make the defected goods available to be checked by the Seller on his demand.
3. Placing a complaint by the Buyer does not release him from settlement a payment for the delivery of the goods claimed. The quantity-quality complaint shall be investigated by the Seller within 20 days from its receipt. When the complaint s justified the Seller shall propose the way of handling such a defect.
4. The cost of complaint proceedings shall be born in full by the Buyer if the complaint shall be deemed unjustified. If the complaint is deemed justified such costs shall be borne by the Seller.

General conditions of Huta Bankowa Sp. z o.o. sales validity from 01.07.2014.

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