



GENERAL TERMS OF SALE

HUTA BANKOWA Sp. z o.o.

1. Definitions

Whenever these General Terms of Sale (hereinafter referred to as: GTS), are referred to:

- a) **Seller** – shall mean Huta Bankowa Sp. z o.o. with its registered office in Dąbrowa Górnicza.
- b) **Buyer** – shall mean any contracting Party of the Seller to whom the Seller sells products or services.
- c) **Order** – shall mean an order placed by the Buyer on the basis of a Commercial Offer. Such an order is not binding for the Seller until the Order is confirmed.
- d) **Agreement** – shall mean an individual agreement concluded between the Seller and the Buyer concerning the sale of products or services by the Seller or concluded as a result of Order Confirmation by the Seller.
- e) **Order Confirmation** – shall mean the Seller's written confirmation of the Order placed by the Buyer.
- f) **Commercial Offer** – shall mean an invitation by the Seller to the Buyer to negotiate. The commercial offer does not constitute an offer within the meaning of the Civil Code.
- g) **Subject of the Agreement** – shall mean the products or services specified in the Agreement or in the Order Confirmation.
- h) **GTS** – shall mean these General Terms of Sale of Huta Bankowa Sp. z o.o.
- i) **Chain Transaction** – shall mean that the Seller takes part in a transaction in which several entities deliver the same goods in such a way that the Seller delivers the goods directly to the last Buyer in order. In this case, the supply of goods shall be deemed to have been effected by each of the Parties involved in the operations, by a single mode of transport.
- j) **Written Form** – shall mean the submission of a declaration in a document bearing the handwritten signature of the person making it. Whenever the provisions of the Agreement, the GTS or the agreement concluded through Order Confirmation require the Written Form, it shall be deemed reserved under pain of nullity. The requirement of Written Form shall also be satisfied by the service of a document, drawn up in accordance with the requirements referred to in the first sentence above, by e-mail.

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- k) **Incoterms** – shall mean the International Commercial Terms published by the International Chamber of Commerce with its headquarters in Paris in the 2020 version or the version current as of the date of conclusion of the Agreement or Confirmation of Order
- l) **Quantity Defect** – shall mean inconsistency of the quantity of the Subject of the Agreement with the quantity resulting from the Agreement or Order Confirmation, subject to exceptions resulting from the GTS.
- m) **Quality Defect** – shall mean that the Subject of the Agreement does not possess the characteristics resulting from the Agreement or the Order Confirmation

2. General Provisions.

2.1. Unless the Parties decide otherwise in the Agreement or in the Order Confirmation, the provisions of the GTS shall apply to any Agreements concluded by the Seller and any Order Confirmations submitted by the Seller, as well as Commercial Offers.

2.2. The Parties confirm that the use of the provisions of the GTS in commercial relations between them has been accepted as a result of placing an Order by the Buyer and Order Confirmation by the Seller or as a result of concluding an individual Agreement.

2.3. The content of the GTS is available on the website: http://hutabankowa.pl/ws_en2.pdf, in a manner allowing for downloading and storing.

2.4. The language applicable to the GTS is Polish. Other language versions are translations and serve only for mutual communication between the Seller and the Buyer.

3. Scope of Application.

3.1. The provisions of the GTS constitute an integral part of each Agreement, including those concluded on the basis of Order Confirmation, and are applicable in matters not regulated in the Agreement or Order Confirmation.

3.2. In the case of discrepancies between the terms and conditions agreed by the Parties in the Agreement or Order Confirmation and the GTS, the terms and conditions agreed by the Parties in the Agreement or Order Confirmation and then the GTS shall apply first.

3.3. The use of model agreements, terms and conditions of purchase or other documents of the same nature by the Buyer is excluded.

4. Agreement.

4.1. Any Commercial Offers made to the Buyer by the Seller shall only constitute an invitation to negotiate. An order made by the Buyer on the basis of such an offer does not oblige the Seller to supply products or services and to conclude an Agreement or Confirmation of Order.

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4.2. An agreement shall be deemed concluded only after it has been drawn up and signed by the Seller and the Buyer or after the Order has been confirmed by the Seller, provided that the Order and the Order Confirmation are made in writing.

4.3. The Order Confirmation shall be deemed accepted by the Buyer unless the Buyer raises any written objections within 5 working days from the date of its dispatch by the Seller. If the Buyer raises objections within the period referred to above, both the Order and the Order Confirmation shall cease to be binding and the sale of the products or services shall require the conclusion of an individual Agreement, unless the Seller amends the Order Confirmation.

4.4. Confirmation of the Order may be made electronically to the Buyer's e-mail address or in writing.

5. Subject of the Agreement, Term and Conditions of Delivery.

5.1. Object of Sale.

5.1.1. The Agreement or Order Confirmation shall include the following (if relevant to the nature of the product or service):

- a) price and payment terms,
- b) the desired quantity or tonnage (including the weight tolerance),
- c) technical conditions of performance (standards or other technical specifications, grades, dimensions, requested tests, approvals, inspection certificates, optional requirements),
- d) acceptance conditions (additional – optional – tests, method of marking, type of certificate of acceptance, conditions for external acceptance, if any, certificates and declarations required),
- e) legislation relating to the good or service (national legislation or legislation of the country of destination, the requirements of which the product or service is intended to satisfy),
- f) delivery terms,
- g) delivery date,
- h) other conditions.

5.1.2. The weight and quantity of the Subject of the Agreement, depending on the means of transport, should be confirmed by the following documents:

- a) in the case of domestic road transport – a WZ (external issue) document, a dispatch note or a dispatch advice note confirmed by the consignee or the carrier and the Seller's representative.
- b) in case of international road transport – CMR document and shipping specification, confirmed by the carrier and the Seller's representative.

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c) in case of transport by sea or river – FCR loading document, Bill of Lading, etc. issued by the carrier and confirmed by a representative of the Seller

d) in case of railway transport – waybill confirmed by the railway carrier and the Seller's representative.

5.1.3. In the case of sales settled according to the theoretical weight, the weight of the Subject of the Agreement specified in the documents referred to in section. 5.1.2 letters a – d of the GTS are for recording purposes only and may not constitute the basis for quantitative complaints referred to in section 6.5.4 of the GTS

5.2. Delivery Date.

5.2.1. The date of delivery of the Subject of the Agreement shall be specified in the Agreement or in the Order Confirmation. The Seller undertakes to exercise due diligence so that the delivery of the Subject of the Agreement takes place within the time limits agreed with the Buyer.

5.2.2. The Seller shall not be liable for damage resulting from delay in delivery of the Subject of the Agreement, unless the delay is due to intentional fault or gross negligence of the Seller. The Seller's liability is always limited to the amount of the payment received from the Buyer.

5.2.3. The Buyer shall have the right to withdraw from the Agreement due to a delay in the delivery of the Subject of the Agreement. The statement of withdrawal shall be preceded by setting the Seller an additional period of at least 30 days or any other period agreed by the Parties. The ineffective lapse of the additional period referred to above shall entitle the Buyer to submit a declaration of withdrawal from the Agreement, which shall be in writing.

5.3. Delivery Terms.

5.3.1. The delivery terms shall be specified in the Agreement or Order Confirmation. Unless otherwise agreed by the Parties in writing, delivery shall be deemed to take place at the Seller's factory in accordance with the FCA Incoterms.

5.3.2. The Seller shall be obliged to notify the Buyer of the date on which the Subject of the Agreement shall be ready for collection (the notification made by the Seller may be in any form chosen by the Seller, including in particular: by post or e-mail). The place of collection shall be specified in the Agreement or Order Confirmation.

a) in the case of delivery in accordance with the FCA Incoterms rule, the Buyer shall be obliged to collect the Subject of the Agreement within 7 working days from the date of sending the aforementioned notification unless the Parties agree on another date.

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b) in the case of delivery in accordance with the CPT Incoterms, DAP Incoterms rules or delivery in which transport is ensured by the Seller, the Buyer is obliged to indicate to the Seller the date of collection of the Subject of the Agreement, which may not exceed 14 working days from the date of sending the aforesaid notice, unless the Parties agree on another date.

5.3.3. In the event that the Buyer fails to fulfil its obligation to take delivery of the Subject of the Agreement, the Seller may at its discretion:

a) deliver the Subject of the Agreement for the account and at the risk of the Buyer to the place specified in the Agreement or Order Confirmation

b) sell the Subject of the Agreement for the account of the Buyer, after setting the Buyer an additional period of 7 days for acceptance. The Seller shall immediately notify the Buyer of the sale.

c) withdraw from the Agreement and dispose of the Subject of the Agreement at its own discretion if the ownership of the Subject of the Agreement has not been transferred to the Buyer, and charge the Buyer with a contractual penalty amounting to 10% of the Agreement value. The right of withdrawal shall be exercised within 30 days from the expiry of the period referred to in section 5.3.2. of the GTS and requires a declaration in writing. In connection with the exercise of the right of withdrawal by the Seller, the Buyer shall not be entitled to any claims, including compensation claims. The contractual penalty shall be due to the Seller irrespective of the amount of the damage and the fact that it was incurred.

5.3.4. Unless the Agreement or Order Confirmation states otherwise, the Seller, in agreement with the Buyer, may deliver the Subject of the Agreement (as a whole or in parts) to the Buyer earlier than the time limit resulting from the Agreement or Order Confirmation. In this case, the Seller shall be entitled to invoice the deliveries on dates that correspond with the actual delivery dates.

5.3.5. If the Seller is responsible for the delivery of the Subject of the Agreement on the basis of the Agreement or the Order Confirmation, the Seller shall have the right to deliver the Subject of the Agreement at an earlier time than the time limit resulting from the Agreement or the Order Confirmation after prior notification of the Buyer of the delivery time (the Seller's notification may be given in any form chosen by the Seller, including in particular by post or e-mail).

5.3.6. The delivery date shall be deemed to have been met by the Seller if the Seller reports readiness for acceptance of the Subject of the Agreement on the agreed date, even if actual acceptance of the Subject of the Agreement occurred later for reasons beyond the Seller's control.

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5.3.7. The Seller shall have the right to charge the Buyer with a contractual penalty in the event of the Buyer's delay in collecting the Subject of the Agreement exceeding 10 working days from the lapse of time limits referred to in section 5.3.2. of the GTS. The contractual penalty shall be each time charged by the Seller in the amount of 0.1% of the total value of the Subject of the Agreement submitted for acceptance for each consecutive commenced day of delay regardless of the amount and fact of incurring the damage and regardless of the Seller's rights referred to in section 5.3.2. of the GTS.

5.4. Packaging.

Unless the Agreement or Order Confirmation states otherwise, the Seller undertakes to prepare the Subject of the Agreement for dispatch and/or deliver the Subject of the Agreement in accordance with the terms and conditions specified in the Agreement or Order Confirmation or, failing that, in accordance with the Seller's rules for loading and preparation of the Subject of the Agreement for dispatch.

5.5. Quantity.

5.5.1. The weight or quantity of the delivery shall be accepted with a tolerance of up to +/- % of the weight or quantity specified in the Agreement or Order Confirmation. The price payable to the Seller shall be calculated based on units of measure, weights or pieces and unit prices of the products.

5.5.2. The weight or quantity of the products indicated on the Seller's shipping document shall be final and binding on the Buyer unless the Buyer notifies the Seller of the discrepancies within 7 days of receipt of the Subject of the Agreement and allows the Seller to examine the weight or quantity of the Subject of the Agreement. Until the weight or quantity of the subject of the Agreement has been examined, the Buyer shall not be permitted to use or dispose of the subject of the Agreement, otherwise the weight or quantity resulting from the Seller's shipping documents shall be deemed correct.

5.5.3. Discrepancies in the weight or quantity of the delivered Subject of the Agreement exceeding that specified in section. 5.5.1 The GST tolerance shall not constitute a breach of the provisions of the Agreement or Order Confirmation and shall not entitle the Buyer to refuse to accept the Agreement Subject.

In this case, the Buyer shall be entitled to a partial refund or supplementary delivery, as the case may be, at the Seller's discretion, who shall amend the Agreement or the Order Confirmation to this effect. No change to the Agreement or Order Confirmation shall require the Buyer's consent.

5.6. Claims.

Possible claims of the Buyer concerning the delivered Subject of the Agreement shall not release him from the obligation to accept and pay for the next delivery. The Buyer's right to offset claims in such a case is excluded.

6. Defects in the Subject of the Agreement and Warranty.

6.1. Quality Control.

6.1.1. The Subject of the Agreement shall be subject to Seller's quality control to the extent consistent with the Agreement or Order Confirmation. The Subject of the Agreement shall be deemed to be in accordance with the Agreement or the Order Confirmation if the examinations and tests carried out by the Seller, in accordance with the scope resulting from the Agreement or the Order Confirmation, do not reveal non-conformities or defects.

6.1.2. The Buyer and Seller may agree on additional scope of quality control.

6.2. Defects in the Subject of the Agreement

6.2.1. The Buyer shall be obliged to examine the Subject of the Agreement after delivery. The Buyer shall be deemed to have accepted the Subject of the Agreement in terms of quality, size, type and other features that can be visually inspected during inspection and acceptance of the Subject of the Agreement unless the Buyer:

- a) within 7 calendar days of delivery of the Subject of the Agreement, shall notify the Seller in writing of a Quality Defect in the Subject of the Agreement and
- b) shall enable the Seller to examine the Agreement.

6.2.2. The Buyer shall be deemed to have accepted the delivery of the Subject of the Agreement in terms of quantity, unless the Buyer notifies the Seller in writing of a quantitative defect in the Subject of the Agreement within 7 calendar days from the delivery of the Subject of the Agreement.

6.2.3. In the case of a Quality Defect that was not discovered during the inspection and acceptance of the Subject of the Agreement, the Buyer shall be obliged to notify the Seller of the defect within 14 days from its discovery.

6.3. Application/Suitability of the Subject of the Agreement.

6.3.1. The Buyer shall be solely responsible for assessing the suitability of the Subject of the Agreement for a given application, before using it or combining it with another product.

6.3.2. The Seller's liability for the suitability of the Subject of the Agreement for the given application shall be excluded.



6.3.3. The use of the Subject of the Agreement in conditions requiring special characteristics and tests not provided for in the Agreement or the Order Confirmation shall be at the Buyer's sole risk and cannot be the subject of any claim. The Seller's liability in such a case is excluded.

6.4. Warranty and Complaint Procedure.

6.4.1. The provisions of the Civil Code on the Seller's liability for defects (warranty) are excluded.

6.4.2. The Seller shall be liable for defects in the goods (warranty) for a period of 24 months from the date of delivery, in accordance with the GTS.

6.4.3. Complaint in the event of a Quantity Defect.

6.4.3.1. The Buyer shall be obliged to notify the Seller of the Quantitative Defect in writing within the time limit indicated in section 6.2.3. of the GTS. A notification made after the deadline entitles the Seller to refuse to consider the complaint. The Buyer shall then not be entitled to any claims against the Seller, including claims for damages.

6.4.3.2. A notification of a quantitative defect must contain an indication of the quantity of the Subject of the Agreement delivered to the Buyer, and in the event that the quantity of the Subject of the Agreement is determined by weight, also the documents confirming the execution of the weighing, together with the designation of the device and its legalization.

6.4.3.3. A complaint shall be considered by the Seller within 14 days of its receipt, however, if for reasons beyond the Seller's control, entities participating in the forwarding or transport process fail to provide relevant information or documents, the deadline for considering the quantity complaint shall be extended accordingly, of which the Seller shall notify the Buyer.

6.4.3.4. In the case of confirmation of a Quantity Defect, the Seller shall accept the complaint and within the first possible time, at his own expense, deliver the missing quantity of the Subject of the Agreement. Delivery shall take place as specified in the Agreement or Order Confirmation.

6.4.4. Complaint in the event of a Quality Defect.

6.4.4.1. The Buyer shall be obliged to notify the Seller of the Quality Defect in writing within the time limit indicated in section 6.2.4. of the GTS. A notification made after the deadline entitles the Seller to refuse to consider the complaint. The Buyer shall then not be entitled to any claims against the Seller, including compensation claims, and the Seller's liability for defects of the subject of the Agreement shall be excluded.

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6.4.4.2. The Notice of Quality Defect must include:

- a) the name and designation of the Subject of the Agreement;
- b) the quantity of defective Subject of the Agreement;
- c) a detailed description of the defect, in relation to the conditions under the Agreement or Order Confirmation, together with photographic documentation and test results, if any
- d) the circumstances in which the defect was discovered
- e) the place where the Subject of the Agreement is stored

6.4.4.3. The complaint shall be considered by the Seller within 30 days of its receipt, subject to section 6.4.4.4. of the GTS. If the notice of defect does not contain all the information according to section 6.4.2.2. of the GTS or the information is incomplete, the Seller shall call the Buyer to supplement the notification. The summons shall suspend the time for consideration of the complaint until the Buyer presents all the information making it possible to assess the complaint by the Seller.

6.4.4.4. The Buyer shall be obliged to allow the Seller to examine the Subject of the Agreement. For this purpose, the Seller may take samples or oblige the Buyer to take samples and deliver them to the Seller. The Seller shall be entitled to carry out all tests it deems necessary to assess the existence of a Quality Defect. The Buyer may not evade his obligation to allow inspection of the Subject of the Agreement even if the Subject of the Agreement has been combined with another item or is located at a third party's premises, unless the Seller releases the Buyer from this obligation. The Buyer shall be responsible for allowing the Seller to examine the item at the third party's premises. If the Buyer fails to perform or improperly performs the obligations referred to in Section 6.4.4.4. of the GTS within 60 days, the Seller shall have the right to reject the complaint without considering it in its merits. If it is necessary for the Seller to carry out tests or other additional activities, the time limit for handling the complaint shall be suspended until the Seller has examined the Subject of the Agreement.

6.4.4.5. The Buyer is obliged to cooperate with the Seller in the complaint process. All damages and costs resulting from the lack of cooperation shall be borne by the Buyer.

6.4.4.6. In the case of confirmation of the existence of a Quality Defect for reasons for which the Seller is responsible, the Seller may at his discretion:

- a) repair the Agreement as soon as possible or
- b) replace the Subject of the Agreement with a defect-free one as soon as possible or
- c) give the Buyer an appropriate discount (reduce the price in relation to the defect to the exclusion of further claims) or



d) refund the price paid. In such a case, the Buyer, upon the Seller's request, shall be obliged to return the Subject of the Agreement immediately, but no later than within 21 days from the date of receiving the request. A defective Subject of the Agreement that is subject to return must be delivered in a manner that ensures no damage or destruction.

6.4.4.7. If it is not possible for the Seller to perform any of the obligations set out in section 6.4.4.6. of the GTS, the Buyer shall be entitled to withdraw from the Agreement.

6.4.4.8. Until the complaint procedure has been completed, the Buyer is not allowed to use or dispose of the Subject of the Agreement. The Buyer shall be obliged to protect the Subject of the Agreement against loss or destruction.

6.4.4.9. Notification of defects in the Subject of the Agreement shall not relieve the Buyer of its obligation to pay for the Subject of the Agreement in accordance with the Agreement or the Order Confirmation.

6.4.5. In the case of confirmation of the existence of defects in the Subject of the Agreement, the costs of the complaint procedure shall be borne by the Seller. If the existence of defects is not confirmed, the costs of the complaint procedure shall be borne in full by the Buyer.

7. Seller's Liability.

7.1. In the case of damage to the Buyer incurred as a result of non-performance or improper performance of the Agreement by the Seller, the Buyer shall be entitled only to the compensation specified in the Agreement or Order Confirmation.

7.2. If the Seller performs any of the obligations set out in section 6.4.1.4. or section 6.4.2.6. of the GTS, further liability towards the Buyer, including indemnity, shall be excluded, except for liability for damage caused to the Buyer intentionally by the Seller.

7.3. The Seller shall not be liable for indirect damage, such as in particular: the Buyer's business undertakings with third Parties or the Buyer's production undertakings, as well as for damage suffered by third Parties, except for cases expressly stated in the Agreement or Order Confirmation.

7.4. The Seller shall only be liable for personal damage caused by the Subject of the Agreement if it is proven that such damage was caused by the Seller's wilful misconduct or gross negligence.



7.5. The Seller shall not be liable for damage to property caused by the Subject of the Agreement being in the possession of the Buyer or a third party, or for damage to products manufactured by the Buyer or a third party, or to products to which the Subject of the Agreement has been incorporated or with which the Subject of the Agreement has been combined, unless the manner of use of the Subject of the Agreement has been specified in the Agreement or Order Confirmation and the Seller has expressly confirmed in the Agreement or Order Confirmation that the Subject of the Agreement meets the conditions permitting its use (intended use) in accordance with the Agreement or Order Confirmation.

7.6. The Seller shall be entitled to claim compensation from the Buyer if, due to circumstances on the part of the Buyer, he incurs liability towards a third party for damage to property or to person.

7.7. The Seller's total liability for claims arising from the Agreement or Order Confirmation shall be limited to the price for the Agreement subject specified in the Agreement or Order Confirmation.

8. Force Majeure.

8.1. Force Majeure shall mean any unforeseeable circumstances that may arise in connection with the performance of the provisions of the Agreement or the Order Confirmation, independent of the Seller and the Buyer, such as fire, flood, earthquake, strike, war, mobilisation, hostilities, revolution, terrorist attack, confiscation of property, general shortage of raw materials, energy or unavailability of means of public transport, failures at the Seller's plant, embargo, epidemic, pandemic. In the event of Force Majeure, the Seller shall be released from its obligations under the Agreement or the Order Confirmation in whole or in part, as well as from its obligations as regards the time of delivery of the Subject of the Agreement if the circumstances of Force Majeure render it wholly or partially unable to perform the Agreement or the Order Confirmation.

8.2. If, as a result of Force Majeure, the Seller is unable to fulfil its obligations under the Agreement or Order Confirmation, it shall be obliged to notify the other party of the Force Majeure circumstances. If the duration of the Force Majeure exceeds 6 months, the Seller shall be entitled to terminate the Agreement without notice and shall be released from liability for non-performance or improper performance of the Agreement or the Order Confirmation.



9. Payment Terms.

9.1. Payment of the Price.

9.1.1. The price and terms of payment, including the deadline, shall be specified in each Agreement or Order Confirmation.

9.1.2. The price is always quoted net and will be increased by the value of VAT.

9.1.3. The price is determined on the basis of FCA Incoterms Huta Bankowa unless otherwise stipulated in the Agreement or the Order Confirmation.

9.1.4. In the event of a change in charges and costs – affecting the price, which is independent of the Seller and which arises between the conclusion of the Agreement and the delivery of the products, the Seller shall be entitled to change the price to an appropriate extent. A price change requires the consent of the Buyer. If the Buyer does not agree to the price change, the Seller shall be entitled to withdraw from the concluded Agreement, without incurring any liability and costs related to withdrawal from the Agreement.

9.1.5. Payment of the price shall be deemed to have been made on the date on which the Seller's bank account is credited with the full amount of payment, in the currency specified on the invoice. The Buyer shall not have the right to set off all or part of the price against any claim of the Buyer, unless the Buyer's claim has been confirmed by a final and binding decision of a common court of law or arbitration.

9.1.6. The Seller shall have the right to require the Buyer to pay an advance or deposit on account of the performance of the subject of the Agreement or to provide a payment security, e.g. a bank or insurance guarantee.

9.1.7. The Seller shall have the right to require the Buyer to pay the total price in advance (prepayment), before the performance of the Subject of the Agreement.

9.1.8. If the Buyer is obliged to pay an advance or deposit or to make a prepayment, non-payment within 3 working days from the date specified in the Agreement or Order Confirmation shall entitle the Seller to withdraw from the Agreement, without setting an additional time limit for payment to the Buyer. The Seller may exercise the right of withdrawal within 14 days, from the date of expiry of the deadline for payment of the advance or deposit, by submitting a written statement to the Buyer. In the case of withdrawal from the Agreement, the Seller shall not be liable for any damage to the Buyer resulting from the withdrawal.



9.2. Consequences of Non-payment of the Price.

9.2.1. After expiry of the deadline for payment set out in section 9.1.1. The Seller shall have the right to charge interest at the rate specified in the Agreement or Order Confirmation for the period from the due date of the monetary performance to the date of payment. If the Agreement or the Order Confirmation do not specify the amount of interest for delay, the Buyer shall be obliged to pay interest at the amount resulting from currently applicable regulations.

9.2.2. In the event of a delay in payment, the Seller shall furthermore be entitled, after prior notice to the Buyer and the expiry of the set grace period, to

- a) withhold deliveries under any Agreement or Order Confirmation entered into with the Buyer or vary the terms of delivery at its sole discretion;
- b) all payments under the Agreement or the Order Confirmation shall be due on expiry of the prescribed period.

9.2.3. The Seller may suspend performance of its obligations under the Agreement or the Order Confirmation, or terminate the Agreement without notice, or waive performance of the Order Confirmation, or withdraw from the Agreement and charge the Buyer with a contractual penalty equal to 10% of the Agreement value, if after conclusion of the Agreement or the Order Confirmation it turns out that the Buyer cannot fulfil its material obligations, e.g. due to loss of liquidity, loss of creditworthiness, lack of an adequate insurance limit, or in the event of improper conduct of the Buyer in preparing performance of the Agreement or the Order Confirmation, as well as in the event of improper conduct in preparing performance of the Agreement or the Order Confirmation, as well as in the event of improper conduct of the Buyer in preparing performance of the Agreement or the Order Confirmation. In the event when, after conclusion of the Agreement or Confirmation of Order, it turns out that the Buyer cannot fulfil its material obligations, e.g. due to loss of liquidity, loss of creditworthiness, lack of an adequate insurance limit or in the event of improper conduct of the Buyer in preparation for performance of the Agreement or Confirmation of Order. The contractual penalty shall be due to the Seller irrespective of the amount of the damage and the fact that it was incurred. The right of withdrawal may be exercised by the Seller within 30 days from the date on which he becomes aware of the circumstances justifying it. The right of withdrawal shall be exercised by a declaration of the Seller to the Buyer in writing.



9.2.4. If the Seller has delivered the Subject of the Agreement before the circumstances described in section 9.2.3. The Buyer may, at its own discretion, suspend further delivery of the Subject of the Agreement until the Buyer secures the payment, or terminate the Agreement without notice period, or waive the obligation to execute the Order Confirmation, or withdraw from the Agreement and charge the Buyer with a contractual penalty amounting to 10% of the Agreement value. The contractual penalty shall be due to the Seller irrespective of the amount of the damage and the fact that it was incurred. The right of withdrawal may be exercised by the Seller within 30 days from the date on which he becomes aware of the circumstances justifying it. The right of withdrawal shall be exercised by a declaration of the Seller to the Buyer in writing.

9.2.5. The Seller's rights referred to in sections 9.2.3. and 9.2.4. of the GTS, expire at the moment when the Buyer has paid the price in full.

10. Property Rights.

10.1. Ownership of the Subject of the Agreement shall pass to the Buyer when the price under the Agreement or the Order Confirmation is paid in full. In the event that the Subject of the Agreement is handed over to the Buyer before the price is paid, the Buyer shall be obliged to store the Subject of the Agreement in a manner making it possible to establish that it is the Seller's property. In the case of partial deliveries, ownership of the Subject of the Agreement shall pass to the Buyer upon payment of the full price for the partial delivery.

10.2. In the event of the Buyer's delay in payment of the price under the Agreement or the Order Confirmation, or in the event that enforcement proceedings are initiated against the Buyer, or an application is filed for the initiation of bankruptcy or restructuring proceedings, or in the event of the Buyer's obligations becoming difficult or impossible to perform, notwithstanding the rights provided for in section 9.2. of the GTS, the Seller may demand return of the whole or part of the delivered Subject of the Agreement. The Buyer shall be obliged to make the return immediately, no later than within 5 days from the day of receiving the Seller's call, under pain of charging the Buyer with a contractual penalty in the amount equal to the value of the subject of the Agreement, which is the subject of the return.

11. Notices.

11.1. Notices shall be served on the other party by post, courier or electronic mail. Notices given by any other means will be ineffective unless acknowledged by the other party.

11.2. The Buyer shall be obliged to immediately notify the Seller of any change of the registered office, company, legal form of business and address for delivery of correspondence, including e-mail address. Failure to give notice shall mean that service by the Seller in accordance with the last data received from the Buyer shall be deemed correct and effective.

12. Export Clause.

12.1. The Buyer being an EU contracting party is obliged, when concluding the Agreement or submitting the Order, to inform the Seller about the planned export of the subject of the Agreement from the country of the Seller's registered office outside the European Union market, submitting an appropriate statement to that effect.

12.2. The Buyer, being an EU or non-EU contracting party, shall be obliged when concluding the Agreement or submitting the Order to notify the Seller about any planned export of the Subject of the Agreement from the country of the Seller's registered office, within one transport to another country within the European Union or outside the European Union market, within a Chain Transaction, by submitting an appropriate statement to that effect.

12.3. In the event that the Buyer, having its registered office outside the Seller's country, will export the subject of the Agreement directly from the country of the Seller's registered office, the Buyer is obliged to notify the Seller of this fact, providing details of the customs agent who will perform customs formalities on behalf of the Buyer, in order to provide the Seller with copies of all documents confirming export and delivery of the subject of the Agreement to a third country. The electronic document received from the ICT system for handling export declarations must contain data from which the identity of the Subject of the Agreement being supplied and exported can be derived.

12.4. Buyer having its registered office in a country of the European Union, outside the Seller's national territory, exporting the Subject of the Agreement according to the FCA rule (Incoterms 2020 or valid at the time of export – receipt by the Buyer) and in the case referred to in sections 12.2. and 12.3. of the GTS, is obliged to provide a copy of a document from which the delivery of the Subject of the Agreement to another EU country (export outside the territory of Poland) will result.

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12.5. If the Buyer fails to fulfil his obligations under sections 12.2 and 12.3. of the GTS, the Seller shall charge the Buyer with costs incurred on account of public and criminal charges.

12.6. Re-export by the Buyer, concerning the Subject of the Agreement supplied by the Seller and subject to dual-use export control regulations, shall only be possible with the written consent of the Seller and the competent authorities.

13. Salvatory Clause.

In the event that one or more provisions of the GTS or the terms and conditions of the Agreement or the Order Confirmation or a part thereof prove invalid or unenforceable, the remaining part of the GTS, the Agreement or the Order Confirmation shall continue to be binding. The Parties shall immediately undertake efforts to replace the invalid or unenforceable terms of the GTS, the Agreement or the Order Confirmation with terms which are legal and enforceable. These terms should be as close as possible to the previously agreed terms or provisions.

14. Applicable Law.

The Agreement or the Order Confirmation shall be governed exclusively by Polish law. The application of the UN Convention on Agreements for the International Sale of Goods (Vienna Convention) is excluded.

15. Settlement of Disputes.

15.1. All disputes arising during the term of or in connection with the Agreement or Order Confirmation which are not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Polish common courts having jurisdiction over the registered office of the Seller.

15.2. The submission of a dispute to the jurisdiction of courts other than those listed in section 15.1 is excluded of the GTS, even if such a possibility would result from legal provisions, including international law.

16. Changes and Additions.

Any and all amendments and supplements to the Agreement or the Order Confirmation shall be valid in writing under pain of nullity.

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17. Compliance with Company Secrets.

17.1. The Parties are obliged to keep confidential the provisions of the Agreement, the Order and the Order Confirmation, all information and data to which they will have access in connection with their conclusion and performance, in particular with regard to the agreed prices, obligations of the Parties, terms of payment and performance security of the Agreement or the Order Confirmation, guarantees granted, discounts and problems arising. The obligation of confidentiality is unlimited in time.

17.2. The Parties shall not be bound by an obligation of confidentiality if the disclosure of the information and data referred to in section 17.1. is made at the request of a court, tribunal, administrative authority or other governmental entity or body and is in accordance with the law. The Parties shall notify each other of any request for disclosure.

PREZES ZARZĄDU
Piotr Tupta

