

These General Terms and Conditions of Purchase ("GTCP") shall constitute an integral part of every order placed by Akrostal Sp. z o.o. ("Buyer").

Confirmation of an order, commencement of its performance, commencement of production, shipment of goods, delivery of goods, or any other action undertaken by the Seller in connection with the order shall constitute full and unconditional acceptance of these GTCP.

These GTCP shall exclusively govern the contractual relationship between the Buyer and the Seller.

Any general terms and conditions, sales conditions, delivery conditions or other standard contractual terms of the Seller are hereby expressly rejected and shall not apply to the contract, even if the Buyer does not expressly object to such terms.

Any reference by the Seller to its own terms and conditions in quotations, order confirmations, invoices, shipping documents or any other document shall be ineffective and shall not incorporate such terms into the contract.

In the event of any conflict between the Seller's terms and these GTCP, these GTCP shall prevail.

The application of any of the Seller's terms and conditions shall require the prior express written consent of the Buyer, signed by a duly authorized representative of Akrostal Sp. z o.o.

I. General requirements

Delivery time: as stated in the order

In a case of delay:

- any additional costs caused by the delay must be covered by supplier (i.e. customer tax and law obligation, transport, port and storage costs),

- Akrostal has the right, at its sole discretion, either to cancel the remaining part of the order or to reduce the value of the remaining undelivered goods by 2.5% for each commenced week of delay.

Delivery terms: as stated in the order

Payment terms: as stated in the order

Additional requirements due to sanction posed on Russia – materials do not originate in Russian Federation

II. Legal regulations

The prices specified in the order are fixed and shall not be increased. The buyer, at his expense, has the right to entitle an independent inspector to conduct quality inspection of the goods. Shall any quality defect be detected, the Seller is not allowed to ship the material to the Buyer and must bear the costs of inspection. Quality/Quantity/Weight discrepancy and claim: in case quality and/or quantity are found by the Buyer to be not in conformity with the contract after the arrival of the goods to the port of destination, the Buyer may lodge a claim with the Seller. Rejection of the claim by the Seller has to be supported by the survey report issued by an independent inspection organization agreed upon by both Parties, with the exception however, of those claims for which the insurance company and/or the shipping company are to be held responsible. Claim for quality discrepancies shall be submitted by the Buyer within 3 years after the arrival of the goods to the port of destination. The Seller shall reply to the buyer within 30 days after receipt of the notification, if not, the claim is treated as accepted. The material that cannot be sold due to large discrepancies is going to be at Sellers disposal: either to be sent to the scrap yard or to be sent back to the Seller, both at Seller's cost. The seller has to pay back 100% of the invoice value to the Buyer in this case. All disputes shall be settled in ICC International Court of Arbitration in Paris, France at the basis of United Nations Convention of Contract for the International Sale of Goods (Vienna, 1980)

Confirmation of the order or dispatch of the goods by the Seller constitutes acceptance of the order and concludes the contract on the terms set out by the Buyer, irrespective of whether the Seller returns a signed copy of the order. The Seller's terms and conditions are expressly rejected and shall not apply, even if the Buyer does not separately object to such terms and conditions.