

ISD TRADE SP. Z O.O. SP. K. GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

- a) General Terms And Conditions of Sale, as set out hereinbelow, are constituting an integral part of the agreement between the Seller and the Buyer – executed whether in the form of a written contract, or a confirmed purchase order ("Agreement").
- b) In case provisions of the Agreement do not fully comply herewith, provisions set out individually in the Agreement take precedence and are binding for both Parties.
- c) All amendments and supplements to the Agreement shall be agreed by both Buyer and Seller in writing, under the pain of nullity.

2. SUBJECT OF SALE

- a) The subject of sale, i.e. in particular type and quantity of the product with weight tolerance, detailed technical specification, mechanical properties of the product, requested tests, clearances, inspection certificates, price, payment conditions and time of delivery shall be precisely specified in the Agreement.
- b) Weight of consignments shall be confirmed with the following documents, depending on means of transportation:
 - by rail: rail of waybill stamped by Polish State Railways (PKP) with a stamp of the shipping department of the producer (ISD Huta Częstochowa sp. z o.o.)
 - by truck: CMR stamped by the independent representative of the carrier and the person responsible for weighing goods at the mill (ISD Huta Częstochowa sp. z o.o.)
 - by sea (vessel/ferry): Forwarder's Certificate of Receipt, Bill of Lading, etc. issued by appointed forwarder or carrier.

Shall the sale price be calculated by theoretical weight of goods, the weight stipulated in above mentioned transportation documents is only for evidentiary purposes and shall not be a ground for quantitative claims.

3. PACKING

Unless otherwise stipulated in the Agreement, the goods shall be prepared for

dispatch according to conditions set out in the Buyer's shipping instructions.

4. QUALITY CONTROL

- a) Goods, being the subject of sale, undergo an inspection by the Quality Control Department of the producer – ISD Huta Częstochowa Sp. z o. o.
- b) Other forms of quality control can be applied if individually agreed with the Buyer in the Agreement.

5. TERMS OF DELIVERY

Terms of delivery stipulated in the Agreement shall comply with the Incoterms 2000 edition.

6. CLAIMS

I. QUANTITY CLAIMS

- a) The Buyer shall submit a complaint regarding quantity of the goods immediately after noticing upon delivery of the goods, however not later than two months after the date designated in the shipping documents. Any claims raised thereafter shall not be recognized.
- b) Quantity claims shall be recognized by the Seller in 15 days after receipt of the claim. Shall the relevant carriers fail to deliver the transportation documents to the Seller with no fault on his side, the time for recognition of such claim may be extended.

II. QUALITY CLAIMS

- a) The Buyer shall evaluate the goods regarding their quality immediately upon delivery, but not later than during receiving, commencing production, or sale. Qualitative claim shall be submitted not later than 3 months after delivery, however not later than four and a half months after the date designated in the shipping documents.
- b) Quality claim shall be recognized by the Seller in 30 days after receipt of the claim.
- c) Shall the qualitative claim be recognized as justified, the Seller shall, at his own discretion:
 - repair the goods,

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- deliver goods free of any defects at his own expense,
 - lower the price for the goods.
- d) Shall there be any hidden defects in the delivered goods, not identified by the manufacturer during the production phase and quality control process, additional, agreed claim procedures shall apply.
- e) Claim stating incompliance of the product shall be recognized only regarding the standard properties according to appropriate technical norms, unless the Buyer requested in the purchase order testing for other properties, and they have been confirmed by the Seller. Qualitative claims regarding non-standard properties or parameters of the product, testing of which had not been requested, shall be treated as unjustified and shall be rejected. Adopting the product for use in conditions requiring specific properties, if there were no request for confirming those properties, shall be the risk of the Buyer only and shall not be a subject of any claims.

II. RESPONSIBILITY OF THE SELLER

In any case responsibility of the Seller due to defects of delivered goods shall be limited to the subject and the value of the Agreement, and shall not be bound with the Buyer's commercial or manufacturing undertakings.

7. TERMINATION OF THE AGREEMENT

The Agreement may be terminated only by settlement signed by both Parties, and shall be made in writing under the pain of nullity.

8. RESERVATION OF PROPERTY RIGHT

Delivered goods remain the property of the Seller until the Buyer pays in full the whole price as stipulated in the Agreement.

9. PAYMENT CONDITIONS AND DELAYS

1. Number of days after the payment becomes due shall be in each case specified in the Agreement. The payment period starts from the invoice issue date.

2. The payment date shall be the date when the due amount is recognized on the bank account of the Seller given on the invoice.

3. The Seller reserves the right to charge the Buyer with statutory interest on overdue amounts. Furthermore the Seller has the right to hold any further deliveries to the Buyer until all outstanding amounts have been paid.

4. Shall the Seller fail to perform delivery in time, the Buyer has the right to claim damages in the amount of 0.1% of the net value of the Agreement for each day of the delay over 14 days, however no more than 5% of the net value of the Agreement in total.

10. FORCE MAJEURE

Force Majeure means any unforeseen circumstances, which may arise during the execution of the Agreement, being beyond control of the Parties, such as fire, flood, earthquake, strikes, war, mobilisation, military operation, revolt, confiscation of goods, general lack of raw materials, power or means of public transport, and embargo. In case of Force Majeure, the Seller shall be relieved of his obligations under the Agreement wholly or partially, as well as from obligation to perform deliveries in time. The Party which is affected by the Force Majeure and unable to fulfil its obligations under the Agreement, shall notify the other Party on occurred Force Majeure circumstances. If such circumstances exist continuously over 6 months, each of the Parties has the right to terminate the Agreement without obligation to indemnify.

11. GOVERNING LAW

The Agreement shall be governed and construed according to Polish law only.

12. DISPUTE RESOLUTION

Any dispute, arising out of or relating to the Agreement, which had not been resolved by the Parties amicably, shall be subject to jurisdiction of the common court of law competent for the registered seat of the Seller.