

GENERAL TERMS AND CONDITIONS OF SALE

Portal Stali Sp. z o.o.

1. INTRODUCTION

1.1. These General Terms and Conditions of Sale (GTCS) define the rules for concluding and executing sales/supply agreements and apply to all agreements concluded by PORTAL STALI SP. Z O.O. (hereinafter: "Seller").

1.2. The GTCS are provided with the first order and are deemed to be delivered for subsequent orders of the Buyer, unless their content is changed or revoked.

1.3. The Seller allows the possibility of concluding a contract in a manner different from that described in these GTCS. Any changes require the Seller's written consent under pain of nullity and apply only to the given transaction.

1.4. The Buyer's contract terms that differ from these GTCS are not binding on the Seller unless explicitly accepted in writing.

1.5. Definitions:

- **GTCS** – General Terms and Conditions of Sale/Supply;
- **Seller** – PORTAL STALI SP. Z O.O. based in Wrocław;
- **Buyer** – the entity that is the other party to the sales agreement;
- **Parties** – the Seller and the Buyer;
- **Goods** – commercial goods subject to the contract;
- **Credit limit** – the maximum amount of the Buyer's debt to the Seller, within which a sale with deferred payment can be made.

2. CONCLUSION OF CONTRACT

2.1. The Seller provides information and offers in writing (by letter, fax, email) or orally (by phone).

2.2. Orders from the Buyer must be placed in writing. For regular customers, an order may be placed orally, but the Seller may request a written confirmation.

2.3. The sales agreement is concluded after the Seller confirms the order in writing. Lack of response means the order is not accepted.

2.4. The Buyer authorizes the Seller to issue invoices without the Buyer's signature.

2.5. Oral agreements are binding only after written confirmation.

2.6. If, for reasons beyond the Seller's control (e.g., supplier issues), the order cannot be fulfilled, the Seller has the right to withdraw from the contract without liability.

3. INFORMATION ABOUT GOODS

3.1. Technical data (dimensions, steel grades, conversion factors, etc.) provided in catalogs and brochures are indicative and do not constitute a binding offer.

3.2. Products comply with the agreed specifications. If not specified otherwise, products will conform to DIN/PN/EN or ASTM standards.

4. PRICE

4.1. The price of the goods is determined in the offer and order confirmation.

4.2. The prices provided are net prices and will be increased by VAT.

4.3. In the event of an increase in public charges (e.g., customs duties), the Seller may raise the price but not higher than the actual increase in costs.

4.4. Certificates and attestations are provided upon request and may be subject to an additional fee.

4.5. The price may be converted into PLN based on the PKO BP S.A. exchange rate on the date of goods collection.

4.6. The credit limit may be changed or revoked at any time, with notification to the Buyer.

5. PAYMENT TERMS

5.1. The Buyer must pay within the period specified on the VAT invoice. Payment is considered completed when funds are credited to the Seller's account.

5.2. Statutory interest is charged in the event of late payment.

5.3. A delay exceeding 30 days entitles the Seller to suspend deliveries and withdraw from the contract.

6. OWNERSHIP RIGHTS

6.1. The risk passes to the Buyer upon the release of the goods.

6.2. Ownership of the goods passes to the Buyer only after full payment.

7. COMPLAINTS

7.1. Quantity complaints must be reported within 3 working days.

7.2. Quality complaints must be submitted in writing immediately after receipt.

7.3. A complaint does not entitle the Buyer to withhold payment.

8. QUANTITY

8.1. The quantity of goods sold is determined based on theoretical weight calculations according to industry standards.

8.2. A deviation of +/- 10% from the agreed quantity is permissible and does not constitute grounds for complaint.

9. QUALITY

9.1. Goods classified as second-grade products are sold without liability for defects.

9.2. Any visible defects must be reported within 3 working days.

9.3. The Seller bears no responsibility if the goods have been improperly processed or used by the Buyer.

10. RETURN OF GOODS

10.1. Returns require prior written approval from the Seller.

10.2. The Buyer cannot return goods without the Seller's consent.

10.3. Returned goods must be in their original condition and packaging.

11. OTHER PROVISIONS

11.1. The contract is governed by Polish law.

11.2. The Buyer may not assign rights under these GTCS without the Seller's written consent.

11.3. By accepting these GTCS, the Buyer agrees to the processing of personal data for contract execution and marketing purposes.

11.4. In matters not regulated in these GTCS, the provisions of the Polish Civil Code shall apply.

11.5. Any disputes arising from these GTCS will be settled by the court competent for the

Seller's registered office.

11.6. The Seller is not responsible for warranty claims.

11.7. The Seller's liability is excluded after the deadlines specified in sections 7.1 and 7.2 have passed.

11.8. If a complaint is accepted, the Seller agrees to replace the defective goods or remove the defect at their discretion. The replacement will be immediate if stock is available.

11.9. If replacement is not possible, the replacement will be completed as soon as possible, taking into account the production time. If the Seller fails to fulfill this obligation within 3 months, the Buyer has the right to withdraw from the contract. The Seller may alternatively agree on a price reduction for the defective goods.

11.10. Initiating a complaint procedure does not entitle the Buyer to withhold payment for completed deliveries.

Effective date: 20.03.2025v2.