

# GENERAL CONDITIONS OF SALE

## BENTELER DISTRIBUTION POLAND

spółka z ograniczoną odpowiedzialnością (limited liability company)

Under Article. 384 et seq. of the Act of 23 April 1964 (consolidated text of 17 December 2013, Journal of Laws of 2014, item 121) the following General Conditions of Sale shall be introduced:

### § 1.

#### The subject of regulation

1. These General Conditions of Sale, hereinafter referred to as "GCS" shall govern the rules of conclusion and implementation of contracts of sale/supply of products by **BENTELER DISTRIBUTION POLAND sp z o.o.** with its registered office in Dąbrowa Górnicza (hereinafter referred to as **BDP**) with its counterparties who are entrepreneurs, hereinafter referred to as **the Buyers**.
2. These General Conditions of Sale apply to both steel products in the unprocessed state, and subjected to improving treatment by **BDP**, or on its behalf, collectively hereinafter referred to as the **Products**.

### § 2.

#### The scope of these GCS

1. These GCS are an integral part of the contracts of sale/delivery of products and provision of services concluded by **BDP** with **Buyers**.
2. These GCS shall become binding:
  - a) when **Buyers** conclude fixed framework agreements of sale/delivery with **BDP** - from the moment of signing the agreement with the clause that covers these GCS.
  - b) when **Buyers** are bound with **BDP** with fixed framework contracts of sale/delivery in force at the date of entry into force of these GCS - from the moment these GCS are served to the **Buyer** bound with such contracts,
  - c) in other cases - upon serving **the Buyer** with Order Confirmation from **BDP** with a clause to cover the transactions with these GCS, with an indication of website address where these GCS have been posted.
3. In the event of a conflict between these GCS and the agreement on the content resulting from the Order and Order Confirmation or a fixed framework contract of sale/delivery, the Parties shall grant the conclusive force to the agreement.
4. If the **Buyer** applies the general terms of the agreement, the agreement concluded between the parties does not include those provisions of the general conditions of the agreement used by the **Parties** that contradict each other.
5. If, upon the receipt of the Order by **BDP** from the **Buyer**, or once the **Buyer** receives Order Confirmation from **BDP**, either party notifies the other party within two working days that it does not intend to conclude the agreement based on these GCS or excluding the contradictory provisions, as referred to in § 2. 4, the contract of sale/delivery shall take no effect.

### § 3.

#### Conclusion of the agreement

1. The conclusion of the contract of sale/supply of products shall take place by:
  - a) signing by the authorized representatives of each of the Parties of the framework contract of sale/delivery, or
  - b) submission by **the Buyer** of a written Order and submission by **BDP** of written Acceptance of the Order.
2. The parties agree that the contract of sale/supply of Products is concluded, if consistent declarations of intent are made personally by the Parties (in the case of natural persons) or on behalf of each of the Parties by persons authorized to represent (in the case of legal persons), as indicated in the relevant registers/records. The parties shall allow the representation by agents, if such authorization derives from the power of attorney notified to the other Party, signed by the person indicated in the first sentence of § 3 para. 2.
3. The parties allow the conclusion of the agreement in the manner described in § 3. 1 point 2 (order and acceptance of the order) via fax or e-mail, provided that a representative of the Party submitting the Order or Acceptance of the Order, as indicated in fax or e-mail correspondence is authorized to effectively submit

