

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR PURCHASE AND DELIVERY OF STEEL AND REINFORCING COMPONENTS (GTCC)

version applicable starting from 12th of May 2021

"TOM 2" Spółka z ograniczoną odpowiedzialnością company having its registered office in Szczecin, at the address ul. Pomorska 112; 70-812 Szczecin, entered in the register of entrepreneurs of the National Court Register (KRS) kept by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register in Szczecin, under the number 0000220256, with a share capital of PLN 50 000.00 PLN, NIP (tax identification number) 955-000-86-03, REGON (business register number) 810713782, establishes pursuant to Article 384 of the Civil Code the "General Terms and Conditions of Contracts for Purchase and Supply of Steel and Reinforcing Components (Materials)", hereinafter referred to as the "Terms and Conditions", which constitute an integral part of contracts for delivery (sale) of steel and reinforcing elements concluded by "TOM 2" Sp. z o.o. company, hereinafter referred to as the "Supplier".

§1**DEFINITIONS**

1. Supplier - TOM2 Spółka z ograniczoną odpowiedzialnością company.
2. Primary Supplier - the entity from which the Supplier purchases steel (e.g. rebars, straight bars, coil, meshes, metal sheets, wire rod coils).
3. Recipient - an entity to which the material is delivered or sold.
4. Material - steel and reinforcing elements being the object of the purchase order/contract.
5. A reinforcing element is the smallest indivisible part of a structure's reinforcement made of cut and bent reinforcing steel, from bars or coils, straight or curved in accordance with the design specifications, constituting a single reinforcement or a part of a reinforcing framework.
6. Straight reinforcing steel - straight ribbed reinforcing bars in commercial lengths of 12 linear metres in full bundles weighing approx. 2.5 t - in the absence of contrary provisions, all regulations of these GTCC concerning reinforcing elements shall apply to it.
7. Contract - an agreement between the Supplier and the Recipient, or the Supplier and the Original Supplier, governing the terms and conditions of cooperation within the scope of purchase and delivery of the Material, in particular the quantity and type of the Material, its price, price validity final date, place and date of deliveries, and fee for deliveries with weight less than the minimum transport weight. In the absence of a written contract, its function shall be performed by a Purchase Order.
8. Framework Contract - general rules of cooperation in respect of delivery of the Material.
9. Purchase Order - a simplified form of a Contract, concluded with respect to individual deliveries of Materials. A Purchase Order shall specify the type and quantity of the Material, the place and date of delivery, the price of the Material, and the charges for deliveries with weight less than the minimum transport weight.
10. Detailed Purchase Order - within the framework of the concluded contract/order, it specifies in detail the object, quantity, and date and place of delivery with regard to individual delivery of Material.
11. Business days - days from Monday to Friday with the exception of days indicated in the Act on Non-Working Days of 18th of January 1951 (uniform text - [Dz.U. 2015, Item 90](#)) as non-working days, provided that the business days shall not include days on which the temperature - as determined by the measuring apparatus installed at the Supplier's production site, on the basis of hourly reports generated during four subsequent hours, between 6 am and 10 pm - will remain below (-3 degrees Celsius).

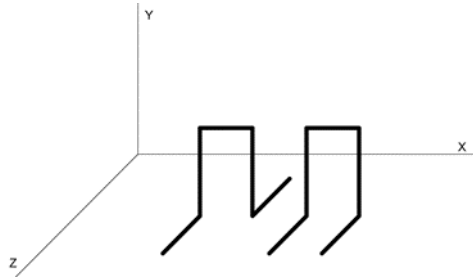
§2**ASSORTMENT RANGE / STEEL GRADES AND DIAMETERS AVAILABLE**

1. Production of reinforcing elements is carried out with the use of class 3N reinforcing steel, exclusively in the following diameters: \varnothing 8, 10, 12, 14, 16, 20, 25, 28, 32 mm, and in the following grades:
 - 1) Ribbed bars in ductility class B and C according to PN-EN 1992-1-1:2008 standard, in the following grades, among others: B500B, K500BT, B500SP, K500CT, B500NC, B500A, B500C
 - 2) Ribbed wire rod in ductility class B and C according to PN-EN 1992-1-1: standard, in the following grades, among others: B500B, B500SP
 - 3) Construction meshes in ductility class A, in the following grades, among others: B500A
2. The specific grade of reinforcing steel will be confirmed at the Bid/Purchase Order/Contract stage, subject to availability of a given grade. If a particular grade of steel is not available, the Supplier may, in consultation with the Recipient, offer to deliver reinforcing steel elements of another grade with the same ductility class.
3. Reinforcing steel in diameter of \varnothing 6 is not included in the Supplier's standard assortment and is available only upon express written confirmation of the availability of steel in this diameter by the Supplier. A purchase order for the production of reinforcing steel elements of this diameter is not binding for the supplier unless he expressly confirms it in writing.
4. Standard bending rollers used by the Supplier in steel prefabrication:
 - a) \varnothing 8mm - \varnothing 16mm - maximum bending roller diameter: 150mm
 - b) \varnothing 20mm - \varnothing 32mm - bending roller diameters: from 70 mm to 380 mm
5. Minimum length of the bends for particular diameters, depending on the bending rollers used by the Supplier, is:
 - a. \varnothing 8 - 70mm;
 - b. \varnothing 10, 12 - 80 mm;
 - c. \varnothing 16 - 110 mm;
 - d. \varnothing 20 - 250 mm;
 - e. \varnothing 25 - 300 mm;

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

- f. \varnothing 28 - 320 mm;
- g. \varnothing 32 - 350 mm.

6. If the Recipient has types of bends in the purchase order/project that are shorter in relation to those indicated in Paragraph 4 of this Section, the Recipient shall be obligated to make changes in the purchase order/project in such a way that the Supplier can fulfil the order by delivering the reinforcements indicated in Paragraph 4, taking into account that the increase of the elements' weight resulting from the application of longer bends shall be charged to the Recipient.
7. In its standard offer, the Supplier has reinforcements bent in three planes, the so-called 3D Reinforcements, but only such as shown in the drawing below:



8. If any 3D Reinforcements appear in the documentation, the Supplier shall be entitled to charge an additional fee for producing them. The amount of such additional fees will be indicated in the Offer/Purchase Order/Contract.
9. Execution of 3D figures other than the ones presented above requires each time a Supplier's confirmation of possibility to produce them and an individual price estimation.

§3**ESTABLISHING COOPERATION / OFFERS / NEGOTIATIONS**

1. Sales representatives acting on behalf of the Supplier are entitled to submit and accept offers and to negotiate and conclude contracts only within the scope of the power of attorney granted to them in writing, which they shall present to the business partner at each request. Any submitting or accepting offers, signing minutes from negotiations, or entering into contracts or approving their terms and conditions by the Supplier's employee or sales representative that exceeds the scope of the power of attorney shall result in nullity of the legal transaction and shall be ineffective with regard to the Supplier.
2. An offer submitted by the Buyer shall be deemed binding only if accepted in writing or in a document form by persons authorised by the Supplier. The lack of a written response to the offer made by the Recipient does not mean that it has been accepted and does not constitute the basis for commencement of execution of the purchase order.
3. Only documents expressly titled as an offer may be considered offers by the Supplier.
4. Documents entitled "Commercial information on the anticipated manner of price formation of reinforcing elements and general conditions of supply." Do not constitute an offer within the meaning of Article 66 of the Civil Code, but only a non-binding invitation to negotiate.
5. Before placing the first Detailed Purchase Order for delivery of Materials, the Parties shall enter into a Contract, a Master Contract or a Purchase Order.
6. The price validity date specified in the Contract/Purchase Order shall be the final date by which the Delivery can be made at the price indicated in the Contract/Purchase Order, taking into account the agreed Purchase Order lead time and maximum daily/weekly/monthly quantities delivered.
7. Delivery of rebars is carried out according to the CPT rules of Incoterms 2010.
8. If the Contract with the Investor or the relevant provisions of the law impose an obligation to declare TOM2 Sp. z o.o. as a Supplier/Subcontractor, particularly on the grounds of the Public Procurement Law Act, the Recipient undertakes to make such a declaration and, at the Supplier's request, to provide confirmation of that notification.

§4**DETAILED PURCHASE ORDER IN THE COURSE OF COOPERATION**

1. A detailed purchase order for a particular batch of reinforcing elements must be submitted to the Supplier at least 10 business days before the planned delivery of materials. This deadline is counted from the next working day after receiving the purchase order along with an executive design drawing and a list of steel to be used to producing the object of the purchase order.
2. The delivery period referred to in Paragraph 1 above shall not run before the Insurer has granted to the Buyer a credit limit, referred to in Section 8, covering the value of the purchase order, and if a prepayment is required by the Supplier, the delivery period shall run from the date of crediting the Supplier's bank account. In case when the Recipient is in arrears with regard to any amount payable to the Supplier, the purchase order lead time referred to in Paragraph 1 shall not run until the Recipient has settled any payment arrears towards the Supplier. Any detailed purchase orders have to take into account that the maximum size of weekly deliveries cannot exceed 30 tons per week for Reinforcing Elements made of diameters from \varnothing 8 mm to \varnothing 16 mm, and up to 30 tons per week for diameters over \varnothing 16 mm. If the quantities referred to in the preceding sentence are exceeded in the Detailed Purchase Orders submitted, the Supplier shall not be bound by a given Detailed Purchase Order to the extent in which it exceeds the tonnage indicated above and within such extent the order shall be ineffective, and the Supplier shall not bear any negative consequences thereof.
3. The drawing referred to in Paragraph 1 shall be supplied on paper or in electronic form. It is not necessary to comply with the requirement to provide a drawing together with a bill of materials if these documents are annexed to the Purchase Order/Contract and the materials which are the object of the individual order are fully compliant with the drawing and bill of materials annexed to the Purchase Order/Contract and, moreover, the object of the purchase order is only one type of material made in accordance with one drawing and one list of steel used.

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

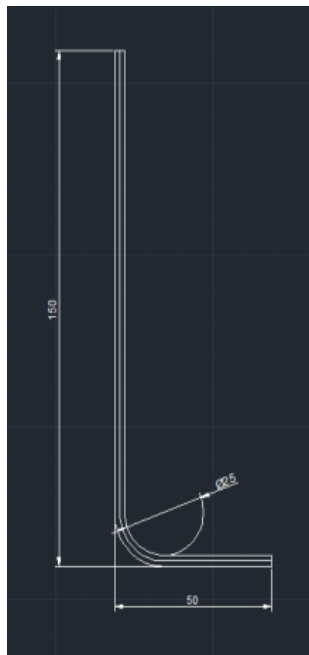
4. If an individual order exceeds the quantities provided for in the Contract, the Supplier shall be entitled, but not obligated, to deliver the increased quantity of Material. Quantities of Material in excess of those indicated in the contract shall be delivered at the prices valid at the time of delivery of such quantities, irrespective of the prices indicated in the Contract/Purchase Order.
5. Verification of the correctness of the design drawing is the responsibility of the Recipient. In particularly justified cases, with the consent of the Recipient, the Supplier may correct the design drawing provided.
6. The time limits for completion of a particular order for reinforcing items shall be postponed in the event of any errors in the technical documentation or corrections, changes, and revisions made in writing by the Recipient or the designer of corrections, changes, and revisions.
7. In the case referred to above, the deadline for completion of a given order shall be 10 days after the date of delivery of corrected documentation by the Recipient.
8. If deliveries of reinforcing elements also include straight reinforcing steel priced differently from other reinforcing elements, the Recipient is obligated to place a separate Purchase Order for straight reinforcing steel - including only full bundles and full truckloads of straight reinforcing steel. Otherwise the price of straight reinforcing steel shall be equal to the price of reinforcing elements.

§ 5

DIMENSIONING, ORDERING OF DIAMETERS NOT AVAILABLE FROM THE SUPPLIER

1. Settlement of payables for deliveries of reinforcing elements will be made on the basis of theoretical weight, i.e. based on the product of the conversion rate of weight of 1 linear metre of the material concerned, determined on the basis of executive design drawings, and the quantity of linear metres of the material delivered, according to the stock issue confirmation documents presented by the Supplier. The theoretical weights for 1 linear metre of reinforcing elements are as follows:
2. Dimensioning of the reinforcing elements for the needs of the Parties' settlements is calculated outside of the figures, regardless of the dimensioning method in the documentation provided to the Supplier. A change in dimensioning from internal or axial to external entails a change in the tonnage of the reinforcements delivered, which is subject to acceptance by the Recipient. The calculation of the length of a single reinforcing element is calculated as the sum of straight segments that make up the given figure. Calculation of the weight of a single reinforcing element is calculated as the product of the sum of all the segments making up the given figure and the theoretical weight of 1 linear metre of the given bar diameter (according to the table below) - according to the figure below (the length of the presented reinforcing element for the purpose of calculation = 200 cm).

Diameter	theoretical weight of 1 linear metre
Mm	Kg
8	0.395
10	0.617
12	0.888
14	1.210
16	1.580
20	2.470
25	3.850
28	4.830
32	6.310



3. If the project is dimensioned according to internal or axial dimensioning, conversion to external dimensions is necessary before the purchase order is sent to production. In case of conversion of internal or axial dimensioning to external by the Supplier, the Recipient shall be obligated to pay a fee related to the additional workload. These costs are set at a rate of PLN 20 per 1 tonne of converted reinforcements.
4. Regardless of the dimensioning method, if there are reinforcing elements with lengths exceeding the bar lengths available from the Supplier, it is necessary to apply overlaps on the bars, which results in additional tonnage. The resulting additional tonnage shall be charged to the Recipient.
5. Changing the diameter of bars which are not offered by the Supplier (this applies to Ø18 and Ø22 diameters) and which are included in the construction design is automatically carried out from Ø18 to Ø20 and from Ø22 to Ø25 and involves higher weight of each reinforcement element produced from them. The difference in weight is charged to the Recipient. Any other changes to the design must be made before the purchase order goes into production. The maximum dimensions of the reinforcing elements are as 2.4m x 1.2m x 13.6 m. The maximum length of steel may not exceed 12 m. The Contractor reserves the possibility of individual price estimation for oversized reinforcement elements, as well as of establishing individual dates of execution, with reservation that the Supplier may withdraw from a given purchase order or charge the Recipient with an additional fee for transport if the volume does not allow one-time loading of a vehicle.
6. Regardless of the prices indicated in the Purchase Order/Contract with respect to the supplied reinforcing elements with diameters of Ø8, Ø10, Ø12, the Supplier shall charge the following additional fees for each tonne of ordered elements with the aforementioned diameters:

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

- a) For reinforcing elements of Ø8 diameter - additional fee of PLN 200 net per tonne,
- b) For reinforcing elements of Ø10 diameter - additional fee of PLN 70 net per tonne,
- c) For reinforcing elements of Ø12 diameter - additional fee of PLN 50 net per tonne.

§6

EXECUTION OF DELIVERIES

1. The price of materials constituting the object of the contract/purchase order/schedule includes the price of free of charge delivery to the construction site, but only if the weight of materials delivered by a given transport with a single loading is between 23 and 24 tons (minimum transport weight). In the event of the Recipient placing an individual order for delivery of material in a given means of transport in the amount lower than 23 tons (below the minimum transport weight), the Supplier, by virtue additional payment for the transport, shall add to its remuneration the additional remuneration for transport costs in the amount of PLN 50 net for each full tone below the minimum transport weight, added for each means of transport. The Supplier and the Recipient may specify in the Offer/Purchase Order/Contract other tonnage values for minimum transport weight and a different additional fee for incomplete tonnage.
2. The provisions of Paragraph 1 shall not apply in the event when the object of a purchase order are oversized materials, not fitting into standard transport. Standard transport means vehicles with a payload of 24 tonnes, with semi-trailer dimensions of 13.60 x 2.40 x 2.60m.
3. If a purchase order for oversized materials is placed, the cost of transporting the materials shall be charged to the Recipient and its amount shall be determined on the basis of invoices issued by companies dealing in oversized transport and issuing appropriate permits for such transport.
4. The unloading of materials at the place of delivery is the responsibility of the Recipient. Unloading should take place within 2 hours from the moment of entry of the vehicle transporting the object of the purchase order to the place of delivery.
5. If the unloading time is exceeded, the Supplier will charge the Recipient with additional fee of PLN 100 (one hundred Polish zlotys 00/100) net for each commenced hour.
6. The Recipient is obligated to secure suitable means of unloading. Fastening elements located on the means of transport, such as cargo binding wires, do not constitute cargo securing means, and lifting/moving the cargo and performing any other unloading operations with the use of binding wires is strictly forbidden, so the Supplier shall not be liable for damages resulting from their incorrect functioning.
7. Damage to the means of transport during unloading shall be the responsibility of the Recipient.
8. In the even of it being required by binding legal regulations or standards, the Supplier shall provide, via e-mail, within 10 days from the date of delivery, the attestations, approvals, certificates of conformity, or other documents indicating the quality of the goods.
9. The Supplier is not responsible for the content of the documents described in Paragraph 8 above. In particular, they do not constitute a confirmation by the Supplier that the goods meet the criteria indicated therein. The submitted documents are in each case only an indication that the goods were manufactured in accordance with the criteria indicated in the documents, in line with the manufacturer's declaration.

§7

UNLOADING AND TRAVELLING TO THE PLACE OF UNLOADING

1. The Buyer shall be obligated to ensure proper condition of access roads, enabling proper entry and exit from the place of delivery. Adequate road condition should be understood as a condition that will allow heavy goods vehicles intended for transport of steel materials to travel on the road.
2. In case of doubt, a paved surface shall be considered an appropriate road condition. In addition, if the place of delivery is subject to zonal or temporary restrictions on HGV traffic, the obligation to provide the Supplier with permits for trucks to enter such zones shall rest with the Receiving Party.
3. It is not allowed to drag cars with excavators, stackers, or other vehicles that may cause damage to cars (especially semi-trailers). The costs of any damage caused by improper unloading and unsuitable road access (and exit) to the site shall be borne by the Recipient.
4. The consignee is obligated to clean the car from mud and soiling that appeared during the unloading at the construction site. The costs of any presumptive penalties (fines from enforcement agencies) shall be borne by the Recipient.
5. Failure by the Recipient to comply with the provisions of this section shall result in the Supplier not being responsible for any delay in the delivery of materials for the reasons referred to above.

§8

CREDIT LIMIT AND THE RIGHT TO WITHHOLD DELIVERIES

1. Irrespective of the degree of performance of the contract and the quantities of materials covered by the Contract, Purchase Order, Accepted Offer, or Schedule, the Supplier shall be entitled to cease the delivery of materials without incurring any negative consequences resulting from that, and without prior notice to the Recipient, in the event that the Recipient exhausts the credit limit granted to the Consignee by the Insurer with whom the Supplier insures trade receivables from the Recipient. The same right shall apply to the Supplier in the event that the said insurer revokes the credit limit of the Recipient or if the Recipient is in default of any payment in aid of the Supplier. In such cases the Supplier shall resume deliveries once the Recipient settles the amounts due, thus releasing the credit limit. However, the Supplier shall be entitled to terminate the contract due to the Buyer's fault if the deliveries are withheld due to exhaustion, lack of credit limit or non-payment, and the period of withholding of deliveries caused by that exceeds 14 days.
2. If the contract covering deliveries to the Recipient is covered by insurance with the Supplier's insurer, then in the event that the value of the subsequent delivery to the Recipient leads to an exceeding the credit limit amount, the Supplier shall be entitled to limit the size of that delivery to an amount that corresponds to the amount required to reach the credit limit.
3. If, as a result of withholding deliveries for the reasons referred to in this paragraph, a part of the deliveries is not carried out during the term of the contract/purchase order, the negative consequences of the lack of deliveries and non-fulfilment of the entire contract/purchase order shall be borne by the Recipient, who shall not be entitled to any claims towards the Supplier in such case. Presumptive deliveries of quantities covered by the contract, executed after expiration of its term, may be made on the basis of an additional, written agreement between the parties, at prices valid at the Supplier at the moment of signing the said agreement.

§9

RECEIPT OF MATERIAL, QUANTITATIVE VERIFICATION OF DELIVERED MATERIAL

1. It is understood that the person present at the construction site is authorized to receive the Purchase Order goods.

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

2. The quantitative control of the purchase order execution is carried out each time at the moment of delivery, by confirming the stock issue confirmation documents by an employee or an authorized person on the side of the Receiving Party.
3. Complaints concerning quantities of materials submitted later and without informing the Supplier's representative in accordance with Paragraph 4 will not be considered. An employee or a person authorised by the Recipient should sign the stock issue confirmation document legibly with his/her first name and last name, and with indicating his/her position or title on the basis of which he/she is authorised to collect the material and sign the stock issue confirmation documents. Failure to comply with the requirements for legibility of the signature referred to above shall encumber the Recipient and shall not constitute grounds for refusal to pay for the Material the receipt of which was confirmed in breach of the above regulations.
4. The Recipient shall immediately (at the time of delivery) inform the persons responsible for performance of the contract on the Supplier's side - by phone or by fax or e-mail - about the fact of quantity-related complaint having been lodged.

§ 10

QUALITY VERIFICATION / COMPLAINT PROCEDURE

1. A complaint submitted in connection with quality defects in the delivery item shall be considered by the Supplier on condition that the Recipient notifies the Supplier in writing about the defects. Notification must be made immediately, but no later than 3 days after delivery, and no later than at the date of installation. A complaint must be made in writing and should include the designation of the goods, their quantity, the reason for the complaint (description of the defect), number and date of the invoice and the stock issue confirmation document, and the construction site address.
2. Physical defects, visible to the naked eye, which may have arisen during transport, must be reported at the latest by the time the carrier leaves the place of delivery, and those reported afterwards will not be taken into consideration.
3. Failure to comply with the complaint periods or the form / content of the complaint results in the loss of rights under statutory warranty and warranty by the Recipient in relation to the given defect, regardless of the assurance of performing the reinforcement elements in accordance with the Contract and the documentation and regardless of the statutory warranty and warranty granted.
4. In the event of a complaint, the Recipient is obliged to provide the Supplier with an opportunity to inspect the goods encompassed by the complaint. In case of unjustified complaints, the Supplier reserves the right to charge the Recipient with the costs of quality control as well as transport and reloading.
5. The Supplier will refuse to accept a complaint if the goods have been improperly applied or stored by the Recipient.
6. The Supplier shall be released from any liability if the Recipient knew about the defect when placing a given order or concluding a given contract.
7. The Recipient shall store the product encompassed by the complaint in a proper manner, preventing any damage to it and appearance of any deficiencies in it until the complaint is finally considered. Proper storage is understood as protecting the reinforcing elements from the atmospheric conditions in a place that does not expose them to physical damage.
8. Initiating a complaint procedure does not entitle the Recipient to withhold payment for deliveries completed or services provided.
9. In the event of partial acceptance due to a defect in some of the delivered Materials, the Recipient shall be obligated to accept the goods and pay the price for the delivered Material, and the Supplier shall be obligated to immediately deliver the remaining part of the purchase order.
10. In case of refusal of partial acceptance, the Recipient shall cover the costs of transport of goods both ways, as well as of their storage.

§11

INVOICING

1. Invoicing of supplied materials is done after each delivery.
2. The basis for issuing a VAT invoice is a stock issue confirmation document confirmed by an employee or a person authorized on the part of the Recipient within the meaning of Section 8 Paragraph 1.
3. The Supplier shall send all the invoices, together with any attachments thereto, according to the content of Article 2 Item 32 of the Goods and Services Tax Act, in the form of the so-called E-invoice, from the address of the Supplier - fakturytom2@grupatom.pl - to the address of the Recipient indicated in the Purchase Order/Contract/Framework Contract or notified to the Supplier in any other manner.
4. The invoices shall be payable within 30 days from the date of delivery to the bank account indicated on a given invoice. The moment of recognition of payment on the bank account of the Supplier shall be considered the moment of making the payment. A given invoice shall be considered paid only if the payment has been made in the amount of 100% of the gross invoice value.
5. The reinforcing elements shall remain the property of the Supplier until the receivables are settled by the Recipient, with reservation that the danger of accidental loss or damage of the item passes to the Recipient at the moment of releasing the reinforcing elements.
6. The Recipient may not dispose of the goods until all amounts due for the relevant delivery of the material have been paid.
7. In the event of the payment deadline not being adhered to, the Supplier shall charge statutory interest for delay in commercial transactions.

§12

FORCE MAJEURE

Both Parties shall be exempt from liability for non-performance or inadequate performance of the contract/purchase order to the extent to which this occurred due to force majeure circumstances. For the purposes of these Terms and Conditions, force majeure shall be understood as an event that is extraordinary, external and impossible to prevent and which could not have been avoided even if the parties had exercised maximum diligence. In particular, force majeure shall be deemed to include such events as: strikes, road and street blockades and other situations preventing transport on public roads, extraordinary meteorological events, failures of the Supplier's production machinery and equipment, construction disasters and shortages of materials or raw materials, epidemic emergencies, introduction of states of emergency, prohibition/restriction of activity of the Supplier/Supplier's key material suppliers.

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

§13

CONTRACTUAL PENALTIES AND WITHDRAWAL FROM THE CONTRACT

1. The Supplier may withdraw from the Contract/Purchase Order for reasons attributable to the Recipient if any of the following events occur:
 - a. Untimely or incomplete acceptance of the object of the contract by the Recipient;
 - b. The Recipient commissioning the production of the whole or a part of the reinforcement elements covered by the Contract/Purchase Order to another entity without occurrence of circumstance entitling the Recipient, under the Contract/Purchase Order, to commission the production of the object of the Contract/Purchase Order to a third party.
 - c. Suspension of deliveries for the reasons specified in §8 will exceed 14 days.
 - d. The Supplier becoming aware of a deterioration in the financial standing of the Recipient, appearance of premises for commencing bankruptcy or restructuring proceedings with regard to the Recipient, liquidation of the Buyer's enterprise having been commenced, or the whole or a part of the Recipient's assets having been seized in enforcement proceedings.
 - e. The Supplier obtaining information that due to previously unforeseen circumstances the Recipient will not be able to fulfil its contractual obligations.
2. The right to withdraw from the Contract/Purchase Order may be exercised within 50 days from the occurrence of the reason justifying the withdrawal.
3. In the event of improper performance of the contract by the Supplier, the Supplier shall pay the following contractual penalties to the Recipient:
 - a. in case of delay in delivery execution - in the amount of 1% of the net price of an individual order of a given batch of materials, in relation to which the Supplier committed a delay, for each day of delay in relation to the delivery dates specified in individual orders of materials.
 - b. in case of delay in removal of defects of materials found at the time of receipt or during the statutory warranty and warranty period - in the amount of 1% of the net price of the materials affected by the defect, for each day of delay calculated from the day following the date set for the removal of defects.
 - c. The maximum amount of contractual penalties referred to in Letters a and b above may not exceed 5% of the net price on which they are based.
4. The Recipient shall pay a contractual penalty to the Supplier in the event of the Recipient not having placed detailed orders for at least 90% of the tonnage (including estimated tonnage) of the reinforcements covered by the Contract / Purchase Order / Schedule by the end of the period covered by the Contract / Purchase Order / Schedule. The contractual penalty in this case shall amount to PLN 200 net per each tonne of reinforcements below 90% of the tonnage (including the estimated tonnage) of the reinforcements covered by the Contract / Purchase Order / Schedule, unless the Parties, in view of objective reasons - such as the postponement of the investment implementation deadline or changes in the delivery schedule - agree on further conditions of execution of deliveries under the Contract / Purchase Order.
5. In the event of withdrawal from the contract by one of the parties for reasons attributable to the other party to the contract, the party at fault shall pay the withdrawing party a contractual penalty equal to 20% of the net value of the total remuneration of the Supplier agreed upon in the Contract. The withdrawal must be preceded by a written request to abandon the breaches constituting grounds for the withdrawal, setting for the other party a 14-day period for abandoning the breaches or removing the effects of such breaches. In the event of withdrawal from the contract, the Supplier will prepare a report on work in progress and inventory of finished reinforcing elements. The Supplier sends a written request to conduct inventory to the Recipient. If the Recipient does not report their participation and inventory (and does not proceed to draft the inventory) within the time limit of 3 days, such inventor shall be drafted by the Supplier, and the report from it shall be sent to the Recipient together with a VAT invoice for the reinforcing elements manufactured, on the terms and conditions agreed upon in the contract/schedule/purchase order, and the Buyer shall be obligated to pay such invoice. Upon payment, the Recipient is entitled to receive the goods.

§14

VALIDITY OF GTCC

1. Placing an order for production and delivery of reinforcing steel elements with the Supplier shall be tantamount to acceptance of these GTCC. At the moment of placing an order, the Recipient shall be deemed to have read the GTCC, accepted them, and acknowledged their binding character. Acceptance of the GTCC at a single purchase order placed with a specific contractor shall be deemed as acceptance of GTCC for all other purchase orders and contracts, until their amendment or revocation of their application by the Supplier.
2. Any deviations from the provisions of these Terms and Conditions must be included in the Contract concluded between the Supplier and the Recipient, made in writing on pain of invalidity.
3. These GTCC are available on the Supplier's website: www.grupatom.pl
4. If there is a conflict between the provisions of different documents encompassing the arrangements between the parties, it is assumed that the arrangements contained in the document with the higher position in hierarchy take precedence over the arrangements contained in the document with the lower position in hierarchy. The following hierarchy of documents is established:
 - 1) Contract/Purchase Order
 - 2) Framework Contract
 - 3) These GTCC
 - 4) Detailed Purchase Order
5. If the Recipient does not accept the applicable GTCC, they are obligated to notify the Seller about it before placing the purchase order. In such an event, the Supplier is entitled to refuse to accept a given order or to start negotiations leading to setting individual terms and conditions of the contract. The contract is concluded once the parties have come - through negotiations - to an agreement regarding all its provisions that were disputed between them.
6. The Supplier's contractual liability and tort liability are limited by the provisions of these GTCC and by the mandatory provisions of the law. The Supplier shall not be liable in any respect, in particular for indirect damages, lost profits, production losses, and damages caused by actions of third parties entrusted with the execution of the contract or a part thereof.



TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

§15

FINAL PROVISIONS

1. The Recipient and the Supplier shall seek to amicably resolve any disputes arising out of these GTCC, purchase orders placed, and contracts concluded. If no amicable settlement can be reached, the disputes shall be settled by a common court competent for the Supplier's registered office.
2. Should any disputes arise, the applicable law for resolving them shall be Polish law.
3. To all matters not settled in the contract and in the GTCC, the relevant provisions of the Civil Code and other universally binding provision of the law shall apply.
4. If individual provisions of the GTCC are deemed invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. With regard to invalid or unenforceable provisions, the Parties undertake to negotiate in good faith in order to replace such provisions with valid and enforceable provisions that reflect as closely as possible the original intentions of the Parties.
5. These GTCC have been drawn up in three language versions: Polish, English and German. In case of any discrepancies, the standards resulting from the Polish language version shall apply.