



## GENERAL TERMS AND CONDITIONS OF SALE

### ADOPTED BY KONSORCJUM STALI S.A.

the version in force from 11/05/2021, replacing the version in force from 08/04/2019

#### §1 General

1. These General Terms and Conditions of Sale (hereinafter "GTS") provide for the general conditions of contracts within the meaning of Article 384 of the Civil Code and apply to all contracts of sale and supply of goods or services by "Konsorcjum Stali" S.A. based in Zawiercie, forming an integral part thereof.
2. The GTS shall apply to all matters not provided for in a given Contract. In case of a discrepancy between provisions of a Contract and the GTS, the provisions of the Contract shall apply in the first place, followed by the GTS. The Parties exclude the applicability of other models of contracts used or established by the Buyer.
3. The GTS shall be deemed accepted and adopted by the Buyer once an Order is placed or a Contract is signed. Upon placement of an Order or signing a Contract, the Buyer confirms that it is familiar with the provisions of the GTS. Acceptance of the GTS by the Buyer for one Contract shall be considered acceptance hereof for all other contracts, until they are amended or revoked by the Seller. Acceptance of the GTS for use by the Buyer shall constitute the Buyer's statement of exclusion of the Buyer's template contracts from use.
4. The terms and expressions used in the GTS shall have the following meanings:
  - 1) "Goods" - steel products or services offered by the Seller;
  - 2) "Seller" - "Konsorcjum Stali" S.A. based in Zawiercie at ul. Paderewskiego 120; registered in the Register of Entrepreneurs kept by the District Court of Częstochowa, 17<sup>th</sup> Commercial Division of the National Court Register under the number 0000279883, using the following identification numbers: Tax ID No. (NIP) 522-00-04-379, Business Entity No. (REGON) 001333637, share capital of PLN 4 185 238 paid up in full,
  - 3) "Buyer" - an individual (natural person), a legal person or another entity who/which purchases the Goods from the Seller;
  - 4) "Parties" - the Seller and the Buyer jointly;
  - 5) "Order" - an order to buy Goods, which is an offer of their purchase within the meaning of Article 66 and following of the Civil Code, placed by an authorised representative of the Buyer;
  - 6) "Contract" - a contract for sale or supply of the Goods, concluded between the Seller and the Buyer by its signing by both Parties or confirmation of acceptance of an Order for completion in the manner specified in §2 of the GTS; Whenever the GTS refer to a Contract, it shall be construed to include an Order accepted for completion. The GTS regulations concerning the sale of Goods shall apply mutatis mutandis to the supply of Goods, unless the GTS provide otherwise.
  - 7) "Business Days" - days from Monday to Friday, excluding statutory holidays in Poland,
  - 8) "CC" - the Act of 23 April 1964 - the Civil Code
5. The GTS shall not apply to Contracts concluded with an individual who buys the goods for purposes which are not related to his/her business or professional activity (consumer).

#### §2 Conclusion of a Contract

1. A Contract shall be concluded in a documentary form or orally, by the Buyer placing an Order and its confirmation by the Seller for completion or by signing the Contract by both Parties. An Order shall be an offer within the meaning of Article 66 et seq. of the Civil Code and the Buyer may not revoke it, pursuant to Article 66<sup>2</sup> of the Civil Code. An Order shall contain, as a minimum:
  - 1) the name of the Goods, grade, material, quantity, unit price (in particular by reference to the Seller's price offer), other essential features,
  - 2) the date and address of delivery, the manner of supply (delivery or collection) and the name and surname of the person authorised to receive the Goods including his/her contact number.
2. Conclusion of a Contract may be preceded by the Seller's offer. Unless the Contract provides otherwise, provisions of the Seller's offer (if placed) shall be binding. The offer shall form part of the Contract, especially insofar as it

refers to the provisions of the GTS. The Seller's offer shall not constitute an offer within the meaning of Article 66 et seq. of the Civil Code.

3. All possibilities of tacit (implied) acceptance of an Order, provided for in the law shall be excluded, with the exception of a situation where the Seller, without formal acceptance of the Order, commences its completion. Confirmation of an Order by the Seller shall be equivalent to conclusion of a Contract.
4. If the Seller confirms an Order with changes or supplements, the Buyer shall be bound by such changes and supplements unless the Buyer submits comments, if any, on the day of receipt of confirmation of the modified Order. If the Buyer submits comments, it shall be deemed that a new Order was placed by the Buyer.
5. The Buyer shall be liable for provisions of the Contract, i.e. the Buyer shall ensure that the technical data and information regarding quality and quantity of the Goods ordered correspond to the Buyer's requirements. The technical conditions and parameters of the Goods ordered, not specified by the Buyer in detail in the Contract, shall not be binding for the Seller during implementation of the order.
6. If the Contract does not indicate compliance of the Goods with a standard or does not contain a description of the required quality of the Goods, ordinary Goods shall be sold, with the Seller not being liable for such special quality requirements.
7. The fact of acceptance of an Order shall not be binding upon the Seller in situations where, for reasons beyond the Seller's control, in particular due to force majeure, the sale of the Goods is not possible or excessively hindered, or the Seller has Goods ready for collection on stock for another Contract, and the Buyer does not collect the Goods despite being requested to do so.
8. The Buyer declares that each person who exchanges emails from the Buyer's email boxes shall be authorised to make declarations of intent on the Buyer's behalf, which includes conclusion of a Contract and change of the Contract in a documentary and oral form, and to grant the authorisation to collect the Goods.

### **§3 Price and payment terms**

1. The price for the Goods to be delivered shall be each time indicated by the Parties in the Contract. The price specified in the Contract shall be quoted net and increased by the goods and services tax (VAT) in conformity with the applicable legislation.
2. In a situation where, for reasons not attributable to the Seller, the Buyer (1) does not collect the goods at the time agreed in the Contract or does not confirm readiness for receipt of the Goods at the time indicated by the Seller when notified by the Seller of the intended dispatch of the Goods, or (2) the costs and charges change, in particular the customs duty is increased, additional customs charges are implemented, prices of the Goods change on global, European or domestic markets with respect to the prices applicable on the date of conclusion of the Contract, the Seller reserves the right to change the price, of which it shall notify the Buyer. In this case, the Buyer may, within 3 days of being notified of the changed prices, withdraw from the Contract with no fault of either party, and thus the Seller shall not be liable in this respect and shall not incur the costs of such withdrawal from the Contract by the Buyer. If the right of withdrawal is not exercised within the required time limit, the changed price shall apply with no need to sign an annex to the Contract.
3. Each partial sale shall be a separate transaction and may be invoiced separately by the Seller.
4. The Buyer authorises the Seller to issue VAT invoices without no signature of the person authorised to receive them on behalf of the Buyer, and to send them to the mailing address indicated by the Buyer.
5. The Buyer shall make payments by transfer to the bank account number indicated in the VAT invoice. The payment date shall be the date of crediting the Seller's bank account.
6. It is assumed that prepayment shall apply, unless the Contract provides for payment with deferred payment term.
7. For prepayments, the Buyer undertakes to pay the Seller for each single sale against pro-forma invoices received. The invoice shall be issued after the payment has been made. Delays in payments in excess of 30 days shall lead to automatic expiration of the Contract, and the Buyer shall have no claim for non-performance of the contract.
8. If the Contract provides for deferred payment date, payment by the Buyer for the Goods purchased shall be made on the date indicated in the Contract or the invoice, as agreed between the Parties, and if no such agreement is made - within no more than 30 days of invoicing. Deferred payment date shall only apply during the effective term of the trade limit and up to the value of the limit, in line with the conditions specified in §9 of the GTS.
9. If the Buyer does not make payment of any amount due and payable to the Seller within the required time limit:
  - 1) the Seller shall have a right to charge statutory interest for each day of delay in business transactions,
  - 2) subsequent sales to the Buyer shall be suspended until the amounts due have been paid. The sale shall be resumed within the time limit indicated by the Seller after the date of payment by the Buyer of the



outstanding amounts to the bank account indicated by the Seller (to be counted from the date of crediting the Seller's account).

10. The Seller shall retain the ownership of the Goods until the remuneration has been paid in full amount. After the payment deadline ends ineffectively, the Seller may demand that the Buyer immediately hands over all or some of the Goods to the Seller. The handover shall be made in the place indicated by the Seller at the Buyer's cost.
11. The Buyer may not offset amounts payable to it against amounts payable to the Seller. The provision of the preceding sentence shall not apply to the Buyer who is a consumer.
12. Assignment of Seller's debts to the Buyer shall require prior consent of the Seller to be given in writing for its validity.
13. Lodging a complaint shall not exempt the Buyer from the obligation to pay the entire remuneration to the Seller.

#### **§4 Deadlines and conditions of Contract performance**

1. The sale of Goods shall be made on business days only, during the working time of the Seller's Unit, unless the parties have agreed otherwise. The exact date of collection or delivery of the Goods shall be agreed by the Parties in the Contract or by representatives of the Parties after conclusion of the Contract.
2. Sale of the Goods is effected in the form of the Buyer's collection of the Goods from the Seller's Units, unless the Contract provides for transport to destinations indicated by the Buyer within the territory of Poland, provided, however, that such place will be accessible for a suitable means of transport in a given case. Sales with transport shall be made on the basis of CPT Incoterms 2010, unless the Contract provides otherwise.
3. For Contracts which provide for prepayments, the sale of the Goods shall be initiated on condition that the Buyer pays the entire remuneration due to the Seller against pro-forma invoices; if the Seller's bank account is credited after 12:00 (noon), the sales process shall be initiated on the next business day.
4. For sales which are settled according to the actual weight, the measurement of weight for the purpose of determining that the Contract was performed and its settlement shall be as indicated by the scales on the Delivery Note.
5. If the Seller released or delivered the Goods in a quantity which does not deviate by more than +/- 10% from the quantity specified in the Contract, the Contract shall be deemed performed, and the Buyer shall be obliged to accept and pay for the quantity actually delivered.

#### **§5 Acceptance and properties of the Goods**

1. The Buyer shall carefully examine the Goods at the moment of their receipt, in particular in terms of quantity, compliance with the Contract, the unit order, documentation provided and visible quality defects as well as grades. The examination shall also apply to the documentation provided along with the Goods.
2. After the examination, the person authorised by the Buyer shall sign the delivery document (including the invoice, consignment note or delivery note, including the delivery note issued directly by the Seller's supplier). Signing the delivery document shall denote confirmation of conformity of the Goods with the Contract, and absence of defects that could be noticed if each item of the Goods was very carefully examined/inspected during the acceptance procedure. The Buyer may not release itself from the obligations defined in this section and in sec. 1, and from the effects of failure to comply therewith by referring to the adopted business and acceptance practices.
3. If the Contract does not identify persons authorised by the Buyer, the Buyer shall present to the Seller a list of persons authorised to represent the Buyer, i.e. to place orders, sign delivery notes; the list shall include names, surnames, phone numbers and email addresses. If the list of authorised persons is not submitted, the Seller shall have the right to suspend performance of the Contract.
4. The Buyer assures that acceptance will be made by authorised persons only. If the Goods were accepted in the place of delivery indicated in the Contract or unit order, it shall be deemed that the person present in this place and signing the delivery note was authorised to accept the goods on behalf of the Buyer. In such a case, upon the Seller's request, receipt of the goods and authorization shall be confirmed by the person indicated in sec. 3 via e-mail or by signing the WZ document signed by such a person and returning the WZ document in writing or a scan
5. Absence of authorised persons, which prevents the Seller from delivering the Goods on time, or refusal to present an identity document, shall release the Seller from consequences of potential claims for compensation due to delay in delivery. If the persons authorised to accept the Goods are absent, the Seller may charge the cost of transport and additional loading and unloading on the Buyer.
6. If the Buyer does not pick up the Goods on the date indicated in the Contract or if the Buyer does not confirm readiness to receive the Goods after being notified of the intended dispatch by the Seller, the Seller shall be authorised, at its own discretion, to:
  - 1) indicate in writing another date for dispatch, or



- 2) issue an invoice for the sale of the Goods, or
- 3) store the Goods at the Buyer's exclusive cost and risk and charge the costs of storage on the Buyer at the flat-rate of 2% of the gross value of the Goods stored according to the price stated in the Contract for each commenced month of storage, counting from the first day of delay in collection, provided that the delay exceeds 30 days, or
- 4) allocate the Goods for scrapping and demand that the Buyer pay the price reduced by the value of the scrap, determined by the Seller if the Buyer's delay lasts more than 60 days, or
- 5) Selling the Goods to another customer and charging the Buyer with the difference between the price received from that customer and the price agreed for the Goods in the Agreement with the Buyer - if the Buyer's delay lasts more than 60 days.

In the event that the Seller suspends the release of the Goods to the Buyer due to the occurrence of the premises referred to in the GTS, including § 3 sec. 9 point 2, § 5 sec. 3, it is assumed that the Buyer is delayed with the acceptance and this paragraph shall apply. The rights indicated in the previous sentences in sec. 1-5 may be used jointly and shall not be mutually exclusive.

7. If, under the Contract, the Seller undertook to provide the manufacturer's certificate to the Buyer, the certificate shall be provided within 14 business days of delivery, provided that the certificates shall be provided as a copy or sent via email. Otherwise, the Seller may provide copies of the certificates after prior arrangement and subject to a fee at the rate adopted by the Seller, no earlier than within 7 business days, provided that the Buyer's request for a certificate may not be made later than within 3 months of the date of completion of the sale.
8. The Seller assures that the Goods are fit for a specific purpose only if such specific purpose is indicated by the Contract. Otherwise, the Seller shall not guarantee that the Goods are suitable for a given purpose, and any information provided in this respect may not be the basis for the decision to buy the Goods for a specific purpose. When placing an Order the Buyer is obliged to know the parameters and the intended use of the Goods ordered; the risk of their intended purpose and use rests exclusively with the Buyer. The Seller is not liable for the choice made by the Buyer and for the intended use or purpose.
9. All certificates, approvals, declarations of conformity of the steel producer and other documents provided by the Seller, indicating the quality of the Goods, its parameters and technical properties, shall not constitute the Seller's confirmation of the data contained therein, and thus are not a guarantee that the Goods meet the criteria specified therein. The documents provided merely inform that the Goods were made in conformity with the criteria specified therein, as stated by the manufacturer.
10. The Buyer shall ensure that the access roads are in adequate condition, entrance and exit to the destination of the Goods is not hindered or obstructed. In case of time, zone or tonnage limitations for trucks, the Buyer shall provide the Seller with permits for truck entry to a zone which is covered by a ban. If the above obligation is not fulfilled, the Seller shall not be liable for delays in performance of the Contract and the Buyer shall cover the resultant costs, including the costs of such transport, additional loading and unloading.

#### **§6 Complaint procedure**

1. The Seller shall provide a 6-month guarantee to the Buyer, starting at the moment of handover of the Goods. The Seller shall not be liable in any way for corrosion or normal wear and tear of the Goods after the delivery date.
2. All complaints relating to quantity as well as quality complaints concerning visible defects must be reported to the Seller by the Buyer only during the acceptance or delivery of the Goods. Additionally, the Buyer shall include a note in the delivery document (WZ), which must be signed by the driver who made the delivery.
3. The Buyer shall notify the Seller of latent defects in the Goods, i.e. defects which the Buyer could not detect during acceptance or delivery despite exercising utmost care, within 7 days of discovering a defect, but no later than 6 months after handover of the Goods.
4. A complaint shall require identification of the Goods and provision of information which enables unequivocal indication that the Goods were supplied by the Seller, the quantity and cause of the complaint (description of the defect), the number and date of the invoice and delivery note, the address at which the goods are stored and presentation of documents which justify the claims, including a photo of the label and defects of each item of the Goods subject to complaint.
5. Complaints may be sent by email, facsimile, registered letter or delivered personally. If a complaint is sent by email or facsimile, the complaint shall be effective provided that it is additionally sent to the Seller by registered post or delivered personally within 7 days.
6. If the deadlines for lodging a complaint, the form or contents of a complaint, as described in sec. 2-5, are not complied with, the Seller shall have the right to reject the complaint due to forfeiture of the rights under the



guarantee, irrespective of assurance that the Goods were made in accordance with the Contract and the documentation.

7. The Seller shall process a complaint as soon as possible taking into account its other commitments, but no later than 30 days after its receipt, provided that the deadline for processing a complaint may be extended by the time of waiting for the results of tests of the Goods and information or documents from the Manufacturer or the entity which supplied the goods, to whom the Seller may send the complaint for the purpose of assessing its reasonableness.
8. The Buyer shall properly secure the Goods subject to complaint, which includes securing them against destruction and corrosion or other surface defects, and shall enable the Seller to see the Goods subject to complaint so that the Goods can be unequivocally identified (which includes presentation of the label), collect samples and perform technical tests, as well as provide conditions required to carry out an inspection and verification of reasonableness of the complaint, under the sanction of forfeiture of the right to claims under the guarantee.
9. The costs of testing the Goods, if any, shall be incurred by the Buyer. The Seller shall return to the Buyer the costs incurred, in case the tests demonstrate defects in the Goods, provided that such costs are agreed with the Seller in advance in a documentary form to be valid.
10. In the event of an unjustified complaint, all costs of its verification, including the costs of work of the Seller's employees and their travel shall be borne by the Buyer.
11. If a quality-related complaint is admitted, the Seller, under the guarantee, may, within the time limit agreed with the Buyer, supply the missing quantity of the Goods (quantity complaint) or replace/repair the defective Goods (quality complaint), withdraw from the Contract or refund the relevant portion of the remuneration to the Buyer. The decision in this respect shall be made by the Seller, taking into account the type of defect identified.
12. The defective Goods shall be returned at the place of their location as indicated in the complaint lodged by the Seller. The Buyer is obliged, at its own expense, to prepare the defective Goods for loading and collection by the Seller, load the defective Goods and unload the Goods delivered in their place. If the returned Goods are damaged, soiled, covered with corrosion or other surface defects arisen after the sale, or they cannot be unequivocally identified, the Seller may refuse to collect them. In this situation, the Buyer shall forfeit its rights under the Guarantee and the Seller may cancel its previous acceptance of the complaint, or maintain its acceptance of the complaint and charge the Buyer with the costs of removal of the surface defects referred to in the preceding sentence.
13. The Seller can suspend its activities to satisfy the Buyer's claims under the guarantee until the Buyer has paid all outstanding payments.
14. The Seller shall not be liable for non-performance or undue performance of the Contract if the Buyer was aware of a defect in the Goods at the time of their handover or could notice the defect at that time, if the Goods were re-sold, repaired without the Seller's consent, installed, modified in any way, as well as for defects which result from inaccurate storage, which includes their inadequate protection against corrosion, erosion or other surface defects, and for defects resulting from undue fabrication of the Goods by the manufacturer. In the situations described above, the guarantee shall be excluded.
15. The Seller's liability under the guarantee shall be limited each time to the value of the defective part of the Goods. In addition to the guarantee described in these GTS, the Seller does not provide any other guarantees to the Buyer and is not liable to the Buyer for defects in the Goods resulting from any other reason. The Seller's liability under the warranty for physical defects shall be excluded.

#### **§7 Liability**

1. The Seller shall not be liable for non-performance of obligations under the Contract, including non-performance of the Contract on time, in the event of force majeure, which shall be construed by the Parties to mean each external event of extraordinary nature, which cannot be predicted or prevented, in particular: strikes, street and road blockades, restrictions on vehicular traffic, theft of the Good in transport, excessively low or high ambient temperature, torrential rainfall, hurricanes, or extraordinary events on the Seller's part, in particular: breakdown of a crane or other equipment, break in electricity supply, computer system failure, long line of vehicles waiting to be loaded, as well as shortage and delays in performance of orders by the Seller's suppliers. The Seller shall notify the Buyer of the events referred to in the previous sentence.
2. The Seller shall not be liable for delay in release of the Goods or in performance of the service, if his supplier or subcontractor failed to deliver or perform the service on time. The Seller's liability for non-performance or undue performance of the Contract shall be limited to actual damage caused intentionally, being a normal or predictable consequence of the Seller's actions or omissions, and shall be limited to 100% of the net value of the Contract.





Under no circumstances should it include direct damage, lost profits, costs of processing and production losses. All further liability of the Seller shall be excluded, subject to mandatory legal regulations.

3. The Buyer who purchases the Goods listed in Annex 11 to the VAT Act of 11 March 2004 (“VAT Act”) from the Seller, shall guarantee that as of the date of committing to buy the Goods from the Seller, including the day of granting guarantees, sureties, making payments or the day of collection of the Goods from the Seller, it is a taxable person referred to in Article 15 of the VAT Act, registered as an active VAT payer.
4. If the Buyer infringes the provisions of sec. 3 above, and fails to prove to the Seller that it is registered as an active VAT payer, it shall be obliged to the amount specified in a correction invoice issued by the Seller, increased by the VAT, along with interest counted from the VAT due date.

#### **§8 Withdrawal from the Contract**

1. The Seller may withdraw from the Contract if any of the following situations occurs:
  - 1) the Buyer refuses to pick up the Goods;
  - 2) the financial situation deteriorates or reasons arise for opening bankruptcy or restructuring proceedings for the Buyer, the Buyer commences liquidation of its enterprise, or an order for seizure of the Buyer’s assets is issued; the Buyer shall promptly notify the Seller in writing about the occurrence of such circumstances;
  - 3) performance of the Contract is suspended for more than 7 days for reasons attributable to the Buyer;
  - 4) the Buyer delays payment of an amount due and payable to the Seller;
  - 5) the Seller cannot timely perform the Contract in total or in part for reasons not attributable to the Seller, and related to the entity from which the Seller buys the Goods.
2. The right to withdraw from the Contract may be exercised within 45 days of occurrence of the reason justifying such withdrawal. The statement of withdrawal from the Contract shall be made in writing with indication of the cause for withdrawal. The Parties jointly declare that in case any of them withdraws from the Contract, the withdrawal shall apply to the unperformed part of the Contract, i.e. the part remaining to the performed (ex nunc). If the Seller exercises the right to withdraw from the Contract, the Seller shall not be liable for non-performance of the Contract,
3. In the event of withdrawal from the Contract, in particular for the reasons described in sec. 1, the Seller may charge the Buyer a contractual penalty in the amount of 10% of the estimated net value of the Contract. If the amount of the damage exceeds the amount of the contractual penalty, the Seller may claim supplementary compensation on general terms.

#### **§9 Trade credit limit**

1. The Seller may grant to the Buyer a trade credit limit, i.e. a limit of the Buyer’s debt to the Seller for all deliveries and sales, which is understood as the sum total of all:
  - 1) invoices due and payable and
  - 2) invoices issued but not due, as well as
  - 3) deliveries and sales made but not yet invoiced.
2. Up to the current limit, the Seller shall make sales and deliveries according to the Contract and single orders placed under the Contract. If the performance of the Contract (a single order) exceeds the limit, the Seller has the right to refuse its completion in total, and in this case the order shall be completed after the deadline for completion of the single order, counted after the date of crediting the Supplier’s account with the prepayment.
3. The Seller reserves the right to unilaterally change the trade credit limit or withdraw the same in justified situations, in particular if: (1) the financial situation deteriorates, or (2) there are reasons for commencement of bankruptcy or restructuring proceedings for the Buyer or (3) the Seller has other concerns regarding the Buyer’s financial credibility, or (4) the Seller has other reasons which it considers important, (5) the insurer withdraws the limit, (6) false information was provided as the basis for granting the limit, (7) the amounts due to the Seller are not paid timely, (8) the Buyer refuses to establish collaterals required by the Seller. The limit may be restored if the Buyer presents collaterals acceptable for the Seller. A change or withdrawal of the limit shall not require an annex to the contract; the Seller shall inform the Buyer about the change.
4. If there is no trade credit or it has been used up, the Seller has the right to refuse further sales in total.
5. If the limit is reduced or completion of orders is refused after exceeding the trade credit, the Buyer shall have no claim to the Seller.



### **§10 Confidentiality clause**

1. The Buyer undertakes to keep secret all information which is disclosed to the Buyer by the Seller or which the Buyer has become privy to in connection with performance of Contracts, process the information only for its intended purpose, protect the information against unauthorised access or loss and not to disclose the information to any third party without the Seller's prior consent expressed in writing.
2. The confidentiality undertaking referred to in this clause shall be binding upon the Buyer for indefinite term, also after expiration, termination or withdrawal from the Contract.
3. The provisions on personal data protection are attached as Appendix 1 to the GTS.

### **§11 Final Provisions**

1. Contracts shall be governed by the laws of Poland and subject to jurisdiction of the Polish courts. For international contracts, the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.
2. Notifications shall be considered effectively delivered also if sent by email to the addresses indicated in the Contract.
3. The Parties shall notify each other of each change of their registered address and phone numbers, email addresses, telefax numbers, and persons authorised for contacts. If they fail to do so, refuse to receive or do not pick up a letter within the time limit set by the serving party (double notification), a letter sent to the last address indicated by the Party and returned with an unsuccessful delivery note shall be deemed served. Notifications shall be considered effectively delivered also if sent by email to the addresses indicated in the Contract, and therefore sending an email to the last known email address shall have the same effects as described above.
4. If individual provisions of the GTS prove invalid or ineffective, the validity and effectiveness of the other provisions shall remain unaffected. In this case, the parties undertake to agree provisions that will effectively reflect the previous ones.
5. Changes to the GTS shall enter in force once they are published on the website <http://www.konsorcjumstali.com.pl> and shall take effect on 11 May 2021.
6. Any disputes that may arise out of performance of a Contract or an Order shall be resolved by the Parties amicably, and if no agreement can be reached within 1 month, the disputes shall be resolved by a common court of jurisdiction over the Seller's registered office.



## **Appendix No. 1 to the GTS INFORMATION CLAUSE - COMMERCIAL COOPERATION**

Acting on behalf of the company Konsorcjum Stali S.A. seated in Zawiercie in accordance with art. 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46 / EC (general regulation on data protection), hereinafter referred to as the Regulation, please be advised that:

- 1) The administrator of your personal data is Konsorcjum Stali S.A. ul. Paderewskiego 120, 42-400 Zawiercie, NIP (tax identification number) 522 00 04 379, e-mail [biuro.zawiercie@konsorcjumstali.pl](mailto:biuro.zawiercie@konsorcjumstali.pl) tel. 32 67 216 92 (hereinafter also referred to as the Company)
- 2) Contact details to the Personal Data Protection Inspector: [iodo@konsorcjumstali.pl](mailto:iodo@konsorcjumstali.pl) tel. 32 67 216 92
- 3) Your personal data will be processed for the following purposes:
  - a) performance of the contract concluded with the Company (including submitted orders and offers) (legal basis: art.6 (1) (a) b of the Regulation)
  - b) related to debt collection (legal basis: Article 6 (1) (f) of the Regulation)
  - c) marketing and promotion of goods and services offered by the Company (legal basis: Article 6 (1) (f) of the Regulation)
  - d) implementation of the internal administrative purposes of the Company, in particular archiving and internal reporting (legal basis of Article 6 (1) (f) of the Regulation)
  - e) fulfillment by the Company of legally binding obligations in connection with running a business and the implementation of concluded contracts (legal basis: Article 6 (1) (c) of the Regulation)
- 4) Your personal data may be made available to other recipients. The recipients of your personal data may be:
  - a) entities that process your personal data on behalf of the Company on the basis of an agreement concluded with the Company for entrusting the processing of personal data, including external accounting firm, external law firms, debt collection and intelligence agencies, companies providing IT services
  - b) entities authorized to access your personal data on the basis of applicable law, including courts, bailiffs, insurers, KRD
- 5) your personal data will be kept for the period necessary for the implementation indicated in point 3 purposes of processing, i.e.
  - a) as regards the implementation of the contract concluded by you with the Company for the period until its completion, and after that time for the period and to the extent required by law or to secure any claims;
  - b) in the field of debt recovery for a period until all debts are fully met;
  - c) in the field of marketing and promotion of products and services offered by the Company, until the legitimate interests of the Company constituting the basis for processing are fulfilled or until you object to such processing;
  - d) in the scope of the internal administrative purposes of the Company, including in particular archiving and internal reporting, until the legitimate interests of the Company constituting the basis for processing are fulfilled or until you object to such processing;
  - e) in the scope of fulfillment by the Company of legally binding obligations in connection with running a business and implementation of concluded contracts for the period until the fulfillment of these obligations by the Company.
- 6) Due to the processing of your personal data by the Company, you are entitled to:
  - a) the right to access the content of personal data pursuant to art. 15 of the Regulation;
  - b) the right to rectify personal data pursuant to art. 16 of the Regulation;
  - c) the right to delete personal data ("the right to be forgotten") pursuant to art. 17 d) of the Regulations;
  - e) the right to limit the processing of personal data pursuant to art. 18 of the Regulation;
  - f) the right to transfer personal data pursuant to art. 20 of the Regulation;
  - g) the right to object to the processing of data pursuant to art. 21 of the Regulation;
  - h) if the processing of your personal data takes place on the basis of your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
  - i) if you believe that the processing of your personal data by the Company violates the provisions of the Regulation, you have the right to lodge a complaint with the supervisory body - the President of the Office for Personal Data Protection.
- 7) Providing your personal data is voluntary, however, failure to provide this data will result in the inability to conclude and perform a contract with the Company. To the extent that the processing of your personal data takes place for the purpose and implementation of the contract, providing this data by you is a condition for the conclusion of this contract.

