



**General Terms and Conditions (GTC) for all Alucrom plants in Poland
Dated 15.01.2021**

§ 1 GENERAL PROVISIONS

1. Definitions and interpretations:

In these Conditions the following definitions apply:

- 1) General Terms and Conditions (GTC) - The hereby GTC specify the general terms and conditions with respect of the provision by Alucrom Sp. z o.o. or Alucrom Kielce Sp. z o.o. (Contractor), its branches and plants, of services of surface coating and painting (Services) and, unless otherwise agreed between the parties in writing, they shall constitute an integral part of the Agreement for execution of Services between the Contractor and the Ordering Party.
 - 2) Contractor- means Alucrom Sp. z o.o. or Alucrom Kielce Sp. z o.o., its branches and plants.
 - 3) Ordering Party- means the person and/or entity who purchases the Services from the Contractor.
 - 4) Parties- means Contractor and the Ordering Party, and Party shall mean either Contractor or Ordering Party.
 - 5) Services- means as agreed between the Parties, the Contractor's undertaking to perform surface coating and painting.
 - 6) Agreement: means the agreement to be concluded between the Ordering Party and the Contractor for the performance of the Services, incorporating these GTC and the Contractor's offer, as described below in § 2 AGREEMENT CONCLUSION SUBMISSION OF ORDER.
2. In the event of any doubts, the GTC current for the time being, in the meaning binding for the specific agreement/order placed by a given Ordering Party, shall be deemed as effective and binding also with respect to all the subsequent agreements/orders of that Ordering Party. No variation of these GTC shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Contractor.
3. Any agreements concluded by the Contractor and the Ordering Party shall be subject to the Polish law and shall fall under the jurisdiction of the Polish courts of law. No provisions of United Nations Convention on the International Sale of Goods (CISG) shall apply for these agreements. Polish law shall be applicable in resolving any disputes that may arise in connection to any agreements between the Parties, the Contractor's performance of Services and/or the interpretation of the GTC and any such dispute shall be resolved by a Polish court with its seat in Wrocław .

§ 2 AGREEMENT CONCLUSION SUBMISSION OF ORDERS

1. Unless otherwise agreed between the Parties, the exchange of statements related to the conclusion and execution of the Agreement for provision of services by the Contractor shall occur via electronic means. The Contractor will submit its offer, including these GTC as an integral part of the offer, to the Ordering Party by e-mail. By replying with an order, the Ordering Party shall be deemed to have accepted the Contractor's submitted offer as well as these GTC. In case of any discrepancy between the order placed by the Ordering Party and the offer submitted by the Contractor, the offer will take precedence.
Provisions of Art. 66¹ § 1-3 of the Civil Code shall not be applicable.
2. Prior to the conclusion of the agreement, the Ordering Party shall submit to the Contractor all data necessary for the conduct of valuation of services and preparation of offers, including but not limited to the type and marking of goods, volume, RAL colour, type of services and expected

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thickness of coating layers as well as the specification of the methods of fulfilling the required parameters and properties. In case of Services consisting in partial painting or/and the service of partial replacement of the surface coating layer, the Ordering Party is obliged to submit detailed machining drawings on the basis of which places that must be subjected to the services as per the order will be transparent as well as areas that must be secured by the Contractor further to specifying additional requirements.

3. Based on the data provided by the Ordering Party, the Contractor shall elaborate and present its offer according to the template constituting an appendix to the hereby GTC, specifying significant conditions for the execution of services and the term of the offer validity. The Ordering Party shall verify compliance of the provisions of the offer with his own requirements. In the event of any discrepancies between the data submitted by the Ordering Party and the content of the offer, upon lack of immediate reservations by the Ordering Party, the offer shall be deemed to fulfil the required parameters and properties. In case of submission of reservations by the Ordering Party, the Contractor shall elaborate and present an updated commercial offer.
4. Subject to the provisions in clause 5, for the conclusion of a binding agreement on the basis of the offer specified in clause 3, the Parties shall additionally agree via electronic means of the following:
 - 1) the schedule of deliveries of details for painting and their reception;
 - 2) logistics details;
 - 3) submission made by the Ordering Party in a hardcopy form (in writing or via electronic post) of a signed order containing no reservations towards the last updated offer of the Contractor and indicating its number;
 - 4) Contractor's confirmation of approval of that order, the agreed schedule and logistics arrangements.
5. Should the Contractor commence painting works of details submitted by the Ordering Party despite lack of all arrangement in place, as specified in the preceding clause, the agreement shall be deemed as concluded solely with respect of the approved detail batches, according to the conditions specified in the last updated by the Contractor commercial offer and in cases not resolved therein, the binding provisions of the Civil Code shall be applicable.
6. Should an order of the Ordering Party be submitted after the term of its validity specified in the Contractor's offer or if in the period post submission of the offer circumstances are disclosed which have not been considered upon its elaboration, in particular, ones that impact the costs of service execution, its price, or time schedule, the Contractor may make the approval of such an order conditional on approving by the Ordering Party of the properly updated commercial offer, including with respect of price conditions.
7. Subject to the provisions of clause 5, upon the Contractor confirmation of an order submitted on the basis of the Contractor's offer, the agreed schedule and logistics arrangements, a binding agreement on provision of services is deemed by the Parties as concluded according to the conditions specified in the offer and in the hereby GTC.

§ 3 CONDITIONS FOR REALIZATION OF ORDERS

1. In case of disclosing that the execution of the service in accordance with the parameters specified in the order may pose a threat of damaging or destroying the goods or of improper quality of the conducted coatings, the Contractor shall immediately notify the Ordering Party of this fact, if possible, indicating the technologically appropriate manner of its completion and the conditions for it, including price conditions. In case of lack of agreeing by the Parties of the right application of the mode specified in § 2 the new parameters and conditions of service execution, the Contractor shall execute it in accordance with the initial order at the sole risk and responsibility of the Ordering Party. The term of completion of the service shall be shifted as appropriate.
2. The Contractor shall not be liable for the effects of the executed service in the cases when in the process of manufacturing the goods specified in the order for the Ordering Party, chemical agents

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were applied the residues of which may have a negative impact on the quality of lacquering treatment and the Ordering Party failed to indicate this fact explicitly while submitting data for commercial offer elaboration.

3. Goods and their components provided by the Ordering Party for the purpose of service execution ought to be properly prepared and secured and they cannot contain any traces of dirt, chemicals or other contaminating substances. In case of failure to adhere to the above conditions the Ordering Party shall bear the responsibility for any losses or costs related to the above and the consequences with respect of order execution.
4. The type and scope of trials and tests of the conducted painting coatings and the principles of incurring costs are specified in the order submitted on the basis of the commercial offer.
5. Performance of tests by the Contractor, as specified in the preceding clause, shall not release the Ordering Party from the obligation to carry out his own quality tests with respect of goods and lacquering treatment post their collection.

§ 4 PRICES PAYMENT AND HANDOVER TERMS

1. Prices of services offered are tax exclusive (they do not encompass the VAT tax) and calculated on the basis of the summary of works presented to the Ordering Party. Unless explicitly stated otherwise in the commercial offer, as per clause § 2, the prices shall not encompass the costs of packaging, transport and other costs directly related to the execution of services and release of goods.
2. In the event of price or rate increases of cost drivers assumed for the Contractor's service price calculation in the period between submission of an order and its execution, the Contractor shall be entitled to the relevant price increase. Likewise, in the case of necessity to carry out additional works which have not been provided for in the price calculation.
3. In case of factual, total or partial resigning by the Ordering Party from completion of the ordered services (non-provision of goods for painting in the planned volume and terms) the Contractor may demand contractual penalty on account of maintaining production capacity at the level of 10% of the price of performed services.
4. Unless otherwise agreed between the Parties, payment for the performed service should occur within 14 days from the date of issuance by the Contractor and delivery by the Ordering Party of the relevant invoice. Delivery of invoices via electronic means is allowed. Date of payment shall be considered the date of funds entering the bank account of the Contractor. In the event of delays in payments by the Ordering Party the Contractor shall be entitled to withhold provision of further services for the Ordering Party and to burden him with statutory interest at the level of maximum interest per each day of such delay. Without the written consent of the Contractor, the Ordering Party is not entitled to carry out withholding or offsetting liabilities against any receivable payment of the Contractor.
5. The Ordering Party shall carry out payments for the obtained invoices to the bank account specified therein in a manner free from any costs related to it.
6. The Ordering Party's failure to comply with the payment terms specified herein (lack of payments and non-timely payments) for the conducted services, entitles the Contractor to withhold the goods entrusted to him by the Ordering Party until such time when the payments due have been paid. The Contractor shall not bear the responsibility for any potential damages occurring on the side of the Ordering Party with respect of withholding the entrusted goods.
7. In the event of lack of payment and/or non-collection of the goods entrusted to the Ordering Party within 3 working days counting from the notification issued by the Ordering Party of the conduct of service, the Contractor shall be entitled to additionally charge the Ordering Party with payment for storage of the entrusted goods at the level of 2% of the service price for a given good for each commenced day of storing, counting from the date of completion of the service. The danger of accidental loss or damage of goods shall be borne by the Ordering Party also post the expiry of the term of their collection.

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8. In the event specified in the preceding clause, if a delay in collection of the goods exceeds 30 days, the Ordering Party is deemed to have irrevocably authorized the Contractor to dispose of non-collected goods at scrap prices and to offset the funds obtained through this against the amounts due for the storage and the remaining overdue payments owed to the Contractor.
9. Rights and obligations of the Ordering Party stemming from the agreement with the Contractor cannot be entirely or partially transferred onto any third party without explicit written consent of the Contractor issued on a case by case basis.

§ 5 PACKAGING, INSURANCE, TRANSPORTATION

1. Unless otherwise agreed between the Parties, the Ordering Party shall be responsible for the relevant packaging of goods in such a way so that they are correctly secured against weather factors and damages during transport as well as for ensuring the right racks, pallets or other appropriate containers. The Ordering Party ought to use such materials that are necessary for the adequate packaging of goods suitable to be reused by the Contractor after completion of the service. In case when the Ordering Party should require, for the goods services entrusted with him to be completed, packaging other than that in which the goods had been delivered to the Contractor's plant or in case the delivered packaging was used, damaged, stained and is no longer fit for re-use, the Contractor shall package the goods in his own packaging, charging extra costs to the agreed price of the service.
2. Unless otherwise agreed between the Parties, the costs and the risk of transportation of goods from the Contractor's plant and the return transport after execution of the service shall be incurred by the Ordering Party.

§ 6 SERVICE COMPLETION TERM

1. Unless otherwise agreed in writing between the Parties, the term specified in the offer for the execution of the service shall commence on the day following the working day after the Ordering Party's delivery of details to the Contractor's plant, no sooner however than after the expiry of the term specified in the offer for the order and the delivery of necessary painting materials (paint and other components). The term shall be adequately prolonged in case of the necessity to carry out additional actions, not included for in the offer, whether such additional actions are requested by the Ordering Party or proposed by the Contractor .
2. The Contractor shall not bear any liability for delays in the execution of services stemming from the non-envisaged events and/or any other causes outside of the Contractor's control. In case of such delays, the Contractor shall be entitled to the necessary extension of time as well as compensation from the Ordering Party for the costs thereby incurred.
3. Should a delay as specified in the paragraph 2 to this clause 2 exceed 30 days, either of the Parties may terminate the agreement with respect of the non-executed part. If a delay results from causes due to the Ordering Party, he shall be held liable for any damages stemming therefrom.
4. Should the Contractor be able to anticipate that he shall not be capable of meeting the agreed term for completion of services, he shall immediately notify the Ordering Party of this fact, indicating the causes for such a situation and establishing the new term of delivery.

§ 7 RESPONSIBILITY AND WARRANTY

1. With respect of the Contractor's liability for the goods entrusted for completion of services, the applicable provisions of the Polish Civil Code regarding storage shall apply.
2. The Contractor's liability for the damages in goods occurring in the course of production processes is limited to an amount equivalent to the price of services of painting for the damaged or deteriorated goods multiplied by three.
3. Notwithstanding anything contained in these GTC, the Ordering Party's offer or elsewhere, the total aggregate liability of the Contractor for defects, delay, damages, indemnities or any other

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event or failure shall not in any circumstances exceed the amount equivalent to the price of the actual order.

4. Quantity-related complaints must be reported in detail within the shipping list or on the confirmation elaborated directly upon collection and submitted to the Contractor, no later than on the following working day. The same concerns visible damages and physical faults of goods or packaging (mechanical damages, fractures, breakages, delineations, exfoliations, blistering, corrosion traces, discolorations etc.). The remaining quality-related complaints must be reported no later than on the following working day after their detection. If the Ordering Party fails to give such complaint notice as aforesaid, the Ordering Party is deemed to have lost the right to make a complaint.

Authorizations of the Ordering Party on account of warranty for faults expire at the latest after one year from the date of issuance of the goods after execution of the service.

5. The Contractor's liability shall not cover defects and faults in the lacquering surface, stemming from causes other than the incorrect execution of the service, that is, in particular in case of:
 - 1) defects in the goods such as defects of welded joints, defects in the material surface not fulfilling the requirements, applying agents colliding with the applied paint technology during the treatment of goods without prior notifying the Contractor of this fact;
 - 2) mechanical damages of the paint layer and natural wear and tear;
 - 3) damages caused by chemical and thermal factors, related especially with improper storage, exploitation and maintenance or another contact with factors not occurring during standard exploitation, including the designation of the painted goods.
6. If the cause of defects in the lacquering layer is solely improper quality of the lacquering material provided by the manufacturer, entitlements of the Contractor shall be limited to entitlements that the manufacturer grants to his recipients for the given material, applied in accordance with the accepted painting system. The obligations of the Contractor in such case shall be limited to submitting a declaration on the transfer onto the Ordering Party of claims towards the manufacturer of the material.
7. Whilst submitting a complaint, the Ordering Party shall be obliged to, under the pain of loss of claims, secure the goods which are the subject of complaint against the expansion of the size of defect, describe the nature and the size of defects, submit reports from relevant tests confirming the occurrence of defects and – in line with the instructions of Contractors – immediately enable verification of reasonableness of the complaint through inspecting and testing the place of storage of goods or of their delivery to the target location. In case of noting no grounds for the claim, costs of additional transport and tests shall be incurred by the Ordering Party.
8. In case of considering a given claim as legitimate, the Contractor shall at his own discretion, propose to the Ordering Party a choice of one of the following forms of realizing obligations:
 - 1) Repair (re-painting) of the goods subjected to complaint
 - 2) Decreasing the service price (discount) adequately to the degree of decreasing the quality of the service.
9. Other than what is stated in this GTC, any other form of realization of entitlements and/or claims on account of faulty services shall be excluded. The remedies expressly set out in this GTC are the Ordering Party's exclusive remedies in case of defects, delays, damages or other failure by the Contractor.

§ 8 CONFIDENTIAL INFORMATION

1. The Parties shall be obliged to mutually maintain a commercial secret and enterprise secret with regards to the information obtained in relation to the conclusion and execution of the agreement.
2. All specifications, drawings, technical descriptions and details related to the realization of the service, including in particular those concerning lacquering of goods (hereinafter referred to as:

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“Information”), submitted with the offer of the Contractor or delivered otherwise to the Ordering Party in accordance with the agreement, shall be passed on according to the principle of confidentiality. The Ordering Party shall be obliged to treat all such Information as confidential and shall not disclose any such Information without the prior written consent of the Contractor issued on a case by case basis. The Ordering Party may only use such Information solely for the purposes related to the realization of the agreement (order) between the Parties.

3. All inventions or new technologies of treatment of goods, created in relation to the agreement (order) execution as well as all intellectual property rights to them shall be granted to the Contractor.

§ 9 FINAL PROVISIONS

1. The document of the commercial offer and the hereby GTC shall constitute the content of the agreement between the parties. All prior declarations and arrangements shall lose their force upon concluding a binding agreement between the Parties.
2. In all matters unresolved in the order and in the hereby GTC the provisions of the Civil Code shall apply.
3. Should individual provisions of the hereby GTC be or become invalid due to any cause whatsoever, this circumstance shall not impact the validity of other provisions contained therein.
4. All declarations related to the conclusion and execution of the agreement between the Parties shall require a documentary form as defined in the Polish Civil Code, otherwise null and void.
5. The Ordering Party shall not transfer any contractual rights or obligations, as a whole or in part, without prior written consent of the Contractor (or otherwise the transfer shall be null and void).
6. The Contractor is entitled to terminate the Agreement with immediate effect, if:
 - a) The Ordering Party suspends payments, begins negotiations on the composition without bankruptcy declaration, begins or applies for reconstruction of the company and / or enters into liquidation, enters into bankruptcy or may become insolvent in any other way.
 - b) Ownership structure of the Ordering Party changes