

§ 1. PRELIMINARY TERMS AND CONDITIONS

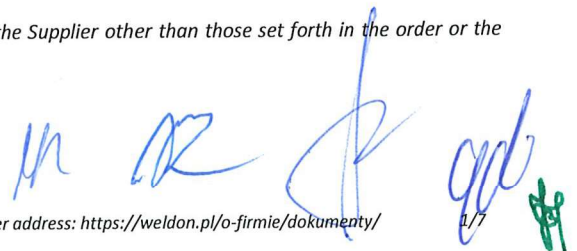
1. These general terms and conditions of purchase (hereinafter referred to as the "General Terms and Conditions of Purchase") shall apply to all transactions of purchase of goods by WELDON Ltd. and their deliveries, as well as services provided to Weldon Ltd. with its registered seat in Brzezówka (hereinafter interchangeably referred to as "Weldon"/the "Ordering Party"/the "Buyer") and are an integral part of each order placed by Weldon at the Supplier, unless a separate agreement signed by the Ordering Party and entered into by and between the Ordering Party and the Supplier provides otherwise.
2. Supplier's commencement of the fulfilment of the order/supply shall be tantamount to the Supplier's acceptance of the terms and conditions of the order placed by Weldon and entering into an agreement under the terms and conditions laid down in these General Terms and Conditions of Purchase and the order itself.
3. These General Terms and Conditions of Purchase are an integral part of each order placed with the Supplier by Weldon Ltd. In the event of any conflicts or discrepancies the content of the order itself shall prevail.
4. Any modifications and supplements to the order determined unilaterally by the Supplier and being in contradiction or deviating from these General Terms and Conditions of Purchase and the terms and conditions of the order itself shall be void and ineffective, unless they are clearly and unambiguously approved by Weldon in writing.
5. Purchases of metallurgical materials covering the entire range of steel products, other metals and metal alloys, including prefabricated ones, are additionally regulated by the provisions of the General Terms and Conditions for the Purchase of Metallurgical Materials by Weldon sp.z o.o. constituting an integral part of these General Conditions of Purchase (GTC) and attached to this document as Appendix No. 2.

§ 2. ORDERS

1. The subject matter of the order shall be the supply of goods and/or provision of services ordered by the Ordering Party. The subject matter of the supply must be fulfilled in accordance with the contents of the order, applicable standards and regulations, for which the Supplier shall provide necessary documents, attestations, and certificates no later than with the delivery of the purchased goods.
2. Orders shall be placed by the Ordering Party in writing. Verbal orders shall be valid if confirmed in writing by Weldon. Orders can be placed and confirmed only by the staff of the Purchasing Department or any of the members of the Management Board of Weldon. Orders placed by an unauthorised person may be deemed invalid, and in such case the Ordering Party shall have the right to refuse to make the payment and return the goods at the expense of the Supplier.
3. The Supplier shall be under a strict obligation to refer to the order number on all documents related to the supply (notice of delivery, invoice, goods dispatched note, acceptance report, etc.). A failure to fulfil this obligation may result in charging liquidated damages in the amount of PLN 100.00 for each document which does not have such references. Hereby reserved contractual penalty does not deprive Weldon of the right to claim damages exceeding the amount of the contractual penalty specified, up to the value of the actual damage suffered.
4. The Ordering Party shall purchase the ordered goods provided that the Supplier accepts the terms and conditions of purchase set forth in these General Terms and Conditions of Purchase and orders placed by the Ordering Party.
5. In the case of Suppliers constantly cooperating with the Ordering Party, the lack of a written rejection of the Ordering Party's Order by such Supplier within 24 hours from its receipt shall be deemed to be acceptance of the Order for execution by the Supplier under the conditions specified in the order.
6. Orders must be fulfilled in accordance with these General Terms and Conditions of Purchase and the terms and conditions of the order itself, which specifies, among others, the price, quantity, type, date of delivery/collection, standard, attestation). Insofar as the order does not specify precisely the standard number, materials must always be in compliance with the applicable standard in terms of category relevant to the ordered materials. The order shall be deemed to be fulfilled at the time of the correct delivery of the right materials in the required quality and quantity to the place indicated on the order and after the Supplier forwards all documents required by the Ordering Party. Goods must be delivered according to the specifications and breakdowns accompanying commissions and orders.
7. The Ordering Party reserves the right to return or refuse to accept goods that are defective or non-compliant with the order. Any individual changes to the terms and conditions of supply made unilaterally by the Supplier shall be void, insofar as they are inconsistent/in conflict with these General Terms and Conditions of Purchase or the terms and conditions of the order itself.

§ 3. TERMS AND CONDITIONS OF DELIVERY

1. The Supplier undertakes to strictly comply with the time limits, terms and conditions, and the quantities of deliveries according to the dates specified on the order.
2. Ordered goods shall be delivered by the Supplier to the place specified in the order. Unless established otherwise under a written consent of the Ordering Party, deliveries shall be made as free at the Ordering Party's warehouse: 39-102 Brzezówka 90a (Poland) unless stated otherwise in the order (domestic deliveries) or DAP (according to the current INCOTERMS terms and conditions) in the case of deliveries abroad. For this reason, transportation costs to the place of receipt of goods, insurance, and packaging shall be borne by the Supplier.
3. If no additional arrangements are made, goods subject to delivery shall be packaged appropriately and in accordance with the generally accepted rules of trade. The Supplier shall be liable for any damage resulting from inadequate packaging.
4. The Supplier warrants that the delivered goods meet all the conditions required by the applicable legislation, allowing for the introduction of the goods to the market of the European Union.
5. The Supplier undertakes to provide the quantity of goods specified in the order. The Supplier shall be obliged to make up for any possible shortages of goods promptly and no later than within the time limit specified by the Ordering Party. An excess of goods supplied to the Ordering Party may, upon a prior notification, be returned to the Supplier at its expense or stored at the expense of the Supplier in a warehouse that is owned or rented by the Ordering Party.
6. An acceptance of a delivery shall not mean acceptance of the terms and conditions of sale of the Supplier other than those set forth in the order or the General Terms and Conditions of Purchase of the Ordering Party.



§ 4. TIME OF DELIVERY

1. Unless otherwise agreed in writing, the binding time of delivery of the goods/performance of the services shall be specified in the order. The agreed time of delivery of goods shall be final and the Supplier shall be liable for any damage resulting from a failure to meet the aforementioned time limit. The liability of the Supplier shall cover both losses and lost profits incurred by Weldon in connection with a failure to meet the time of delivery referred to above.
2. The Supplier shall be liable for damages resulting from any delays, loss, or damage caused by improper labelling, packaging, or shipment identification.
3. The Supplier shall be obliged to immediately notify the Ordering Party of any circumstances that may have an impact on the delay in the delivery of goods. If in these circumstances the Ordering Party agrees to new times of delivery and those are not met, the Ordering Party shall be entitled, after the expiry of those time limits, to claim damages for the non-fulfilled deliveries and, without prejudice to those rights, to withdraw from the order. An acceptance of a late delivery shall not deprive the Ordering Party of the right to pursue claims.
4. Partial deliveries shall be allowed insofar as they are indicated in the order or agreed in writing with the Ordering Party. In the event of a change in the time of delivery of a partial delivery (delay, delivery ahead of schedule), the Ordering Party shall have the option to withdraw from the order in whole or in part at no additional cost.
5. In the event of a delay in the fulfilment of the subject matter of the order, the Ordering Party shall be entitled to, at its choice, to withdraw from it in whole or in part and/or to charge the Supplier with liquidated damages in the amount of 1% of the order value for each day of delay in delivery. In addition, the Ordering Party shall have the right to claim additional compensation when any damage caused by the delay in delivery exceeds the amount of the liquidated damages, as well as in case of withdrawal from an order accepted for fulfilment (for reasons attributable to the Supplier).
6. The Ordering Party shall have the right to return to the Supplier, at its expense and risk, each delivery made without the consent of the Ordering Party ahead of schedule or to charge the Supplier with the relevant costs of storage. The risk of damage or loss shall be borne by the Supplier.

§ 5. DOCUMENTATION OF THE MATERIALS

1. Along with the delivery of goods/performance of the services, the Supplier shall also provide any and all technical documentation and attestations and certificates required by the applicable provisions of law, as well as other documents required by the Ordering Party. A failure to fulfil the obligation referred to in the preceding sentence shall be treated as a delay in the performance of the order by the Supplier, resulting in the possibility of the Ordering Party's withdrawal from the order in respect of goods for which the obligation indicated in this item has not been fulfilled without setting an additional time limit. Additionally, copies of certificates should be sent to the following e-mail address before delivery: atesty@weldon.pl.
2. A delivery may be rejected, in particular, if it is not accompanied by a delivery document issued by the Supplier that contains the delivery details (number of the order placed by Weldon, specification of the goods delivered, quantity, weight, and details on the packaging), as well as the relevant attestations, certificates, and warranty cards.
3. The Supplier undertakes to attach the attestations to the goods dispatched note and/or delivery receipt. Otherwise, the Supplier undertakes to provide the originals of attestations not later than within three (3) days from the date of delivery, under the penalty of extending the time limit for payment. In case of a failure to provide relevant attestations, the Ordering Party shall also have the right to withdraw from the acceptance of the delivery and payment for the materials for which relevant documents have not been provided. In the case when the absence of a document referred to above prevents the implementation of the obligations of the Ordering Party towards third parties, the Ordering Party may withdraw from the order for reasons attributable to the Supplier. In such case the entire order shall be considered to be non-fulfilled with all consequences related thereto. Goods from such a delivery shall be provided at the disposal of the Supplier or stored at the expense and risk of the Supplier.
4. The Ordering Party may refuse to accept the goods delivered, if due to the incompleteness of the delivery documents/bill of lading, it is impossible to assign the delivery to the corresponding order or it is possible, but at a great cost in terms of resources.
5. The Supplier shall be obliged to make available any and all technical documentation of the product at the request of the competent market supervision authorities. In case of a failure to comply with this requirement, the Supplier shall bear any and all costs arising from any formal deficiencies.
6. The Supplier shall be obliged to store and make available to the Ordering Party the copies of the attestations applicable to the subject matter of the delivery for a period of five (5) years from the date of delivery.

§ 6. QUALITY OF GOODS

1. The obligation of the Ordering Party to inspect the delivered goods shall be limited to the inspection of their type and right quantity. Each inspection and reporting of defects by Weldon during the implied warranty or warranty period shall be considered to be filed on time. The preceding sentence shall apply accordingly to the performance of services.
2. In justified cases (e.g. due to quality defects) Weldon reserves the right to refuse to accept the goods or to return them. In the case of a refusal to accept the goods, Weldon shall inform the Supplier about this fact immediately after the discovery of reasons justifying such a decision, by giving grounds for refusal to accept. Goods being subject to such a refusal shall be provided at the disposal of the Supplier or stored at its expense and risk.
3. Deliveries of steel products can be invoiced only on the basis of the actual weight of the materials, unless the parties have agreed otherwise, in writing, by means of separate negotiations.

§ 7. QUALITY, WARRANTY, AND IMPLIED WARRANTY

1. The Supplier undertakes to provide to the Ordering Party goods of high quality. Delivered materials shall not have any corrosion and other defects, unless a deviation from this requirement has been expressly stated in the terms and conditions of the order.
2. Fulfilment of the order shall be tantamount to the Supplier granting a warranty and an implied warranty on the goods delivered for the period indicated in the order (however, of no less than twenty-four (24) months). Regardless of the rights resulting from the warranty, the Supplier shall bear liability in relation to the Ordering Party due to the implied warranty in accordance with the provisions of the Polish Civil Code. The period of implied warranty granted by the Supplier shall be equal to the period of the warranty granted by it. Any unilateral exclusions of the implied warranty by the Supplier shall be ineffective.
3. If the Supplier provides a separate warranty document (warranty card), the terms and conditions and rights specified therein may not be contrary or less favourable for the Buyer than the terms and conditions and rights resulting from these General Terms and Conditions of Purchase and, within the scope not governed in these General Terms and Conditions of Purchase, in the applicable provisions of the Polish law. The warranty period shall run from the date of proper delivery.
4. The Ordering Party shall notify the Supplier about the discovered defects of the delivered goods. Defects discovered on receipt and/or during the warranty period shall be eliminated by the Supplier at its cost and risk within the time limit specified by the Ordering Party. The Ordering Party reserves the right to

return within the warranty period any and all defective goods or to demand their replacement at the expense of the Supplier. The Supplier shall take all necessary steps to ensure the replacement or repair of defective goods at its expense with due diligence, and – under a relevant request of the Ordering Party – shall accept the return of defective goods, immediately reimbursing to the Ordering Party the amount paid by it for the defective goods.

5. In the event of receiving from the Ordering Party a notification/complaint relating to a defect in goods or services, the Supplier shall be obliged to remove the defects in goods or services or replace the defective goods with goods that are free from defects within seven (7) days from the date of receiving the notification/complaint, unless the Ordering Party agrees in writing to a different time limit. In the case of a failure to remove the defects in goods/services within the set time limit, Weldon shall be entitled to remove the defect on its own at the expense and risk of the Supplier, without prejudice to the other rights, including arising from a failure/improper performance under the supply agreement.
6. In case of a failure to receive a reply to the complaint within the set time limit, the parties shall jointly deem the complaint to be considered in favour of the Ordering Party. If case of taking action aimed at resolving the complaint, the parties agree the maximum time limit for this to be seven (7) days. After this period, an unsettled complaint shall be deemed by the parties to be resolved in favour of the Ordering Party.

§ 8. PRICES AND TERMS OF PAYMENT

1. The price of the subject matter of the order shall be indicated in the order and, unless the terms and conditions of the order provide otherwise, this price shall include packaging, all taxes (except for VAT, when the price shown is clearly marked as a net price), fees, duties, and transport and logistics charges (corresponding to the agreed terms and conditions of delivery) and any and all other charges associated with the delivery.
2. Properly issued and delivered to the Ordering Party invoices shall be paid within the time limit indicated in the order (running from the date of the correct delivery of materials that are of full value and compliant with the order and delivering to the Ordering Party the original of the properly issued (and bearing the order number) VAT invoice, provided that the invoice is accompanied by attestations and other documents required by the Ordering Party in the form required by the Ordering Party. In the event of a failure to meet the above condition, the payment deadline shall be counted from the date of delivery of the last of the documents referred to in the previous sentence.
3. If the abovementioned dates significantly differ, the payment deadline shall start from the later of those dates.
4. The Ordering Party shall, however, be entitled to withhold the payment if the Supplier fails to fulfil the requirements of the order and, in such a case, the Supplier may not raise claims for interest (even on a portion of the price), penalty, nor other forms of compensation.
5. In the case of discovering prior to payment that the delivered goods have quality defects, the Ordering Party shall immediately notify the Supplier of the quality defects in the supplied goods, and shall have in such case the right to withhold partially or fully the payment until the removal of the quality defects, whereby the set payment deadlines shall be counted from the moment of removal of those defects.

§ 9. INVOICE

1. Each time the basis for issuing an invoice shall be a proof of acceptance of the materials or the bill of lading confirmed by Weldon, which is an essential attachment to the invoice. The Ordering Party shall be entitled to reject an invoice for a delivery not backed up with an appropriate confirmation.
2. Invoices containing a reservation of the ownership right of the goods for the Supplier shall entitle the Ordering Party to withhold payments therefor. Moreover, a reservation of ownership rights on the invoice by the Supplier without an explicit written acceptance granted by Weldon through a person authorised in terms of representation shall be ineffective.
3. The invoice shall be provided to the Ordering Party no later than seven (7) days from the date of delivery.
4. For its validity, an invoice must contain the following information:
 - number and date of the order of the Ordering Party,
 - name, parameters, and the Polish Classification of Goods and Services (in Polish: PKWiU) code of each goods item,
 - quantity, unit of measure, unit price, value, and net and gross weight for each item.
5. The payment deadline for invoices issued incorrectly shall be calculated from the date of receipt of the correcting invoice by the Ordering Party.
6. Invoices shall be issued, if not agreed otherwise, in the currency of the country of the Ordering Party. VAT shall be specified on the invoice.
7. A payment shall not be tantamount to a confirmation by the Ordering Party of the fulfilment of the obligations under an order or commission. A payment of an invoice shall not constitute acceptance of any and all the ordered or delivered goods; an acceptance of the goods by the Ordering Party, for it to be binding, must be explicit and evident, and this shall only be a confirmation of the Ordering Party that the delivery has been performed.

§ 10. LIABILITY FOR IMPROPER PERFORMANCE

1. In the case of discovering defects in the goods, or non-conformity of the goods with the order, or other arrangements by and between the Ordering Party and the Supplier made in writing, the Ordering Party may at its option:
 - request a repair or replacement of the defective goods,
 - request delivery of missing parts,
 - withdraw from the transaction and leave the materials at the disposal of the Supplier.The above rights shall not cause prejudice to the other rights arising from these General Terms and Conditions of Purchase or the provisions of law, including, among other things, the right to withdraw from the supply agreement and the right to demand compensation for the incurred damages and lost profits.
2. In any event and whatever the cause – **THE RECEIPT OF THE GOODS LEFT AT THE DISPOSAL OF THE SUPPLIER** shall take place within seven (7) days from the date of notification of that fact by the Ordering Party, under the pain of charging the Supplier with the costs of storage and handling. The release of the goods shall take place in such a case after covering the costs of transport and storage, based on a VAT invoice issued by the Ordering Party. The Supplier shall not be entitled in such case to issue an invoice for the supplied goods, which shall be treated as goods under custody.
3. The Ordering Party shall be entitled to a compensation for damage incurred as a result of the defects in the supplied materials or improper performance of the service. If the Ordering Party is held liable by a contracting party or any other third party in connection with damage caused by a defect of the goods delivered, the Supplier shall be obliged to repair the damage and cover any and all costs, including court fees and compensation claims arising from the claims of third parties.
4. The Supplier warrants that the materials it provides shall conform to the standards of use and security in force within the European Union.
5. In no case shall the quality control carried out by the Ordering Party before, during, or after delivery release the Supplier from any liability for the quality of the delivered goods.
6. In the event the Ordering Party discovers and promptly notifies the Supplier of the quality defects of the delivered goods, the Ordering Party shall have the right to partially or fully withhold the payment for the goods until the removal of the quality defects, whereby the established payment deadlines shall run from the moment of removal of those defects.

7. Moreover, the non-performance or improper performance of the order the Supplier shall pay to the Ordering Party liquidated damages in the following cases and amounts:
 - a) for a withdrawal from the fulfilment of the order by the Ordering Party for reasons attributable to the Supplier or by the Supplier for reasons beyond the Ordering Party's control – in the amount of 10% of the value of the subject matter of the order;
 - b) for delay of delivery - in the amount of 1% of the value of the order for each day of delay; this shall also apply to intermediate time limits;
 - c) for a delay in the removal of defects identified at the receipt of the subject matter of the order or during the period of warranty and implied warranty for defects amounting to 1% of the value of the order, for each day of delay, counting from the expiry of the time limit set by the Ordering Party for the removal of defects.
8. The Ordering Party shall be entitled to deduct the charged penalties from the remuneration of the Supplier.
9. In the case of delay of the Supplier in the performance of the subject matter of the order, the Ordering Party may – without giving up the rights to charge liquidated damages and supplementary compensation – exercise one or more of the following rights:
 - a) demand the performance of the order in whole or in part;
 - b) make a purchase from another supplier at the expense and risk of the Supplier;
 - c) withdraw from the order for reasons attributable to the Supplier without setting an additional time limit, upon a written notice to the Supplier.
10. If the liquidated damages do not cover the damage incurred, the Ordering Party may claim supplementary compensation under generally applicable rules.
11. The Ordering Party stipulates that in any case of the delivery of materials under an order subject to GQA procedures, any and all requirements of orders/contracts may be subjected to evaluation within the framework of the GQA process. In any such case, the Supplier's organisation shall be notified about any and all GQA actions that will be conducted, and the Supplier shall be required to meet the requirements of the GQA process submitted to it.

§ 11. CONFIDENTIALITY

1. Any and all data and information received from Weldon, both orally and in writing, shall remain the property of the Ordering Party and may be used by the Supplier only for the purpose of the fulfilment of the order. On the first request of the Ordering Party, any and all such data and information shall be returned, and the copies thereof deleted.
2. The Supplier shall keep any and all data and information in strict confidence and without a written consent of the Ordering Party it may not disclose it to third parties, nor refer to in any publications, advertisements, or any other written or oral form to the fact of performing deliveries for the Ordering Party.

§ 12. FORCE MAJEURE

1. Each party may withdraw from the fulfilment of the arrangements under an order if the fulfilment of the terms of the order is impossible due to natural events or due to the intervention of public authorities, war, or other events beyond the control of the parties, and which at the same time could not have been foreseen. The time limit for the fulfilment of the order may be modified, provided that the party affected by the effect of the force majeure event notifies the other party and uses any and all possible measures to minimise the delays and the effects thereof.

§ 13. HEALTH, SAFETY AND ENVIRONMENT

1. The Supplier is obliged to make all efforts necessary to execute the Order in a safe manner, ensuring compliance with the principles of health and safety and environmental protection at every stage of the Order.
2. The Supplier shall guarantee that its Employees (regardless of the form of employment), as well as third parties engaged by the Supplier in connection with the execution of the Order, perform their work in a safe manner, in accordance with all applicable laws and regulations, in safe and non-life-threatening conditions, health or the environment.
3. People coming to the Ordering Party's premises in connection with the execution of the Order (drivers, customers) are required to strictly comply with generally applicable laws and internal regulations in force at the Weldon plant.
4. In particular, drivers and other people moving around the production and storage halls or logistic and storage yards of the Weldon plant are absolutely required to have and use personal protective equipment (helmet, reflective vest), which, if necessary, can be obtained / rented from a guard at the entrance gate
5. The Supplier is obliged to inform all persons and entities entering the premises of the Weldon plant in connection with the execution of the Order about the need to comply with the rules and regulations of health and safety, environmental protection, internal regulations and instructions in this regard provided by the Employer's employees.
6. Extract from the basic principles of health and safety and environmental protection in force at the premises of WELDON Ltd. Are included in Appendix No.1 constituting an integral part of these General Conditions of Purchase.

§ 14. FINAL PROVISIONS

1. Without the prior written consent of the Ordering Party, the Supplier shall not be entitled to transfer to another person nor to encumber the rights arising from the fulfilment of the order.
2. These General Terms and Conditions of Purchase form an integral part of the order placed with the Supplier by the Ordering Party. In the event of any conflicts or discrepancies, the provisions of the order shall prevail.
3. Any amendments and supplements to these General Terms and Conditions of Purchase shall require written form signed by both parties, otherwise being null and void.
4. The Supplier shall be responsible for the disposal of the waste resulting in connection with the delivery of the goods, in accordance with the abovementioned provisions.
5. The Ordering Party or its authorised representative shall have the right to audit their Suppliers with regard to the applied quality system and manufacturing process. No audit shall release the Supplier from any liability for the quality of the products supplied to the Ordering Party.
6. These General Terms and Conditions of Purchase are in accordance with the Polish law. In any matters not governed by these General Terms and Conditions of Purchase, the relevant provisions of the Civil Code shall apply.
7. Any disputes arising from the purchase of products or services shall be settled by the court competent for the registered seat of the Ordering Party.







**BASIC RULES OF HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION
ON THE PREMISES OF WELDON LTD**

*Appendix No 1
of General Terms and Conditions
of Purchase of Weldon Ltd*



On the territory of the company:

	Smoking is prohibited outside of designated areas;		It is forbidden to consume alcohol and drugs or be under the influence of them
	Sort waste, throw it away only to labeled and labeled containers;		Take care of cleanliness;

In the company's operational zone (production halls):

	Use a reflective vest;		Use personal foot protection (overlays/ protective shoes);
	Use a protective helmet;		Watch out for the moving means of transport;
	Move only along designated communication routes		Only enter the company premises with a representative Weldon Ltd

If you need pre-medical help:

	The first aid kit is in the Security Office (the gate);		In matters of first aid, contact: Occupational Health and Safety Specialist, tel: 697-771-653
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In the event of fire or other emergency;

	Watch out for the moving cranes		Notify PSP: Tel. 998 or 112;
	Follow the emergency signs outside the building. Follow the instructions of the person in charge of the evacuation action		Go to the assembly point, wait for information from the person in charge of the evacuation operation;

During work / contact with chemicals:

	If there is a pictogram on the package, see the MSDS		Use personal protection in accordance with MSDS;
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**Persons who are not employees of the Company may stay on the premises of the company only and exclusively under the care of an employee of Weldon Ltd and after reading the above-mentioned rules.
POLICE: 997, PAŃSTWOWA STRAŻ POŻARNA: 998, POGOTOWIE RATUNKOWE: 999, CPR: 112**

(Handwritten signatures and initials)

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF STEEL MATERIALS of
Weldon Sp. z o.o.**

Appendix N° 2
of General Terms and Conditions of
Purchase of Weldon Ltd

1. These General Terms and Conditions of Purchase of Steel Materials of Weldon sp. z o.o. are constituted as a supplement to the General Terms and Conditions of Purchase of Weldon sp. z o.o. and shall apply to any and all steel products covering the entire range of steel products, other metals, and alloys, including also the prefabricated ones.
2. **DELIVERY:** The Supplier shall strictly comply with the time limits, terms and conditions, and quantities specified in the order issued by WELDON sp. z o.o. (hereinafter referred to as the "Ordering Party"/"Weldon"). Each delivery must be announced by a notice of delivery sent by the Supplier at least two (2) days in advance to the following address: awizo@weldon.pl. The notice of delivery must contain the correct order number. If not otherwise agreed in writing, deliveries shall be performed free Brzezówka (39-102)/DDP Brzezówka (according to the currently applicable INCOTERMS terms and conditions), i.e. the risk and costs of transportation, insurance, packing, and all costs associated with the introduction of the materials to trade in Poland shall be borne by the Seller/Supplier. Time of delivery of the ordered materials: not later than the one agreed by and between the parties and approved in writing by the Ordering Party. It shall be absolutely required for the materials to be accompanied by delivery receipt and originals of all required attestations (including, in particular, the appropriate certificate 3.1 issued accordingly to EN 10204). Approvals/certificates can also be sent via e-mail (before delivery) to the following address: atesty@weldon.pl. The quantity and quality of the goods delivered shall be in accordance with the order. The materials must be properly labelled and clearly and permanently marked as to the type and heat number. Any excess of the goods delivered to Weldon shall be returned or stored at the expense of the Supplier. At the time of their receipt and acceptance by Weldon the materials shall become the property of Weldon.
3. **QUALITY:** The goods supplied must be new, high-quality, of full value, compliant with the applicable standards and, in addition, the orders and specifications of the Ordering Party accompanying them. The Supplier shall be liable under the warranty and implied warranty to the extent compliant with the provisions of the Civil Code, unless the agreement or the order provide otherwise. The Ordering Party shall notify the Supplier about the discovered defects of the delivered goods. Defects reported by the Ordering Party shall be removed by the Supplier within the time limit set by the Ordering Party. The Ordering Party reserves the right to return any and all defective goods or to demand their replacement at the expense of the Supplier. The Supplier shall take any and all necessary steps to ensure the replacement or repair of defective goods at its expense with due diligence. If the Supplier does not eliminate the notified defect within the time limit specified by the Ordering Party, the Ordering Party may remove the defect instead of the Supplier, at its expense, after a prior written notice to the Supplier and without having to obtain appropriate authorization in this case by the competent court in the case. The above shall not breach the rights of the Ordering Party in terms of liquidated damages, supplementary compensation, and withholding payments under the invoices of the Supplier, as well as it shall not release the Supplier from liability under the warranty. The Ordering Party shall be entitled to charge the Supplier with the costs incurred as a result of defects in the supplied materials (including any and all costs resulting from claims of third parties).
4. **PAYMENTS:** Each invoice, notice of delivery, and goods dispatched note of the Supplier issued in connection with this order must bear the order number. Individual items of the invoice must bear the Polish Classification of Goods and Services (in Polish: PKWiU) commodity codes. Correctly issued invoices delivered to the Ordering Party shall be paid within the time limit specified in the order (running from the date of delivery of a properly issued VAT invoice supported by a delivery receipt confirmed by the Ordering Party and being a consequence of a correct delivery of materials that are of full value and compliant with the order, along with any and all required documentation). If the abovementioned dates significantly differ, the payment deadline shall start from the later of those dates. In the case of delivery of materials that are defective or non-compliant with the order, the Buyer may withhold the payment and, in such case, the claims of the Seller for any interest, penalties, or other forms of compensation – shall be ineffective.
5. **LIABILITY FOR THE PROPER FULFILMENT OF THE ORDER:** The parties agree that in the case of a non-performance or improper performance of the order the Supplier shall pay to the Ordering Party liquidated damages in the following cases and amounts:
 - a) for a withdrawal from the fulfilment of the order by the Ordering Party for reasons attributable to the Supplier or by the Supplier for reasons beyond the Ordering Party's control – in the amount of 10% of the value of the order;
 - b) for exceeding the time limit for the delivery in the amount of 1% of the value of the order for each day of delay; this shall also apply to intermediate time limits;
 - c) for a delay in the removal of defects identified at the receipt of the subject matter of the order or during the period of warranty and implied warranty for defects amounting to 1% of the value of the order, for each day of delay, counting from the expiry of the time limit set by the Ordering Party for the removal of defects;
 - d) for late delivery of the accompanying documents for a given batch of materials (including the relevant attestations) – in the amount of 2% for each day of delay (counting from the delivery date specified in the order of the Ordering Party);
 - e) a delivery of materials without labels or a clear and readable marking as to the class and heat number can be treated as non-fulfilled, together with any and all consequences arising there from. The Ordering Party has the right to deduct accrued penalties and the equivalent of the damage suffered due to the improper performance of the order by the Supplier, from any payments due to the Supplier from the Ordering Party, for which the Supplier hereby irrevocably grants its consent. At the same time, the Ordering Party reserves the right to seek supplementary compensation, if any damage and costs caused by delivery delay (or a delivery of materials that are non-compliant with the order) exceeds the amount of the liquidated damages. This shall also in particular apply to claims and liquidated damages arising from the abovementioned costs in relation to the Ordering Party pursued by third parties.
6. Any modifications and supplements to the order determined unilaterally by the Supplier being in contradiction or deviating from these General Terms and Conditions of Purchase and the order itself shall be void and ineffective, unless they are clearly approved by Weldon in writing.
7. Without the prior written consent of the Ordering Party, the Supplier shall not be entitled to transfer to another person nor to encumber the rights arising from the fulfilment of the order.
8. These General Terms and Conditions of Purchase form an integral part of the order placed with the Supplier by the Ordering Party. In the event of any conflicts or discrepancies, the contents of the order shall prevail.

9. Supplier's commencement of the fulfilment of the order/supply shall be tantamount to the Supplier's acknowledgement of becoming acquainted with and acceptance of the terms and conditions of Weldon's order and entering into an agreement under the terms and conditions laid down in these General Terms and Conditions of Purchase and the order itself.
10. The Ordering Party stipulates that in any case of the delivery of materials under an order subject to GQA procedures, any and all requirements of orders/contracts may be subjected to evaluation within the framework of the GQA process. In any such case, the Supplier's organisation shall be notified about any and all GQA actions that will be conducted, and the Supplier shall be required to meet the requirements of the GQA process submitted to it.
11. Unless the Ordering Party's order provides otherwise, it shall be assumed that:
- a) Uncoated materials from black steel are intended for zinc coating, that is why one must provide the materials with the relevant content of silicon,
 - b) Rolled materials are required in a negative tolerance (with a negative deviation to the extent permitted by the Polish standard).
 - c) Unless in certain cases the parties agree otherwise, deliveries must be invoiced according to the theoretical weights.
 - d) If in the order/possible contract a number of items of the ordered elements is provided – the number of items shall be superior to the given weight and in delivery one shall be guided by the number of the items ordered. The given weight shall be treated as an auxiliary parameter.
 - e) The fulfilment of deliveries of each batch of the ordered materials must be carried out strictly according to the delivery schedule provided by Weldon sp. z o. o. and forming an integral part of the order.
12. As of the date of the update, this document shall enter into force, thus replacing the previously applicable terms and conditions starting from the date of the last update, replacing the General Terms and Conditions of Purchase of Steel Materials of Weldon sp. z o. o. with earlier date of issue or update.



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