

**GENERAL CONDITIONS FOR PROVISION OF  
ALUMINIUM TREATMENT SERVICES AT FINAL S.A. (hereinafter: GCPATS)  
effective as of 4 July 2019.**



**§ 1. Scope of application**

1. The GCPATS specify the conditions for the provision of surface and mechanical aluminium processing services performed by Final S.A. with its registered office in Dąbrowa Górnicza - hereinafter referred to as the Contractor, for a client being an entrepreneur within the meaning of Art. 431 of the Civil Code - hereinafter referred to as the Client, unless other arrangements have been made in writing.
2. The GCPATS are an integral part of the order confirmation and/or cooperation agreement between the Contractor and the Client.
3. The GCPATS are binding upon the acceptance of the order confirmation or signing of the cooperation agreement.
4. Acceptance of these GCPATS by the Client at the first order means that the GCPATS shall be binding for the Client also in future business relations (subsequent orders or/and cooperation agreements) between the Contractor and the Client, which will be concluded - at a later date, even if they are not in this case, again clearly agreed.

**§ 2. Order realization**

1. The service shall be performed based on the Client's order submitted via e-mail.
2. The order must contain the Client's details, detailed information about the service ordered, the quantity and desired date of completion, and other data on the terms of order desired by the Client.
3. The Contractor shall be obliged to confirm the order within 3 business days from the date of its receipt, including the date of delivery of the material, date of order completion, price and other commercial terms.
4. The conditions presented in the order confirmation are binding for both Parties. No written response from the Client within 3 days to the received confirmation of work orders is tantamount to full acceptance of all conditions contained in the order confirmation.
5. The agreed date of the order shall be valid only if the complete material for the service is provided. If complete material is not delivered, the deadline will be counted from the moment of delivery of the last element necessary to perform the service.
6. The Client has the right to withdraw or change the order submitted only with the written consent of the Contractor and only if the execution of the order has not yet been initiated. If the Client decides to terminate the contract during its implementation, the Contractor is entitled to determine the level of costs incurred and to charge them to the Client.
7. If the service is to be performed based on the technical documentation provided by the Client, the Contractor shall be obliged to perform the service in accordance with the technical documentation provided and is not obliged to verify it or take responsibility for its defectiveness.
8. The scrap produced during the treatment service is transferred free of charge to the Contractor's property.

### **§ 3. Prices and payment terms**

1. The sale price between the Parties is determined in PLN, EUR or USD.
2. Unless the Parties have agreed otherwise, the price includes the costs of unloading and loading of the material entrusted to the Contractor.
3. Unless the Parties have agreed otherwise, the price does not include transport cost.
4. If untimely settlement of amounts due takes place, new deliveries shall be made after settling the overdue amounts.
5. After reaching a specific trade credit limit, the orders can be processed only upon prepayment or after settling the amount due for previous deliveries.

### **§ 4. Delivery of entrusted material**

1. If the Client delivers the material entrusted to the service in a way that prevents it from being counted during the unloading at the Contractor's site, the Contractor will confirm the quantity of collective packaging on the delivery document, and the quantitative verification will take place during the service process. The information confirming the number of items, including possible discrepancies between the amount of material declared and the actually delivered material, shall be handed over to the Client immediately after the completion of the service, to which the Client agrees. The Contractor shall not be liable for quantitative shortages between the quantity declared by the Client and the actually delivered quantity.
2. Unless the Parties have agreed otherwise, the material entrusted may be delivered on the date of delivery indicated in the order confirmation, between 7.00 AM and 3.00 PM.
3. The Contractor does not examine the material entrusted in terms of its suitability to perform the machining service. The service is performed on the Client's sole responsibility.
4. The material delivered for the treatment service should be clean, free from traces of corrosion, scratches, dents, blisters and other substances such as: lubricants, oils, graphite, foils and self-adhesive tapes. If the above-mentioned defects are found, the Contractor shall inform the Client about this fact and possibly additional costs related to the preparation of the material for the treatment. After accepting additional costs by the Client, the Contractor shall perform the service.

### **§ 5. Acceptance of material entrusted after the service**

1. Unless the parties have agreed otherwise, the Client shall be obliged to collect the material entrusted after the service from the Contractor's warehouse in the shortest possible time, no longer than 5 business days from the date the Contractor sends confirmation of the readiness of the material to be collected.
2. Before collection, the Client shall be obliged to agree with the Contractor the exact date of collection (date and time) and the transport type.
3. After the service, the material shall be packed in a way that secures it in transport using the packaging materials in which it was delivered. If the quality and quantity of packaging materials in which the material for processing has been delivered will not be sufficient, the Contractor shall fill in the gaps using its own packaging materials. The cost of packaging materials used by the Contractor shall be invoiced to the Client.
4. The acceptance of material is considered to be made without any reservations in terms of quantity and free from visible damage after signing proof of receipt by the person collecting the material from the Client. In each case, it is assumed that the person authorized by the Client is the person making the receipt of material at the headquarters/in the warehouse of the Client or at another agreed place of collection.
5. If the Client does not collect the material entrusted to it after the service has been performed within the set deadline referred to in item 1 above, or refuses to collect the

material whose delivery has been notified by the Contractor, the Contractor may charge the Client with a flat-rate storage cost of PLN 30 net per square meter of warehouse space occupied by the uncollected material, for each commenced day of storage, counted from the first day after the date on which the material was to be picked up by the Client or delivered by the Contractor.

#### **§ 6. Quality of service provided**

1. The service is performed on the Client's sole responsibility.
2. The Contractor excludes warranty for defects.
3. Damage to material, which is not possible to be found at the time of collection of the material should be reported immediately, but not later, within three days from the date of receipt of the material.
4. All compensation liability of the Contractor for non-performance or improper performance of the service is limited to the net value of remuneration for this service.

#### **§ 7. Force majeure**

1. For non-performance or improper performance of the delivery, the Seller shall not be liable if it is a consequence of extraordinary events beyond the control and influence of the Seller (force majeure).
2. The following events are considered force majeure: natural disasters, wars, social unrest, mobilization, shortages of resources, transport shortages, strikes, temporary transport restrictions, extraordinary economic events, lock-outs.
3. The Contractor shall immediately notify the Client about the existence of an obstacle to the delivery. In this case, the Contractor shall be entitled to withdraw from the contract in whole or in part without any indemnity obligations towards the Client.

#### **§ 8. Final provisions**

1. Any disputes that may arise in the performance of the service shall be settled by a common court having jurisdiction over the Contractor's registered office.
2. The GCPATS are in force as of 4 July 2019.