

## GENERAL TERMS AND CONDITION OF SALE

These General Terms and Conditions of Sale shall constitute an integral part of all offers made and contracts concluded by the following company: *BRAMSTER spółka z ograniczoną odpowiedzialnością sp.k.*

### 1. Definitions

The terms used in these General Terms and Conditions of Sale shall have the following meaning:

- 1) **GTCS** - these General Terms and Conditions of Sale in force at the company: *BRAMSTER spółka z ograniczoną odpowiedzialnością sp.k.*
- 2) **BRAMSTER** - *BRAMSTER spółka z ograniczoną odpowiedzialnością sp.k.*, Tax Id. No. (*pol. NIP*) 645-24-77-904, Statistical Id. No. (*pol. REGON*) 241082630
- 3) **Goods** - the products offered by BRAMSTER,
- 4) **Purchaser** - a business entity which purchases Goods for any purpose related to its business activity

### 2. General provisions

- 1) The GTCS shall be placed at the following website: [www.bramster.pl](http://www.bramster.pl) and - at the Purchaser's request - at the registered office of BRAMSTER.
- 2) The GTCS shall specify the principles of contracts for sale of Goods and their conclusion. The GTCS shall constitute an integral part of all contracts for sale concluded with BRAMSTER.
- 3) The GTCS shall be considered accepted at the moment when the Purchaser accepts a given offer made by BRAMSTER by placing an order or concluding a contract.
- 4) The model contract used by the Purchaser, in particular the general terms and conditions of purchase or orders, shall not bind BRAMSTER, unless accepted in writing.
- 5) An individual contract concluded by BRAMSTER with the Purchaser may contain provisions being different from the provisions derived from the GTCS. In this case, the Parties shall be bound by the provisions of this individual contract.
- 6) In case of any conflict between the GTCS and the regulations or the model contract used by the Purchaser, a contract to be concluded shall not include the provisions of such model contracts which are contradictory.
- 7) Amendments or additions to the GTCS made by BRAMSTER and the Purchaser as well as other settlements on the order processing and completion should be made in writing under pain of their ineffectiveness.
- 8) BRAMSTER shall reserve all the copyrights and industrial property rights to the prepared documentation and developed technical solutions, technical drawings and other similar documents made by BRAMSTER. The Purchaser shall not have the right to use, copy, otherwise reproduce or make them available to any third parties with no written consent of BRAMSTER.
- 9) Offers, advertisements, catalogues, brochures, price lists and other advertisements about / on Goods offered by BRAMSTER are for referential and informative purposes only and they do not constitute 'an offer' under the meaning of the Civil Code.

### **3. Orders**

- 1) An individual Purchaser's order requires a written confirmation of its acceptance to be processed by BRAMSTER.
- 2) The acceptance of the offer presented by BRAMSTER shall require its written confirmation to be made by the Purchaser. The terms and conditions of purchase suggested by the Purchaser shall be binding only when accepted by BRAMSTER in writing.
- 3) In case BRAMSTER accepts the Purchaser's order with reservations, the Purchaser shall be bound by such reservations, unless it makes any comments to them within 3 days. In case of such comments made by the Purchaser BRAMSTER shall be bound by its order only upon the final settlement on all the terms and conditions of their contract.
- 4) In case of placing orders preceded by a BRAMSTER offer, an order containing changes in relation to such an offer or supplementing its content shall not be treated as the acceptance of this offer, but as a new inquiry on the purchase of Goods, which requires the preparation of a new offer. In this case, the so-far valid offer is no longer valid.
- 5) The date of order completion shall always be approximated (per calendar week). BRAMSTER shall not be liable for the untimely completion of a given order or lack of its completion if it is caused exclusively by any unforeseen, externally caused events preventing its proper completion (strikes, lockout, force majeure). In case of the occurrence of the above-mentioned events / causes BRAMSTER shall notify the Purchaser of this fact as soon as possible. In this case, the period of order completion shall be extended by the time of the duration of such events / causes preventing its completion and the time required for BRAMSTER to start its regular business operation.
- 6) If no other arrangements between BRAMSTER and the Purchaser are made, all orders shall be processed at the BRAMSTER seat.
- 7) All kinds of written statements, notifications, notices, etc. referring to orders may be sent to the other Party by post, courier, fax or e-mail, unless the Parties agree otherwise.

### **4. Conditions for the execution of orders**

- 1) The period of completion of an individual order shall start from the date of delivery - to the Purchaser - of the confirmation of the BRAMSTER acceptance of its completion on the terms and conditions agreed by the Parties. In case the payment terms and conditions provide for making an advance payment or prepayment by the Purchaser, the date of order completion shall start on the day of such payment.
- 2) BRAMSTER shall bear costs of delivery and packaging which apply to the ordered Goods only. Other costs, in particular: costs of collection and transport, shall be borne by the Purchaser.
- 3) In case the Goods ordered are to be delivered to the place indicated by the Purchaser they will be shipped by BRAMSTER at the exclusive risk of the Purchaser. The choice of transport mode and packaging method shall be up to BRAMSTER.
- 4) Apart from the cases of contract withdrawal provided for in the Civil Code, the Parties may terminate their contract by agreement. In case their contract is terminated, BRAMSTER shall not be obliged to accept taking back the non-defective Goods being the subject-matter of delivery. However, if BRAMSTER agrees to withdraw from the contract by the Purchaser and accepts

taking back the Goods being the subject-matter of orders, the delivery cost of such Goods to be taken back by BRAMSTER shall be borne by the Purchaser.

- 5) An individual order (partially or in all) can be cancelled only upon the written consent of BRAMSTER. BRAMSTER may make this consent dependent on the payment of a compensation of 50% of their contract gross value (or higher) to be made by the Purchaser, if all the costs related to the purchase and order completion exceeded this amount. Goods sold on the basis of a non-standard order shall be non-returnable.
- 6) Goods ready for collection shall be notified of by BRAMSTER in the form of a notification note stating their assortment, quantity and approximate delivery costs. The Purchaser shall be obliged to confirm/accept such a notification note.
- 7) In case this notification note is not confirmed by the Purchaser, BRAMSTER shall be entitled to ship the notified Goods in the quantity and cost specified in it.
- 8) Unless expressly requested by the Purchaser, BRAMSTER shall not insure the delivered Goods against transport risks. Insurance costs shall be borne by the Purchaser.
- 9) BRAMSTER shall not guarantee the delivery of the Goods on time and shall not bear any liability towards the Purchaser or third parties in this respect. The BRAMSTER confirmation of the date of shipment shall be made for information only.
- 10) The Purchaser shall provide a person authorised to accept the delivery at the place and time of delivery on its behalf, while the refusal to accept the Goods or the absence of such a person authorised to accept the Goods shall not release the Purchaser from the obligation to pay.
- 11) The Purchaser shall be obliged to check the delivered Goods immediately upon their delivery. If the Purchaser finds any damage, irregularities or shortages in delivery, it shall be obliged to make comments on its shipping documents.

## **5. Terms and conditions of payment**

- 1) The terms and conditions of payment shall be included in all offers or order confirmations.
- 2) All prices in offers prepared by BRAMSTER shall be net prices - "ex BRAMSTER warehouse". Such prices shall not include transport costs, VAT and other charges resulting from the GTCS or the valid legal regulations.
- 3) The terms and conditions of payment and the amount of trade credit shall be determined individually by the Parties. The day of crediting the BRAMSTER bank-account shall be considered the date of payment.
- 4) In case the Purchaser delays the payment of any amount due to BRAMSTER, BRAMSTER, among other rights resulting from their contract, the GTCS and the valid legal regulations, has the right to immediately suspend the delivery of Goods or the provision of its services and refuse to complete orders until the payment with interest is made. The Purchaser shall bear full liability for any suspension of the delivery of Goods or the provision of services, including costs of storage and insurance.
- 5) If the value of orders exceeds the Purchaser's limit of trade credit, BRAMSTER may suspend the completion of orders until the payment of the amount exceeding the amount of trade credit limit.
- 6) The payment should be made only to the bank-account specified by BRAMSTER at its invoice.
- 7) In case BRAMSTER is notified that the Purchaser is in an unfavourable financial situation or is insolvent, BRAMSTER can make the completion of orders dependent on the Purchaser making a

prepayment for any ordered goods, or the presentation by the Purchaser of collateral security for payment of their price.

- 8) When an individual order is completed in parts and the Purchaser is late with payment of the amount due for the Goods delivered or received personally, BRAMSTER shall be entitled to suspend the completion of this order in the range of its unsold Goods until the Purchaser pays the amount due.
- 9) BRAMSTER only shall be entitled to give discounts, rebates, reductions, etc. on the Goods sale price.
- 10) In case of any changes in charges and costs beyond the BRAMSTER control which affect the price in the period from the date of acceptance of an individual order up to its completion and delivery, BRAMSTER shall reserve the right to change the price adequately.
- 11) The set-off of the Purchaser's claims against BRAMSTER, except for any agreed ones between the Parties, shall be excluded.
- 12) Any complaints or other claims shall not release the Purchaser from the timely payment of due amounts.

## **6. Guarantee**

- 1) BRAMSTER shall ensure that the Goods offered are of good quality and fulfil all the technical parameters specified in their technical documentation.
- 2) BRAMSTER shall hold the guarantee liability for the Goods sold in case of any defects and deviations from their parameters specified in the technical documentation. This guarantee liability shall cover defects due to causes within the Goods sold only. BRAMSTER shall not bear any costs related to the Purchaser's end customer service (e.g. transport, assembly/disassembly, service).
- 3) Within the scope indicated in Item 2) BRAMSTER shall give the 24-month guarantee for the Goods sold, which starts from the date of their sale while fulfilling the conditions specified in the TECHNICAL RECOMMENDATIONS - Appendix No. 1 to the GTCS.
- 4) BRAMSTER shall not be liable for the natural wear and tear of the Goods resulting from their proper use as well as for any damage caused by their improper handling, installation, storage, maintenance or use.
- 5) BRAMSTER shall not be liable for any defects within the Goods resulting from the Purchaser's performance or the following operations made on its behalf:
  - a) changes or repairs to the Goods without the prior written consent expressed by BRAMSTER,
  - b) assembly of the Goods improperly or not in line with the instructions,
  - c) operations which the Purchaser shall be obliged to perform on its own and at its own cost, in particular: installation, functional check, adequate supply of power - unless such operations were accepted by BRAMSTER on the grounds of written settlements with the Purchaser.
  - d) BRAMSTER shall not give no guarantee for wooden products/elements.
- 6) BRAMSTER shall be exempt from the guarantee liability if the Purchaser knew about a given defect at the time of delivery of the Goods.
- 7) Within the guarantee period BRAMSTER shall repair or replace (free of charge) any items which are deemed and confirmed to be defective by BRAMSTER.

- 8) BRAMSTER shall assure that it will proceed with guarantee-derived repairs within 14 days from the date of recognition of the legitimacy of a given complaint.
- 9) Notification on the occurrence of a defect must be made immediately upon its identification and at the latest within 3 days of its identification. This notification shall be made in writing by registered letter or e-mail, contain a description of a given defect, date of its identification, details of the person who first identified it, precise contact details of the Purchaser, details of the person authorised by the Purchaser to contact BRAMSTER. A copy of the proof of purchase of the Goods and photographic documentation should be attached to this notification.
- 10) The existence of such a defect shall be ascertained by a protocol report upon inspection at the date agreed by the Parties.
- 11) If it is necessary to deliver the Goods or its part to BRAMSTER in order to make guarantee-derived repairs, their delivery should be made at the date agreed by the Parties, at the expense of the Purchaser.
- 12) If, as a result of such repairs, BRAMSTER replaces any defective item with another defect-free item, the guarantee for this item starts anew from the date of its replacement.
- 13) The Purchaser shall be obliged to take all measures to prevent or minimise damage to the Goods and any other damage (e.g. by ceasing to use the Goods, securing them).
- 14) The BRAMSTER warranty liability shall be excluded.
- 15) In case BRAMSTER finds that the notification of a given defect was groundless, BRAMSTER shall inform the Purchaser about it and suggest paid repairs or replacement. Any costs incurred as a result of this groundless notification shall be borne entirely by the Purchaser.

## **7. Liability held BRAMSTER**

The liability (if any) of BRAMSTER to the Purchaser for damages due to any reason shall be limited to factual losses incurred by the Purchaser and shall not include damage due to lost or expected benefits, losses in production, loss of the Purchaser's reputation, etc.

## **8. Final provisions**

- 1) The GTCS can be changed by BRAMSTER at any time. In case of such changes made, BRAMSTER shall make all efforts to notify of them made in the GTCS in particular through a notice on its website. The amended GTCS shall come into force upon their publication at the following website: [www.bramster.pl](http://www.bramster.pl)
- 2) The common court of local jurisdiction due to the seat of BRAMSTER shall be competent to settle any disputes between BRAMSTER and the Purchaser related to the sale of Goods.
- 3) The Polish law shall be the exclusive applicable legislature.
- 4) The present GTCS shall be applicable to all orders processed by BRAMSTER starting from 01-05-2019.
- 5) Any provisions deviating from the present GTCS shall require a written agreement with BRAMSTER to make them effective.
- 6) The Appendixes shall constitute an integral part of the present GTCS.

## **Appendixes:**

## Appendix no. 1

### I. Technical recommendations: transport, storage and use of powder coated products.

The below technical recommendations shall constitute an integral part of GTCS and bind BRAMSTER. Powder varnishing/ painting takes place at closed industrial premises which are specially adjusted to this process and its requirements. Polyester powder paints are used to varnish elements. Varnishing (painting) shop premises adapted to applying coatings on S235/S335-grade steel elements / raw black cold rolled /, steel elements coated with ZN / in the galvanic and fire process. Varnish coatings provide protection for details specified in the PN-EN 12944-2 standards for the following classes of environmental aggressiveness

- C1 - indoor coatings /SP/
- C2 - outdoor coatings /SP/
- C3 - outdoor coatings under moderate conditions / PDK + SP/
- C4 - coatings for outdoor use under low aggressive conditions /PDK ZN + PUR/

All varnish coatings applied fulfil their functional properties at temperatures ranging from -30 to +70 degrees.

#### **RECOMMENDATIONS / GUIDELINES:**

- Powder varnishes are not resistant to mechanical and chemical damage. Striking with a heavy, sharp hard object results in paint chipping / damage. Coating adhesion must comply with the EN ISO 2409 standard and its requirements. Measurements made under the cross-cut grid method are taken as a criterion; the distance between knives is equal to 2 mm.
- The application of aggressive chemical on a given coating leads to chemical reactions and irreversible changes within its surface and structure.
- Variances in the colour of an individual coating are permitted when different production batches are used.
- Surfaces which are relevant from the point of view of the product appearance and usefulness (they do not include edges, cavities, recesses, holes, suspension spots and technological cuts) shall be covered by the guarantee of varnish coating.
- The occurrence of small scratches or changes in grain sizing at the product varnished surface shall not reduce the quality of coating, neither make the product defective, nor reduce its value.
- According to the standard, the visual inspection of painted elements used outdoors should be conducted with the naked eye from a distance of 5 m.
- In case of any minor painting defect, it is permissible to apply touch-ups / repainting using special touch-up paint.

- Paint coatings should be maintained and cleaned at least once a year. Clean water with small amounts of neutral or slightly alkaline cleaning agents should be used for washing.
- Any found damage to a given varnish coating should be immediately secured with touch-up paint.
- It is forbidden to use high-pressure cleaners and aggressive chemical detergents for cleaning varnish-on surfaces.
- As a result of external factors and UV rays varnish-on surfaces are subject to the aging process, which is manifested by a loss of gloss, loss of granulation within matt coatings and is dependent on the quality of paint chosen at ordering.

### **RESERVATIONS / TRANSPORT**

- The Goods received should be carefully inspected on the day of their collection/delivery. In case of discrepancies in quantity or damage, BRAMSTER should be notified immediately. In the case of delivery to the place of destination, such damage or discrepancies should be reported to the supplier with a protocol report drawn up specifying such irregularities (in line with GTCS Paragraph 6 Item 9).
- Painted elements should be handled together their pallet / stand which is considered to be a safe and appropriate handling method. For handling it is recommended to use forklift trucks or other forklift-hooked equipment with their appropriate lifting capacity.
- Manual handling is permitted; in this case the recipient is obliged to provide the appropriate number of persons to make such handling safe and proper.
- It is not allowed to move elements along pallets / stands, as it may cause damage to their varnish coatings.
- Elements weighing more than 200 kg may only be handled mechanically.
- Deformations, damage to any elements or to varnish coating during such handling operations due to the fault of their recipient are not subject to claims.

### **STORAGE**

- Varnished elements should not be stored in open space under tightly closed conditions.
- In case of longer storage, goods should be stored in a closed, ventilated room which protects them against adverse weather conditions. Goods must not be stored in rooms where chemicals or fertilisers are stored (due to their properties they react aggressively).

- If goods are to be stored in open space for a short period of time (however, not longer than 72 hours), the free flow of air must be provided.
- Protective foils, cardboard spacers used by the manufacturer are used to protect them against damage during transport or dirt; they should be removed immediately upon unloading.

## **ASSEMBLY AND MOUNTING**

- The assembly of varnished products should be performed by specialised assembly staff having qualifications and expertise as well as tools required for this type of work.
- The manufacturer of varnish coatings is not responsible for the quality of any assembly works performed.
- Assembly staff must perform assembly works in line with the code of building and construction practice paying special attention to varnished elements.
- It is forbidden to use any abrasive devices such as angle grinders because their thermal operation causes damage to varnished coatings and melting of splinters into such coatings during assembly.
- It is forbidden to walk on elements, throwing or moving them.
- For assembly/transportation of elements, a sufficient number of people should be provided to avoid damage to their surfaces.
- Areas within (around) cuts, technological drills, scratches made during assembly works should be cleaned and protected against corrosion by painting with touch-up paint.
- The application of chemicals, emulsions, greases and other substances which may react chemically with varnish coatings is prohibited during assembly and mounting works.
- When such works are finished, all elements must be washed with clean water and a small amount of washing liquid.
- Attention should be paid to any potential damage caused by unforeseen factors, e.g. falling ice, snow, hitting / breaking branches, trees, stones, therefore the manufacturer recommends running regular inspections and undertaking security measures.

## **NOTES:**

- The overgrowing of varnish-protected steel elements with moss, mould, algae mounted outdoors (subjected to weather conditions) is a natural phenomenon and occurs with varying intensity, depending the environmental conditions and is not subject to claims.



- The potential problem of "corrosive edge creeping" is a natural process for steel elements protected with varnish coatings mounted outdoors. It is present at edges of technological cuts, rims of holes / openings and manifests itself as rust coating, discolouration and is not related to the inadequate quality of coating in any way. If it is noticed when elements are inspected, such edges should be protected with touch-up paint. This process is not subject to claims.
- Metal elements protected with varnish coatings are "cold" materials, thus, due to temperature variances, condensation of water vapour may occur on the surface of elements, i.e. water vapour condensation at the internal and external walls of metal components and the settlement of dirt / discoloration. It is a natural phenomenon and depends on environmental conditions. It is not subject to claims.

The manufacturer of varnish protection declares to bear no liability for any negative consequences resulting from the non-compliance with the above-specified rules, their conscious violation or non-observance.

## II. Technical recommendations: transport, storage and use of hot-dip galvanised products.

- All the products manufactured by BRAMSTER are galvanised in line with the ISO 1461 standard.
- White corrosion on coating makes no grounds for claims.
- It is permitted to have sprues (overfills) at zinc dripping spots. Sharp zinc icicles are not permitted. A spruce (overfill) stands for a zinc thickening up to approx. 5 mm high with blurred edges. An icicle stands for an spruce with a sharp end.
- Uneven surfaces of material substrate, e.g. pits, grooves, furrows, cavities at the face of joints, corrosive pits, rolls or dissections may be seen or may become seen upon the process of hot-dip galvanising and they make no grounds for claims.
- Due to the heterogeneity of external product surfaces (different chemical composition, geometric structure, thickness, height and others), a zinc coating on the same product may be formed differently and look different. In case of high elements above 1830 mm, the "orange skin" effect may occur - rough surface, which is not subject to complaint. **ATTENTION!** If a given galvanised product is to be extra protected with a paint coating, no touch-ups should be made. Let BRAMSTER be informed in your order about the type of corrosion protection (hot-dip galvanisation or hot-dip galvanisation + powder varnish).
- BRAMSTER protects all areas which are not covered with zinc by professional high-zinc painting. To improve the aesthetics, a layer of high-zinc paint containing aluminium dust can be applied to such zinc-painted layers. Any resulting variances in the shade of zinc (dark grey-mat) in the places of touch-ups are not subject to complaint.
- In case of longer storage, goods should be stored in a closed, ventilated room which protects them against adverse weather conditions. Goods must not be stored in rooms where chemicals or fertilisers are stored (due to their properties they react aggressively).
- The looks of an individual zinc coating should be examined by visual inspection with the naked eye.
- When special requirements on the appearance of galvanised surfaces or the thickness of an individual zinc coating apply, BRAMSTER must be informed about them in writing (in the order form).
- If a zinc coating is to be extra protected by painting, it must be agreed in writing with BRAMSTER.
- BRAMSTER is not be held liable for damages caused during transport, storage and assembly operations beyond the BRAMSTER warehouse. Any zinc losses occurring in the above-mentioned circumstances must be immediately protected by the PURCHASER by means of zinc paints in line with the PN-EN ISO 1461 standard.
- In order to keep the aesthetics of a given product (preventing the formation of "white corrosion"), it is recommended to transport it using covered cars and to store galvanised components in covered and ventilated places until the natural passivation of their zinc coating.