

§1 General Provisions

1. The terms used in these general terms and conditions of sale shall mean:

Seller: Magnesites "Grochów" S.A. with its registered office in Grochowa, Grochowa 3, 57-257 Brzeźnica, whose registration files are kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division under KRS [company registration number] 206889, NIP tax identification number]: 8871349738, REGON [national business registry number]: 890481154, BDO [Database on Products, Packaging and Waste Management]: 000051001; share capital in the amount of PLN 2,127,000.00.

Buyer: any entity purchasing the Seller's goods or services with whom the Seller has concluded an Agreement or is seeking to conclude it.

Offer: an offer made to the Buyer by the Seller in response to a price inquiry or without such inquiry, containing the details of the Parties, the subject of sale, the sale price, to which the Seller's General Terms and Conditions of Sale are attached or the address of the Website has been indicated.

Order: Buyer's order for a Product placed with the Seller; If the order was placed in response to the Offer, the Order contains the Offer number and a statement that the Seller's General Terms and Conditions of Sale were delivered to the Buyer prior to the conclusion of the Agreement.

Order Confirmation: a statement made to the Buyer by the Seller, confirming the terms of the concluded Agreement.

Agreement: an agreement concluded between the Seller and the Buyer based on the Offer and the Order or the Commercial Agreement, with the content specified in the Order Confirmation.

Commercial Agreement: a commercial agreement concluded in writing in the form of a single document between the Seller and the Buyer.

Product: magnesite, aggregate and any other tangible goods, movables, energy and rights or services, the sale of which is the subject of the Agreement.

General Terms and Conditions of Sale or GTCS: these General Terms and Conditions of Sale.

Website: the Seller's website available at www.magnezyty.com.pl or any other website indicated by the Seller in the Offer or Order Confirmation, on which the content of the GTCS is available.

Parties: Buyer and Seller.

2. The General Terms and Conditions of Sale define the rules for the sale of Products of Magnezyty "Grochów" S.A. Company with its registered office in Grochowa.
3. The General Terms and Conditions of Sale apply to all Sale Agreements concluded by the Seller, unless the Parties have agreed otherwise in writing in a separate Commercial Agreement.
4. In the event of a conflict of provisions of the General Terms and Conditions of Sale with the provisions of the Commercial Agreement, the provisions of the Commercial Agreement shall prevail.

5. The Seller's General Terms and Conditions of Sale shall apply exclusively to all Agreements concluded by the Seller. The use of agreement templates used by the Buyer to the Agreement is excluded, unless the Parties agree otherwise in writing.
6. Announcements, advertisements, price lists and other information about the Products offered by the Seller are for information purposes only and do not constitute an offer.
7. The Seller declares that it is a medium-sized enterprise within the meaning of the Commission Regulation (EU) No 651/2014 of June 17, 2014.

§ 2 Orders and terms of the agreement

1. Offers and Orders must be submitted in writing, by registered mail, courier, email or fax. Oral statements shall not be binding on the Parties until they are confirmed in one of the above-mentioned ways.
2. Except for cases in which negotiations are conducted between the Parties in order to conclude a Commercial Agreement, the Seller shall submit to the Buyer an Offer containing the Parties' data, the subject of sale, the sale price and the General Terms and Conditions of Sale. The Offer may also include a specification sheet that defines the basic parameters of the Product.
3. The delivery dates specified in the Offer are indicative only and may be changed at the latest in the Order Confirmation. Detailed delivery schedules may be subject to additional arrangements by the Parties.
4. In response to the Offer, the Buyer shall place to the Seller an Order relating to the Offer, for example by indicating the Offer number and by a statement that the General Terms and Conditions of Sale have been delivered to the Buyer prior to the conclusion of the Agreement. Despite the lack of a statement, the GTCS shall apply if the GTCS are attached to the Offer or the Offer contains the Website address indication. The Agreement is concluded when the Seller submits the Order Confirmation.
5. The Offer submitted by the Seller may be accepted only without reservations. If the Buyer raises objections or proposes to modify the Offer, the Seller may:
 - a. accept the reservations and modifications by issuing the Order Confirmation in accordance with the terms presented by the Buyer,
 - b. propose a new Offer,
 - c. or cancel the conclusion of the Agreement and the execution of the Order.
6. The Offer submitted by the Seller may be revoked prior to the conclusion of the Agreement, if the revocation statement has been submitted to the Buyer prior to the submission of the Order by the Buyer.
7. In the case of placing an Order by the Buyer, without prior submission of the Offer by the Seller, the Buyer is obliged to indicate the following in the Order:
 - a. its full name as entered in the relevant register,

- b. the name and type of the Product and its quantity,
 - c. Product delivery date,
 - d. a person authorized to accept the Product,
 - e. and other additional information appropriate to the subject of the Order.
8. The Order placed by the Buyer cannot be canceled. The Buyer is responsible for the consequences of providing incorrect or incomplete data in the Order.
 9. In response to the Order, the Seller submits the Order Confirmation to the Buyer, containing the data of the Parties, the subject of sale, the sale price and GTCS, or an indication of the address of the Website. The Agreement is concluded upon delivery of the Order Confirmation to the Buyer. An unconfirmed Order is considered not accepted.
 10. The provisions of Article 66¹ § 1-3 of the Civil Code shall not apply to the offers submitted electronically.
 11. The General Terms and Conditions of Sale are delivered together with the Offer or the Order Confirmation. If these terms and conditions were not delivered in the manner indicated in the preceding sentence, the GTCS posted on the Website shall apply.
 12. Oral arrangements made with the Seller or its employees or representatives shall not bind the parties, unless they are confirmed in writing by the Seller.

§ 3 Prices and terms of payment

1. The Products prices are net prices, to which VAT shall be added in accordance with the applicable tax regulations.
2. If the payment date is not specified in the bill or invoice, the price should be paid within 7 days from the date of receipt of the invoice or bill. If the payment deadline is exceeded, the Seller shall charge statutory interest for delay in commercial transactions at the rates applicable in Poland.
3. The date of payment shall be the date of crediting the Seller's bank account or, in the case of cash payment, the date of receipt of cash at the Seller's cash desk.
4. The Seller has the right to suspend - the delivery of subsequent batches of Products - until the price for the already delivered Product is paid.
5. In order to secure claims for the payment of the price resulting from the Sale Agreement, the Buyer shall, at the request of the Seller, establish a collateral therefor, in particular in the form of a pledge, mortgage, blank promissory note, surety, assignment of receivables.
7. Payment of the price before the agreed date does not entitle the Buyer to any rebates or discounts.

§ 4 Delivery terms and conditions

1. The delivery rules for all Products is the FCA delivery in accordance with the INCOTERMS 2020 formula, unless the Parties have agreed otherwise in writing.

- At the request of the Buyer, the Seller may submit an offer for the transport of the Products to the place indicated by the Buyer.
2. The Order fulfillment period starts from the date of concluding the Agreement, and if, in accordance with the Agreement, the Buyer is obliged to provide the Seller with the documents necessary to perform the Agreement or is obliged to make an advance payment before starting production, the Order fulfillment period starts to run from the date of receipt of such documents or advance payment.
3. If the Agreement specifies the cost of transporting the Products to the place indicated by the Buyer, the determined value is valid for one month from the date of the Agreement. In the event of delivery after one month from the conclusion of the Agreement, the Seller may require the Buyer to pay the costs of transporting the Products according to the value of the transport receivables charged to the Seller.
4. The Buyer is not entitled to charge the Seller any contractual penalties for delay in delivery.
5. The Buyer is obliged to accept the Products no later than 1 month from the date of delivery agreed by the Parties. The Product is considered to be accepted when it is actually released to the Buyer.
6. If the Buyer does not accept the Products in accordance with paragraph 5 above, the Seller may withdraw from the Agreement within 12 months from the date on which the Buyer was obliged to accept the Products. In such a situation, the Seller may demand payment of the entire agreed price of the Products and cover the costs of their storage until withdrawal from the Agreement.

§ 5 Loading and weighing

1. The Product is delivered by loading the Product for the Buyer's own transport or for transport commissioned thereby in accordance with the regulations and applicable to the Seller, unless the Parties have agreed in writing a different delivery method.
2. In the event of collection of the Product by the Buyer with its own transport or transport commissioned thereby, the Buyer is obliged to ensure:
 - a. that the technical equipment of the vehicles meets the legal requirements and corresponds to the Seller's loading devices;
 - b. that the transport conditions meet the requirements guaranteeing the preservation of the Product parameters,
 - c. that drivers comply with the OHS rules and use personal protective equipment applicable at the Seller's plant.
3. Before loading, the Seller may inspect the Buyer's means of transport or transport commissioned thereby for compliance with the requirements referred to in paragraph 2 above.

If the Seller determines that the means of transport do not meet these requirements, the Seller has the right to refuse to load the Product until the identified breaches are remedied at the Buyer's cost and risk.

4. Depending on the type of Product and the agreed technical and commercial conditions, loading shall occur:
 - a. directly to the provided means of transport,
 - b. or by filling big-bags of the agreed quality and dimensions, and then loading the Product into the provided means of transport.
5. The quantity of the delivered Product is determined at the Seller's plant based on the measurements of the legalized ramp scales.
6. The Buyer is obliged to check the Product and packaging upon delivery. Any reservations of the Buyer as to the terms of delivery shall not release the Buyer from the obligation to accept the Product.
7. In the event of reservations, the Buyer is entitled to submit a complaint in accordance with § 7.
8. The packaging costs shall be borne by the Buyer, unless the Parties have agreed otherwise in writing.
9. If, at the Buyer's request, the Products are to be packed in a manner that deviates from the rules adopted by the Seller (e.g. a different type of packaging), the Buyer is obliged to pay additional costs related to the packaging, unless the Parties have agreed otherwise in writing.

§ 6 Documentation

1. An integral part of each Agreement is the Product specification sheet. In addition, the Agreement may contain other documentation (MSDS safety data sheets, company standards, product origin certificates, etc.)
2. The documentation referred to in paragraph 1 is drawn up in Polish, unless otherwise agreed. The translation of the documentation into other languages shall be executed at the Buyer's cost and request.
3. Deviations from the Product specifications are allowed to the extent specified in the documentation. The Seller is not responsible for the parameters of the product that have not been specified in the documentation.

§ 7 Complaints

1. The Seller declares that at the time of delivery, the Products comply with the specification specified in the documentation referred to in § 6.
2. The Buyer, immediately after the release of the Products, is obliged to check them in terms of quantity and quality.
3. The Buyer is obliged to report to the Seller any quantitative discrepancies in the delivery in writing, within 3 days from the date of release of the Products, under pain of losing the right to complain about the quantity of the Product.

The basis for a quantitative complaint may be only the measurement made with the use of a scales subject to valid legalization. Weight differences up to 0.5% of the declared weight of the Product shall not constitute grounds for a complaint.

4. The Buyer is obliged to report quality complaints (non-compliance of the product with the specified specification), to the Seller in writing within 14 days from the date of the release of the Products, under pain of losing the right to submit quality complaints.
5. The Seller does not guarantee the fitness of the Product for a specific use or other Product characteristics than those specified in the documentation.
6. In the case of international sales, the Seller is not responsible for the compliance of the Product with the regulations in force in the country of its use.
7. Claims under the warranty for Product defects are excluded.
8. The execution of the claims described in this Section does not constitute grounds for withdrawal from the agreement and does not exclude the obligation to pay for the delivered Products.
9. If the complaint is accepted, the Seller may provide the Buyer with a Product that complies with the specification or refund a part of the Product price. Regardless of the Buyer's indications, the binding decision as to the manner of considering the complaint rests with the Seller.

§ 8 Compensation liability

In the event of non-performance or improper performance of an obligation under the Sale Agreement, the Seller shall be liable to the Buyer only for damage that is a normal consequence of its own culpable act or omission and only to the extent of the Buyer's actual damage. The Seller's liability for indirect losses and lost profits is excluded. The amount of the compensation may in no case exceed the price specified in the Sale Agreement.

§ 9 Force majeure

1. The Seller is not responsible for non-fulfillment of obligations resulting from force majeure events. Force majeure events are all unforeseen circumstances relating to the Seller or its subcontractors and suppliers, which are beyond the control of the Seller and affect the ability to perform contractual obligations, in particular:
 - a. war (regardless of its formal declaration), general military mobilization, threat of war or terrorist attacks, martial law, state of emergency,
 - b. civil war, riot, revolution, insurrection or sabotage,
 - c. strike, lockout, occupation of a mining plant or other premises or other events that seriously limit the possibility of conducting business activity,

- d. import, export or currency restrictions,
 - e. flood, earthquake, explosion, fire, snowstorm and other violent or extreme weather events, regardless of whether a state of natural disaster has been declared or not,
 - f. an epidemic or other similar natural disasters, regardless of whether an epidemic threat or state of an epidemic has been declared,
 - g. interruption or limitation in the supply of electricity or a serious failure of the road infrastructure or telecommunications network lasting more than 72 hours,
2. In the event of a force majeure event, the Seller is entitled to extend the term of performance of the Agreement for the duration of force majeure, as well as for an additional period not longer than 6 months.
 3. If the case of force majeure persists for at least 30 days, the Seller is entitled to terminate the agreement with immediate effect.
 4. The Buyer's pecuniary obligations arising before the occurrence of force majeure shall remain in force and shall also be enforceable during the duration of the event of force majeure.

§ 10 Change of relationships

1. If, after the conclusion of the Agreement, one or more price-generating factors, in particular the cost of energy, change in exchange rates, increase in the minimum wage, increase, the Seller may unilaterally increase the price of the Product in line with the increase in the appropriate price factor.
2. If, in the performance of the Agreement, the Seller provides additional services, the Buyer shall cover the cost of these services according to the prices included in the applicable Seller's price list.

§ 11 Proprietary rights reservation

1. The delivered Products remain the property of the Seller until the price is paid, unless the Parties agree otherwise in writing. During the period of the reservation of title, the Buyer may not encumber the Products with any third party rights.
2. If, before the payment of the full price for the delivered Products, they are combined with the Buyer's movable property in such a way that restoration to the previous condition would be associated with excessive difficulties or costs, the Seller and the Buyer shall become joint owners of the entirety. Shares in joint ownership shall be defined according to the ratio of the value of the combined items. The Seller shall cease to be a joint owner of the described movable property upon payment of the entire price for the delivered Products.

§ 12 Claims transferability

1. The possibility of transferring any claims of the Buyer against the Seller in connection with the Agreement to third parties without the written consent of the Seller is excluded.
2. The Buyer may not, without the consent of the Seller, deduct any claims against the Seller from the Seller's claims for the sale price.

§ 13 Intellectual property law and confidentiality

1. All information disclosed by the Seller to the Buyer, its representatives, and related entities, including in particular technical, technological, industrial, commercial, financial information, drawings, calculations, descriptions and other, regardless of the method of their transmission, constitutes the Seller's business secret and shall be confidential during implementation and after termination of the Agreement and may not be transferred to third parties without the written consent of the Seller.
2. The Seller reserves the ownership right to all documentation provided to the Buyer in connection with the performance of the Agreement and the intellectual property right to the Product markings contained in this documentation, in particular to the magnesite markings used and to the word-graphic mark of Magnezyty "Grochów" S.A. Such documentation may not be made available to third parties without the written consent of the Seller.
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§ 14 Dispute Resolution, Governing Law

1. Any disputes that may arise between the Parties in connection with the conclusion or performance of Sale Agreements of the Products to which these General Terms and Conditions of Sale apply, shall be settled - at the Seller's choice, by a court having jurisdiction in Katowice or a court having jurisdiction over the registered office of the Seller.
2. The law applicable to the Agreements is Polish law. In the case of agreements for the international sale of goods, the provisions of the Vienna Convention on the International Sale of Goods (CISG 1980) apply.