


DATE	VERSION	NUMBER	PUBLIC DOCUMENT	
2021-01-02	1	RBB GTCS	<b>General Terms and Conditions of Sale</b>	
		Date	Organisational unit	Name
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## § 1. Introduction

1. These General Terms and Conditions of Sale, hereinafter referred to as GTCS, define the rules of cooperation between the parties with respect to sales of products and services offered by RBB-STAL to the CLIENT.
2. These General Terms and Conditions of Sale form a part of each offer, price list and cooperation agreement and entering into cooperation with respect to deliveries constitutes acceptance of GTCS.
3. The provisions of these GTCS may be amended only in writing in order to be effective. Conclusion of a separate sales agreement excludes application of these GTCS only in the scope regulated herein in a different manner.
4. Any different arrangements between the parties agreed and confirmed in writing have priority over the provisions of GTCS.
5. Definitions:

RBB-STAL – RBB-STAL Sp. z o.o. registered office in Jarocin, ul. Powstańców Wlkp. 1 B, 63-200 Jarocin, Website: [www.rbb-stal.com.pl](http://www.rbb-stal.com.pl).

CLIENT - shall mean every company or individual who purchases products or services from RBB-STAL.

OFFER - means an actual commercial offer of RBB-STAL sent earlier to the CLIENT.

DATE OF DELIVERY - means depending on the terms of delivery, the date when the goods are ready for collection or the date when the goods are delivered to the client.

ORDER - means an order for the sale of products or services placed by the CLIENT to RBB-STAL by post, fax or e-mail based on the offer received. The order should include:

- a. the registered data of the CLIENT - name, address, TIN [NIP] number or equivalent,
- b. definition of the subject of the order and indication of the offer, if applicable,
- c. quantity of the ordered product or service,
- d. desired date, place and conditions of delivery/collection of the goods.

ORDER CONFIRMATION - means the acceptance of the order for execution, which specifies in detail: the ordered products/services, quantity, prices and the value of the order, the currency in which the payment shall be settled, the expected date of execution, terms of payment and delivery conditions in accordance with INCOTERMS 2020.

## § 2. Product information

1. All technical information concerning steel grades, conversion factors, sizes and quality, resulting from catalogues, brochures and other advertising materials are approximate data and are valid only in the scope in which they are accepted by both parties.
2. The CLIENT is obliged to know the technical parameters of the ordered goods, RBB-STAL is obliged, if included in the contract, to provide a certificate. RBB-STAL charges a fee for the service of issuing the certificate.

## § 3. Delivery Conditions

1. RBB-STAL undertakes to execute the order sent by post, fax or e-mail in accordance with the conditions specified in the order confirmation.
2. In the event of objections to the terms set forth in the order confirmation, such objections must be made in writing or by e-mail within 24 hours of receipt of the confirmation.
3. The lack of objections shall be deemed to constitute acceptance of the terms set out in the order confirmation and thus conclusion of the sales contract.
4. The commencement of production in accordance with the order so confirmed will result in the CLIENT being charged with the costs of production in the event of subsequent withdrawal from the contract.
5. The parties agree on the date and place of delivery or receipt of goods, provided that the information necessary for the execution of the order is provided to the seller.

#### **§ 4. Deliveries**

1. Each batch of delivery will be documented by a WZ document [Goods Dispatched Note] with a delivery specification and a waybill, which is the basis for the quantitative acceptance of the products and possible packaging.
2. The quantitative and qualitative acceptance will be carried out at the office of the CLIENT by a person authorized by the CLIENT.
3. A delivery batch shall be deemed to have been accepted without any reservations with regard to quantity and without damage after the signature of the Goods Dispatched Note by the CLIENT's representative. It is the CLIENT's responsibility to indicate the persons authorised to sign consignment notes.
4. In case of any doubts, it shall be deemed that each person signing the Goods Dispatched Note is considered to be a representative of the CLIENT.
5. Any shortages in the quantity of the delivered goods compared to the quantity stated in the WZ document should be reported only at the moment of handing over the batch of goods by making a relevant entry in the document or, in case of shortages resulting from destruction or damage of the goods during transport - additionally in a report signed by the CLIENT's representative and the person performing the transport.
6. RBB-STAL is not liable for any losses, damages or costs (direct or indirect) resulting from the CLIENT's claims due to errors in delivery or its delays caused by the logistics operator.
7. RBB-STAL shall not be liable for any delay in delivery of goods, if it is caused by circumstances beyond RBB-STAL's control. (**§ 8.3**)
8. RBB-STAL may deliver the goods with its own means of transport, or through a carrier or forwarder.
9. If the CLIENT extends the agreed term of delivery or in case the goods are not accepted, RBB-STAL has the right to charge the CLIENT with transport costs and storage costs in the amount of 0.1% of sales value for each day of storage.

#### **§ 5. Amounts due**

1. RBB-STAL will issue a VAT invoice to the CLIENT upon giving the goods from the warehouse.
2. Invoices will be issued in accordance with the order confirmation.
3. The default form of invoices in RBB-STAL are electronic invoices issued in accordance with separate regulations.
4. In case of delays in payment of due invoices, RBB-STAL has the right to stop the production of the next batches of deliveries until the arrears are settled and shorten the due date of the next invoices at its discretion or demand an advance payment of 100% of the order value before starting the production of the next batch of products.
5. Delays in payment may cause extension of the delivery dates of consecutive batches of products in relation to the established delivery schedule, however without negative consequences for RBB-STAL on this account.
6. The date of payment is the date of crediting RBB-STAL's bank account.
7. In case the CLIENT fails to pay within the payment deadline, RBB-STAL has the right to charge statutory interest.

#### **§ 6. Complaints**

1. Complaints concerning factory errors (latent quality defects), which could not be determined despite thorough examination of the product upon receipt, should be submitted to RBB-STAL in writing, immediately after their determination, but not later than 3 months from delivery.
2. RBB-STAL is obliged to replace the non-conforming delivery, if the complaint is submitted properly.
3. The CLIENT is obliged to notify RBB-STAL in writing of the defect within 90 working days from the date of receipt.
4. All quality complaints should be reported on a protocol or by e-mail to the Quality Department taking into account the handling person on the part of RBB-STAL, stating in particular:
  - a. CLIENT information - name, TIN [NIP] number or equivalent,
  - b. definition of the subject of the complaint with indication of the delivery concerned,
  - c. quantity of the product being subject of the complaint,
  - d. the reason for the complaint, i.e. a detailed description of the defect together with a photo-documentation.
5. Processing of the validity of the complaint should begin within 7 working days from the date of notification, as long as the expected information from the Client or travel to the Client does not extend this period.
6. For Clients classified as Automotive Clients - the first response, including immediate actions should be sent within 24 hours, unless otherwise required by the Client, and the complete closure of the complaint should be carried out without undue delay.
7. For notifications of non-conformities arising due to the fault of the material manufacturer (smelter), the time stipulated for the closure of the complaint is 30 working days.
8. The CLIENT is obliged to allow RBB-STAL to inspect the claimed product including taking samples and performing technical tests under pain of rejecting the claim.
9. RBB-STAL may accept the defective product within the time limit set forth in the contract, and if the contract does not specify this time limit within 60 days, counting from the notification of defects by the CLIENT.
10. In case of gross abuse of reporting unjustified complaints RBB-STAL has the right to demand reimbursement of the costs incurred for the processing of the complaint.

## **§ 7. Anti-corruption clause**

1. The Buyer undertakes to comply with all laws and regulations as well as with the guidelines for preventing or counteracting corruption applicable in the *Code of Ethics of RBB-STAL Sp. z o.o.*

## **§ 8. Additional clauses**

1. In the event of changes in economic, commercial, financial or political relations, which the parties did not take into account when concluding the agreement, and which significantly upset the contractual balance, each party undertakes to immediately undertake renegotiation in order to restore the contractual balance. In case the parties fail to reach an agreement on restoring the contractual balance within 30 days from the date of notification of occurrence of circumstances justifying the renegotiation of the contract, the scope of which includes these GTCS, the contract shall be deemed terminated in the part not yet performed on the first day following the lapse of a 30-day period provided for negotiations.
2. The provisions of section 1 of this chapter shall be applied accordingly in case of force majeure. Force majeure shall be understood as any sudden, unforeseeable external event affecting the performance of the parties' obligations, which the parties could not prevent.
3. The cases referred to in Section 1 shall in particular include labour conflicts, customs, currency and energy restrictions, widespread shortages of goods on the steel market, extraordinary decisions by the authorities and shortages and delays in the fulfilment of orders by the Seller's suppliers due to any of the reasons described above.
4. The CLIENT is not allowed, without RBB-STAL's consent, to transfer the knowledge and information obtained as a result of business contacts with RBB-STAL to third parties in matters covered by trade secrecy.

## **§ 9. Personal data**

1. At RBB-STAL, a Personal Data Security and Protection Policy is in force. The detailed scope of personal data processing for the purpose of execution and settlement of contracts and for marketing purposes is provided in the *Information Clause on Personal Data Processing*, which is available on the Company's website and constitutes an integral part of these GTCs.

## **§ 10. Final provisions**

1. Any amendments or supplements to these GTS require a written form to be valid.
2. Any matters not regulated by these General Terms and Conditions of Sale are subject to current written agreements between the parties and the relevant provisions of Polish law.
3. Any disputes that may arise in connection with the parties' cooperation in relation to RBB-STAL's deliveries will be settled by a Polish court having jurisdiction over RBB-STAL's registered office.