

**GENERAL TERMS AND CONDITIONS OF THE COMPANY'S AGREEMENTS
CELSA 'HUTA OSTROWIEC' SP. Z O.O.**

DEFINITIONS AND GENERAL PROVISIONS

§1

[Preliminary provisions - scope of application]

1. Subject to paragraph 2, these GTCs shall apply to:
 - 1) the purchase of Goods by Steelworks (i.e. contracts for the sale and supply of Goods by Contractors to Steelworks),
 - 2) service agreements,
 - 3) 3) contracts for the shipment of Goods,,

as well as to all actions connected with the conclusion of these agreements or preceding them and to the Orders for Goods and Services placed by the Steelworks, unless the Steelworks and the Contracting Party agree otherwise in the Agreement concluded between them.

2. Detailed matters relating to the individual types of contract referred to in paragraph 1 above shall be regulated in the respective detailed terms and conditions of contracts, separate for each type of contract. In the event of any inconsistency or contradiction between these GTC and the detailed terms and conditions of contracts, the detailed terms and conditions of contracts shall prevail..
3. These T&Cs shall not apply to scrap metal purchased by the Steelworks.

§2

[Definitions]

For the purposes of the T&Cs, the following terms shall have the meanings ascribed to them in this paragraph:

- 1) **Working day** – all days other than Saturdays and public holidays within the meaning of the Act of 18 January 1951 on public holidays;
- 2) **Written form** – the written form within the meaning of Art. 78 of the Civil Code; for the purposes of these GTCs and the Contract, the submission of a statement using electronic data media, facsimile or electronic mail shall also be deemed equivalent to the written form;
- 3) **Steelworks** – CELSA 'HUTA OSTROWIEC' sp. z o.o. with its registered office in Ostrowiec Świętokrzyski (address: ul. Samsonowicza 2), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kielce, X Economic Division of the National Court Register, under no. 123124, NIP: 5272312319, share capital: PLN 222,445,000;
- 4) **Confidential information** – information referred to in § 36 of the T&Cs;
- 5) **Contractor** – entity conducting business activity, being a party to the Agreement concluded by Huta; the Agreement should specify its full name, address, tax identification number or other equivalent identification number, number under which it is registered in the Register of Entrepreneurs of the National Court Register or other relevant register, as well as details of the Contracting Party's Representative (name and surname, function/position, delivery address, e-mail, fax);
- 6) **Civil Code or KC** – Act of 23 April 1964 - Civil Code;
- 7) **Hazardous materials** – hazardous materials within the meaning of Commission Decision of 3 May 2000. 2000/532/EC (the so-called European Waste Catalogue);
- 8) **Offer** – offer within the meaning of Articles 66 and 66' of the Civil Code;
- 9) **GT&C** – these General Terms and Conditions; whenever reference is made herein to the TCC, it shall also be construed as the TCC applicable to the subject matter of the Agreement;
- 10) **Subcontractor** – any entity whose services or supplies you use to perform the Agreement;
- 11) **Representative** – a person appointed by a Party as its representative responsible for the performance of the Agreement and contact with the other Party; when appointing the Representative, the Parties shall specify in writing his/her name, function/position, e-mail, fax and delivery address; any change of the Representative shall be made in writing and in accordance with the procedure described in § 25 of the GTC.
- 12) **Force Majeure** – circumstances not caused by either Party and independent of them, unforeseeable at the time of conclusion of the Agreement, which cannot be overcome without considerable difficulty and expense, and which make the fulfilment of the Parties' obligations under the Agreement impossible or substantially more difficult, in particular exceptional events connected with wars, whether declared or not, civil wars and riots, acts of terrorism and serious threats of terrorism any action taken by public authorities in connection with the threat of terrorism, embargoes and import or export restrictions, shortages of raw materials necessary for production including, in particular, electricity and gases, acts of civil or military authorities, sanctions, boycotts, fire, flood,

accidents, strikes, epidemics or threats of epidemics (excluding strikes by Contractor's or Subcontractor's personnel);

- 13) **Party** – Steelworks or Contractor;
- 14) **ST&C** – special contractual conditions referred to in § 1 (2) of the GTC;
- 15) **Agreement** – each individual agreement concluded between the Steelworks and the Contracting Party; the Agreement shall also be understood as an Order sent by the Steelworks to the Contracting Party and accepted by the Contracting Party in writing; in addition, the Agreement may be concluded in particular as a result of the following:
 - 1) submission of an Offer by the Counterparty in response to the Steelworks' Request for Proposal and its acceptance by the Steelworks;
 - 2) submission of the Offer on the Contractor's own initiative and its acceptance by the Steelworks;
 - 3) the Contractor proceeds with the execution of the Order submitted to the Contractor by the Steelworks;
- 16) **Goods** – all kinds of goods, products, equipment, instruments and tools which constitute the subject matter of the Agreement and which are precisely defined therein;
- 17) **Order** – an Order placed with the Contracting Party by the Steelworks, in particular, an Order placed on the basis of the Contract connecting the Steelworks with the Contracting Party, as well as an Order placed without the prior conclusion of the Agreement, on the Order form used by the Steelworks; the Order should specify the service or the Goods as well as its quantity, mechanical properties or technical parameters, and, depending on the circumstances of a given case, the date of performance of the service or delivery of the Goods, the data of the Steelworks Representative, the date on which it was placed and the Agreement which constitutes the basis for its placement (if such an Agreement was concluded); The Order shall also bear an individual number; acceptance of the Order shall be in Writing, but failure to refuse to accept the Order within 5 working days shall constitute acceptance; the Order leaving SAP shall have an electronic signature;
- 18) **Request for Quotation** – an invitation by the Steelworks to submit Offers or any other type of statement aimed at obtaining information by the Steelworks on the possibility and terms and conditions of concluding an Agreement; it should specify the service or Goods and its quantity, mechanical properties or technical parameters, data of the Steelworks' Representative, and include the T&Cs in the form of an attachment; an Offer Inquiry does not constitute an offer within the meaning of Article 66 of the Civil Code.

§3

[Scope of application of T&Cs]

The T&Cs are an integral part of each Agreement, Request for Tender and Purchase Order.

§4

[Conflict of Agreement and T&Cs]

1. in the event of a conflict between the provisions of the Agreement and the GTC, the provisions of the Agreement shall prevail.
2. If the application of certain provisions of the T&Cs is excluded (by the Agreement), the remaining provisions shall be binding on the Parties..

§5

[Exclusions to concurrence of patterns; defensive clause]

1. The Agreement shall only be concluded on the terms and conditions set out in these GTCs. These GTCs exclude the use of other model contracts, rules and general terms and conditions by the Contracting Party. Terms and conditions other than the GTCs shall not be binding on the Steelworks unless expressly accepted by the Steelworks in Written Form.
2. Acceptance of the Goods or services by Smelter without express reservation or payment by Smelter for the purchased Goods or services shall in no way imply acceptance of the model contract, regulations, general terms and conditions or other documents of similar application used by the Contracting Party.
3. In the event that the Counterparty, when submitting an Offer, attaches its own model agreements or regulations to it, the response of the Steelworks shall be tantamount to the exclusion of their application and shall contain an indication that only the GTCs shall apply. Such a response shall be deemed to be the submission of a new Offer by Smelter. Such Offer shall contain a reservation that it may be accepted only without reservations relating to the content of the GTC..

§6

[Amendments and supplements to T&C]

1. Any amendments and supplements to the T&Cs shall be made in writing.

- The Steelworks shall serve the amended provisions of the GTCs on the Contracting Party in accordance with § 25 of the GTCs. The amendments shall become binding if the Contracting Party fails to terminate the Agreement within 7 days from the date of service of the amended provisions of the GTC on it.

§7

[Salvatorial clause]

In the event that one or more provisions of the T&Cs or the Agreement should prove to be invalid or unenforceable (in particular in view of the subject matter of the Agreement in question), the remainder of the Contract, the Purchase Order, the Offer or the Request for Proposal shall continue to be fully binding. The Parties shall promptly endeavour to replace the invalid terms or provisions of the foregoing documents with lawful and enforceable terms. Such terms and conditions should be as close as possible to those previously agreed upon.

§8

[Offer. Provision of the T&Cs to Contractor]

- the T&Cs and the relevant CSA, or at least information on the existence of the T&Cs and CSA and where they are published (link to the Steelworks website), shall be annexed to the Requests for Tenders and Orders.
- The provisions of the GTCs shall apply to Offers submitted in response to Requests for Proposals and Offers submitted to the Steelworks at the Contractor's initiative. At the conclusion of the first Contract with the Steelworks, the Contracting Party shall sign a declaration on the application of the GTCs to a given Agreement as well as to all Contracts concluded with the Steelworks in the future.
- offers prepared by the Contracting Party in response to the Request for Proposals shall be complete and contain all information necessary to assess whether the Goods or services offered by the Contracting Party meet the requirements indicated in the Request for Proposals..
- If, in the Request for Quotation, the Steelworks has strictly specified the requirements to be fulfilled by the Goods or services, the Contracting Party shall be obliged to indicate any discrepancies between the requirements specified in the content of the Request for Quotation and the content of its Bid and the reasons for deviating from these requirements.
- The submission of a Tender by the Contractor in response to the Request for Tender, each time including the GTCs as an appendix or an explicit reference to the GTCs as an integral part of the Request for Tender and the Contract, shall constitute acceptance of the GTCs. A disclaimer to this effect shall be included in the Request for Proposals.
- In the case of Offers made at the initiative of the Counterparty, the Smelter shall attach the T&Cs to its response to the Offer. Thus, such acceptance of the Counterparty's Offer shall constitute the submission of a new Offer by the Steelworks and shall require its acceptance by the Counterparty. Such Offer will contain the stipulation that it may only be accepted without reservations relating to the content of the GTCs.
- Tenders should be sent to the address indicated in the Request for Proposals, referring to the Request for Proposals number. Tenders should be valid for a period of at least 45 days.
- the failure of the Steelworks to select a particular Offer shall not require any justification by the Steelworks or entitle the Counterparty to any claim in respect thereof.
- In the case of the acquisition of products, equipment or services that have or may have an impact on the ICZM, the Steelworks informs that the energy performance may be one of the evaluation criteria in the acquisition process, which the Contractor should take into account at the Offer stage.

§9

[Electronic offer]

The Parties hereby agree that the validity of an Offer submitted in electronic form does not require confirmation of receipt of the Offer by Huta or fulfilment of the obligations set out in Article 66¹ § 2 and § 3 of the Civil Code.

§10

[Disclaimer]

It is stipulated that if the response of the Steelworks to the Counterparty's Offer has been made subject to changes or additions that do not materially alter the contents of the Offer, such response shall be deemed to be an acceptance of the Offer unless:

- the Counterparty has indicated in the content of the Offer that it may be accepted by the Steelworks only without reservations; in such a case, the response of the Steelworks to the Counterparty's Offer shall be deemed to be a new Offer, in the content of which the Steelworks shall include a reservation that it may be accepted only without reservations;
- the Counterparty immediately objects to the inclusion of the Steelworks' objections in the Agreement; in this case the Agreement between the Counterparty and the Steelworks shall be deemed not concluded;
- Steelworks, in responding to the Offer, expressly makes its acceptance of the Offer conditional on the Counterparty's

agreement to incorporate its proposed reservations into the Agreement and fails to obtain such agreement promptly after delivery of the response.

§11

[Conclusion of Agreement]

- The Agreement shall be concluded in Writing, it being sufficient to exchange documents, each of which is signed by one of the Parties (that is, by a person authorised to represent that Party), in particular by the Steelworks sending to the Contracting Party a signed Purchase Order and the Contracting Party sending to the Steelworks a signed Purchase Order.
- The application of Article 68² of the Civil Code shall be excluded, i.e. in no case shall the failure of a Party to respond promptly to an Offer made to it be deemed an effective conclusion of the Agreement.

§12

[Time of conclusion of the Agreement]

Unless otherwise stipulated in the Agreement, the Agreement shall come into effect upon the submission of the declaration of acceptance of the Offer in Written Form to the other Party in accordance with § 25 of the GTCs or upon the Contracting Party's sending of the signed Order to Huta or the Contracting Party's submission of the declaration of acceptance of the Order, whichever of these three events occurs later.

§13

[Validity of the Agreement]

- The Agreement shall each time indicate whether it is concluded for a definite or indefinite period of time, or whether it concerns a single supply of Goods or service. In the case of Agreement concluded by acceptance of an Order or by the Contractor's commencement of performance of the Order, the period for which the Agreement is concluded shall be specified in the Order.
- In the case of Contracts of indefinite duration, each Party shall be entitled to terminate the Contract at 30 days' notice unless the Parties have agreed in the Contract on a different period of notice.
- A Agreement concluded for a definite period of time shall expire at the end of the period for which it was concluded, unless the Parties extend its duration in Written Form.

§14

[Integrity clause]

The content of the Agreement consists only of the arrangements made in Writing. The assessment of the content and scope of the obligations arising from the Agreement shall be based on the arrangements made by the Parties in Writing.

§15

[Due diligence]

The Counterparty declares that it is an entity professionally engaged in the performance of activities covered by the Agreement, that it has the knowledge, experience and qualifications necessary to perform the Agreement and undertakes to exercise due professional diligence in its performance, to comply with the provisions of law and the principles of technical knowledge and good manners..

§16

[Invoice]

- The invoice shall be based on the Contractor's delivery of the Goods or services in accordance with the Agreement. If the Agreement provides for advance payments, the Contracting Party shall issue an invoice covering such payments in accordance with the law and these GTCs.
- The Contractor undertakes to issue invoices in accordance with the applicable law. The invoice shall contain, in particular, the Tax Identification Number (NIP) or any other equivalent Tax Identification Number of the Contracting Party, as well as the designation of the Agreement or the number and date of the Order, as well as a full description of the Goods or services (indicating the PKWiU code) and the price agreed upon in the Agreement, with the VAT amount separately indicated.
- The Counterparty shall include in the invoice the prices in the amounts and currencies in accordance with the Agreement. A discrepancy will constitute grounds for the refusal of the invoice by the Steelworks. Regardless of which currency an invoice will be issued in, the Contracting Party shall specify the VAT amount in Polish zlotys.
- Where goods or services are exempt from duty or tax or duty or tax is not charged for any other reason, this must be indicated on the invoice, together with the legal basis.
- The invoice may include several consecutive deliveries made in a given month (in particular in the case referred to in § 17 of the GTC). In such a case, the Contracting Party shall include the individual deliveries as separate items on the invoice, indicating the date on which they were made and the subject matter (including the PKWiU code).
- The Contractor shall send invoices to the address indicated in the Agreement or Order, and in the event of any discrepancy the address indicated in the Order shall prevail.

- The Contractor shall attach to the invoice an acceptance document signed by the Steelworks (or the consignee, in case the Steelworks orders the delivery of Goods to a third party), including a CMR document.

§17

[Self-invoicing]

- Where the Contract provides that invoices will be issued by the Steelworks as the purchaser of the Goods from a VAT payer, the Parties shall be obliged to conclude a separate self-invoicing agreement authorising the Steelworks to issue invoices, correction invoices and duplicate invoices in the name of the Contracting Party and for its account during the term of the Contract in connection with the purchase of Goods or services under the Contract. The content of this agreement will comply with all the requirements provided by tax law.
- The contractor undertakes to accept invoices issued by the Steelworks in the form of a signature in accordance with the applicable regulations.

§18

[Transaction statements]

- If the Agreement is not limited to a single performance, the Contracting Party and, in the case of self-invoicing, Smelter may, twice per calendar month, compile a statement of transactions for the purchase of Goods or services, the performance of which commenced on or before the 15th (fifteenth) and the last day of the relevant month, respectively. These statements, if produced, shall be sent electronically to the other Party within 5 Business Days of the expiry of the relevant period.
- Completed and corrected statements must be returned no later than 5 Business Days. Failure to reply to the statement within 5 working days shall be deemed acceptance of the statement.
- The summary of transactions of purchase of Goods or services accepted by the Parties shall be the basis for issuing a VAT invoice in accordance with §16. If the Parties accept the summary only in part, an invoice covering the accepted part of the summary may be issued.

§19

[Exclusion of liability]

The Steelworks shall not be liable for any tax arrears of the Contracting Party. In particular, failure to meet the invoice issuance deadlines, regardless of the reasons for such situations, shall not release the Contracting Party from the obligation to timely settle the VAT.

§20

[Archiving of invoices]

The parties are obliged to archive and store invoices for a period of at least 5 years from the end of the calendar year in which the deadline for payment of the tax expired.

§21

[Price]

- The price of the Goods or service is determined by the Agreement. Unless otherwise stated in the Contract, the Price is a fixed value, includes all costs and taxes and is not subject to any variation.
- All discounts and rebates to the Steelworks shall be reserved in the Agreement.
- In addition to the amounts set out in the Agreement, the Smelter shall not be obliged to pay the Counterparty any additional fees or reimburse the Counterparty for any costs unless otherwise agreed by the Parties in Writing.

§22

[Payment terms and conditions]

- Payment periods shall be laid down in the Contract. The contract may also contain a schedule of partial or advance payments.

Warunki płatności są określone w Umowie. Umowa może również zawierać harmonogram płatności częściowych lub zaliczkowych.

- In the case of early acceptance of the Goods or services, the payment term shall apply in accordance with the agreed date of delivery of the Goods or services.
- Subject to other, more detailed provisions of the GTCs, in the event of material default in the performance of the Contract by the Counterparty, the Steelworks shall be entitled to withhold the payment due to the Counterparty until the Contract is duly performed, which shall not exclude further rights of the Steelworks under the provisions of the generally applicable law.

In the event that the Contracting Party uses Subcontractors in the performance of the Contract, payment for the Goods or services shall be made upon receipt by the Steelworks of a statement in Writing from the Contracting Party's Subcontractors to the effect that the Contracting Party is not in default with respect to payments arising from work, works or deliveries performed by them in connection with the Contract. Such statement shall be an attachment to the invoice issued by the Contracting Party. In the event of self-invoicing, payment shall be made on the date indicated in the Agreement if, not later than 10 Business Days prior to that date, the Contracting Party provides Huta with the statements of the Subcontractors.

§23

[Method of payment]

- Payment of the agreed price of the Goods or services shall be made to the bank account indicated by the Counterparty. The payment date shall be the date on which the bank account of Huta.
- The Counterparty shall notify any change of bank or bank account number immediately, but no later than 3 Business Days after the change.
- Payment by the Steelworks to the Contracting Party's previous bank account in the event that the Contracting Party fails to provide the Steelworks with information on the change of this account, shall be deemed to have been performed by the Steelworks. The Counterparty shall not be entitled to raise any claims against Huta on this account.

§24

[Place of fulfilment]

Unless the Agreement provides otherwise, the place of performance, including in particular the place of delivery of the Goods covered by the Agreement or the provision of services, shall be the place where the registered office of the Steelworks is located at the time of performance.

§25

[Notice]

- Any correspondence between the Parties relating to the conclusion or performance of the Agreement shall be made in writing, by fax or e-mail to the numbers or addresses of the Representatives.
- All correspondence sent to a Party shall be deemed to have been delivered on the same day if sent between 9:00 a.m. and 5:00 p.m. (Central European Time), on a Business Day at the place of receipt, or, if sent at any other time, at 9:00 a.m. on the next Business Day at the place of receipt.
- For the avoidance of doubt, the Parties confirm that any representations shall be deemed to have been made (delivered) at the time when they have reached the other Party's Representative in such a way that the other Party could have familiarised itself with their content. In the case of declarations made in electronic form, including by e-mail, they shall be deemed made at the moment when they have been entered into the means of electronic communication in such a way that the other Party could have familiarised themselves with their content, provided that the sender of the e-mail does not immediately receive feedback from the servers involved in the message delivery process that the message cannot be delivered.

§26

[Amendment and termination of Agreement]

Modification of the Agreement, as well as withdrawal, termination or dissolution of the Agreement shall be in writing.

§27

[Subcontractors]

- Unless otherwise agreed in Writing, the Contractor shall not be entitled to use Subcontractors in the performance of the Contract without the prior consent of the Steelworks, expressed in Writing. The Contractor shall not commence performance of the Agreement with a Subcontractor without such approval. In the event that a Subcontractor is used without the approval of the Steelworks or against its objection, the Steelworks shall be entitled to refuse to accept the Goods supplied by such Subcontractor or to refuse to accept the services provided by such Subcontractor, as well as to refuse to allow such Subcontractor to provide services on the premises of the Steelworks..
- In the event of an intention to use a Subcontractor, the Contractor shall submit the person of the Subcontractor and information including the detailed scope of work subcontracted to the Subcontractor and the amount and dates of payment of the remuneration due to the Subcontractor to Huta for approval.
- W razie zawarcia umowy z Podwykonawcą, za działania i zaniechania Podwykonawców odpowiada zarówno Kontrahent (jak za działania i zaniechania własne), jak i sam Podwykonawca. Odpowiedzialność ta ma charakter odpowiedzialności solidarnej w rozumieniu art. 366 Kodeksu Cywilnego. Postanowienia niniejszego punktu stosuje się także w wypadku zawarcia umowy z Podwykonawcą bez zgody Huty lub wbrew jej sprzeciwowi.
- The Subcontractor shall be obliged to confirm in writing its acceptance of the activities entrusted to it for performance. The confirmation should specify the activities delegated, as well as the deadline for their performance, and also confirm acceptance of the obligation not to disclose Confidential Information within the meaning of § 36 of the T&Cs.
- The Contractor shall be fully responsible for settlements with the Subcontractors and shall pay, together with any interest and costs due, any legally adjudicated receivables and amounts claimed by the Subcontractors against the Steelworks.

§28

[Contractual penalties]

1. Unless otherwise provided in the Agreement, in the event of a delay in the delivery of the Goods or the performance of the service in accordance with the Contract, the Contractor shall pay to the Steelworks a contractual penalty of 0.5% of the price of the Goods or the service, for each day of delay.
2. Unless otherwise provided in the Agreement, if Confidential Information is disclosed contrary to §36 of the T&Cs, the Contractor shall pay a contractual penalty of 15% of the price of the Goods or service.
3. The Steelworks shall be entitled to claim payment of damages in excess of the contractual penalties.

§29

[Deductions]

In the event that there are prerequisites for the payment of contractual penalties by the Steelworks, the Steelworks shall be entitled to deduct the contractual penalties due to it from the payments due to the Counterparty in respect of the payment for the Goods or services, whether due or not. The Counterparty hereby authorises the Steelworks to make such deductions.

§30

[Cession]

1. The contractor shall not be allowed to transfer to third parties the rights and obligations under the Contract concluded with the Steelworks without the prior written consent of the Steelworks.
2. The Steelworks may transfer its rights and obligations under the Contract without the Contracting Party's consent. The Steelworks shall notify the Contracting Party of the assignment within 7 Business Days.

§31

[Social responsibility]

1. The contractor shall ensure that it endorses and applies in all its spheres of activity a set of core values in the areas of human rights, labour standards, environmental protection and anti-corruption, in particular the following principles:
 - 1) respect for human rights as adopted by the international community;
 - 2) elimination of all forms of forced labour;
 - 3) effective action against discrimination in employment;
 - 4) a preventive approach to the environment;
 - 5) use and dissemination of environmentally friendly technologies;
 - 6) countering corruption in all forms, including extortion and bribery.

The contractor shall ensure that the above values are complied with in accordance with the applicable legislation.

§32

[Health and safety protection]

The contractor shall comply with, and shall require its Subcontractors to comply with, applicable health and safety laws and all applicable safety regulations, policies and procedures in the performance of the Agreement.

§33

[Labour law]

The contractor undertakes to comply with all applicable labour laws and regulations applicable to its personnel, in particular it will duly pay its personnel and perform all other obligations incumbent on the contractor in relation to its employees, associates and other persons, irrespective of the type of legal relationship between the contractor and such persons. You shall require all of your personnel to comply with all laws relating to safety during the performance of the Agreement.

§34

[Environmental protection]

During the performance of the Agreement and at any place of performance, the Contractor undertakes, at its own expense, to take all necessary steps to:

- 1) the protection of the environment; and
- 2) compliance with applicable environmental legislation, including waste management and the handling of Hazardous Materials in accordance with such legislation.

§35

[Intellectual Property]

The Steelworks shall be entitled to all rights, including intellectual property rights, in all fields of exploitation, in relation to all sketches, calculations and other documents as well as models and specimens provided to the Contractor in connection with the conclusion and performance of the Agreement. The objects of these rights may not be made available to third parties without the prior consent of the Steelworks, expressed in Written Form. The Counterparty may only use them for the purpose of performance of the Agreement and, once the Agreement has been performed, they shall be returned without delay, but no later than within 5 Business Days of the performance or termination of the Agreement, without further request on the part of the Steelworks.

§36

[Confidential information]

Each Party undertakes to keep confidential any and all relevant information of a technical, economic or commercial nature obtained in the course of the negotiations conducted between the Parties and in the course of the performance of the Agreement, unless the obligation to disclose specific information to

designated persons or authorities results from mandatory provisions of law. The Parties are also obliged to maintain the secrecy of the conclusion of the Agreement. The obligation of confidentiality shall also exist after the execution of the Agreement, unless the information covered by it has become generally available.

§37

[Representation of Parties]

1. Declarations of intent shall be made, both on behalf of the Steelworks and on behalf of the Contractor, only by entities indicated in the National Court Register, register of business activity or other relevant register as persons authorised to represent, respectively, the Steelworks or the Contractor or by duly authorised proxies.
2. The Counterparty undertakes to enclose an extract from the National Court Register, the Central Register of Business Activity and Information or other relevant register or a power of attorney in the form of an attachment to the Agreement.

§37

[Contractor's financial status]

1. At the request of the Steelworks, the Counterparty shall promptly provide information on its financial status.
2. The Steelworks undertakes to keep the information provided by the Counterparty confidential and not to use it for purposes other than verifying the financial situation of the Counterparty in the context of the possibility of proper performance of the Agreement.

§38

[Liability insurance]

Subject to the more specific provisions of the T&Cs, the Counterparty shall be required to have current third party liability insurance with a reputable insurance company covering the damage it may cause to the Steelworks in connection with the non-performance or improper performance of its obligations under the Agreement and insurance for the property entrusted to the Counterparty by the Steelworks under the Agreement.

§39

[Applicable law]

1. The conclusion and interpretation of the Contracts and the GTCs as well as the indication of the rights and obligations of the Parties and the correctness of the performance of the Parties' obligations shall be exclusively governed by Polish law.
2. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded.

§40

[Amicable dispute resolution]

In the event of a dispute between the Parties arising in connection with the Agreement, the Parties shall first take reasonable steps to resolve such dispute amicably between the Parties.

§41

[Jurisdiction of court]

Any disputes arising during the course of or in connection with the Agreement, including its conclusion, which are not resolved amicably within 60 calendar days from the commencement of the procedure shall be subject to the jurisdiction of the common court having jurisdiction over the registered office of the Steelworks. Notwithstanding the foregoing, the Steelworks shall be entitled to sue the Counterparty before the court of the Counterparty's registered office/residence.