

## General Terms and Conditions

The Terms and Conditions below constitute an integral part of all Contracts (Orders) concluded with our Suppliers (Sellers). Provisions, agreements and understandings deviating from or supplementary to these contracts shall only form part of the contract if agreed in writing; this shall not apply to provisions contained in our orders or request for proposal addressed to the Suppliers. Decisive for the interpretation of trading clauses are, in case of doubt, the valid INCOTERMS 2010.

### 1. Order

1. Orders and other declarations are only binding if they are confirmed by the **MPS Technology Sp. z o.o.** in writing. General Terms and Conditions of Suppliers apply only in the event of the prior express consent to their content by the **MPS Technology Sp. z o.o.** The modification of the content of the orders or other statements by the Supplier, without the **MPS Technology Sp. z o.o.** express consent to do so is invalid. The stated prices are in principle fixed and unchangeable.
2. They include the remuneration for the services charged to the Supplier and (unless agreed otherwise) also for the costs incurred until the delivery of goods to the **MPS Technology Sp. z o.o.**, including transport costs.
3. **Maximum goods dimensions: 0.3 m x 0.3 m x 0.5 m, max 50 kilograms. In case of delivery of goods not in the indicated size, the price will be appropriately reduced (at the discretion of MPS Technology Sp. z o.o.) by the cost of processing, which includes the thermal processing or mechanical to get the required sizes, form and mass.**

### 2. Dates and deadlines

1. Delivery dates are binding. Agreed delivery deadlines shall begin upon the conclusion of the contract.
2. If no delivery dates have been agreed upon, delivery shall take place immediately.
3. If the delivery date does not meet the deadline, the Supplier must inform the **MPS Technology Sp. z o.o.** about the reason and the expected duration of the delay in delivery immediately in writing. The above does not affect the negative consequences for the Supplier due to the delay.
4. If the delivery is made before the agreed date, **MPS Technology Sp. z o.o.** may refrain from accepting the delivery until the agreed date. Any additional costs resulting from the refusal of acceptance of goods shall be incurred by the Supplier. In the case of an early delivery, **MPS Technology Sp. z o.o.** does not provide a parking place or a place for the temporary storage of goods.
5. In the case of acceptance by the **MPS Technology Sp. z o.o.** delivery conducted before the agreed date, which results in additional costs for the **MPS Technology Sp. z o.o.**, the Supplier shall bear these costs. If the Supplier refuses to accept to incur these costs, the

**MPS Technology Sp. z o.o.** may refuse to accept the goods until the arrival of the agreed delivery date.

6. In case of not meeting the deadline of delivery by the Supplier, **MPS Technology Sp. z o.o.** may charge the Supplier with the costs incurred and - at its discretion - withdraw from the contract in whole or in part and charge the Supplier with a contractual penalty of 10% of the value of the goods not delivered. The contractual penalty shall be payable within 7 days from the date of issuing by **MPS Technology Sp. z o.o.** a debit note.

### 3. Shipment

1. The goods must be shipped and delivered to the receiving place stipulated by **MPS Technology Sp. z o.o.**
2. Every single delivery must be notified by the Supplier to the following address: **waga@mps-tech.pl**. The notification must be sent the latest 24 hours before delivery. The time of the delivery for each place of the delivery will be decided by **MPS Technology Sp. z o.o.**
3. The Supplier is obliged to include, in the notification, an accurate description of delivered scrap/good, waste code, order and delivery numbers. The above data should also appear on the Stock Issue Confirmation (CI). In case the correctly advised delivery takes place by 2 p.m. **MPS Technology Sp. z o.o.** will make efforts to unload the scrap/goods on the same day. The condition of the timely payment is to include the order number (from which the delivery is realized) on the VAT invoices. The possibility of placing subsequent orders is conditioned on the financial settlement of previous orders. The Supplier agrees to submit the original of a valid certificate of registration as an active VAT taxpayer, issued by the appropriate Tax Office at the request of **MPS Technology Sp. z o.o.** **MPS Technology Sp. z o.o.** accepts VAT invoices sent in PDF format via e-mail to the following address: **invoice@mps-tech.pl**. All risks and/or costs incurred in this respect shall pass to the Supplier in case this requirement is not met.
4. The Supplier is obliged to make available the goods at the place of delivery and ready for unloading.
5. Changing the date or the place of delivery requires the written consent of **MPS Technology Sp. z o.o.**
6. The materials used for packaging must be taken back free of charge or in case they are not taken back disposed of at the Supplier's costs.
7. Acceptable tolerance in the weight of the goods is +/-5% at the option of **MPS Technology Sp. z o.o.** An over-delivery or shortfall in delivery or change in class, type or quality of the goods is not permitted without the written consent of **MPS Technology Sp. z o.o.** The Shipment, which exceeds the quantity covered by the agreement, with a deficiency or goods of another class, type or other parameters of the goods as well with properties other than those covered by the agreement shall be at the expense and risk of the Supplier and the **MPS Technology Sp. z o.o.** may refuse to accept such goods.

8. The weight determined on the attested scales of the **MPS Technology Sp. z o.o.** is decisive.
9. The Supplier must have the delivery confirmed in writing by the stated receiving place.

#### **4. Invoice and payment for the goods**

1. The Supplier shall submit a written invoice based on delivery settlement sent by **MPS Technology Sp. z o.o.** after the service has been provided as per the contract. This invoice must contain the order number, receiving centre, a full description of the delivered goods, quantity of the goods, weight (determined according to the result of weighing in the place of delivery), weight units, the taxpayer identification number, presumptively VAT-UE number. In the event of exemption from taxes or customs duties reference shall be made thereto in the invoice.
2. The Supplier is also obliged to provide all other required documents, especially a waste transfer form.
3. **MPS Technology Sp. z o.o.** may refuse to pay for the goods if any required document relating to the delivery is missing.
4. In case of premature deliveries, **MPS Technology Sp. z o.o.** reserves the right to pay the invoices on the date which would have applied as per contract in case of timely delivery.
5. If any payment arrangements haven't been made, a payment period for the delivered goods is 14 days. The payment period shall be counted from the date of receipt of the goods, the invoice for the delivery and any other required documents, in particular waste transfer notes.

#### **5. Waiver, termination, set-off**

1. The Supplier is not entitled to assign any of his contractual rights and obligations to third parties without the **MPS Technology Sp. z o.o.** written consent.
2. The Supplier declares that it shall not make any set-offs of its receivables with the receivables to which **MPS Technology Sp. z o.o.** is entitled, unless, they have been confirmed by a valid decision or are indisputable between the parties.
3. **MPS Technology Sp. z o.o.** is entitled to offset all receivables to which the Supplier is entitled from **MPS Technology Sp. z o.o.** In the case that goods are returned due to quality defects, the Supplier is obliged to reimburse **MPS Technology Sp. z o.o.** any payments which **MPS Technology Sp. z o.o.** may already have made for these goods immediately, including interest equal to legal interest on late payment

#### **6. Warranty, acceptance of goods and complaint**

1. The Supplier guarantees the goods will meet the quality settled in the contract.
2. **MPS Technology Sp. z o.o.** does not accept deliveries requiring evidence of recovery and/or recycling in accordance with the Act of 11 May 2001 on the obligations of entrepreneurs in the field of management of certain waste and the product fee and the Act of 11 September 2015 on waste electrical and electronic equipment.
3. Each delivery must be free of objects and all parts which are dangerous or harmful for the processing and storage. The above also includes the Supplier's obligation to examine and document the goods for the presence of hazardous items and to perform other activities in accordance with the Act of the Minister of Economy from 30 December 1999 on workplace health and safety regulations concerning eliminating dangerous objects, including explosives from a scrap of metal and existence of hollow bodies, which means kegs, containers, and tanks must be cut through.
4. All goods must be free of ionizing radiation which goes beyond the natural own radiation of the steel. Ionizing radiation of the goods, which goes beyond the natural own radiation of the steel, exists if the buyers measuring device displays a value that exceeds the ambient surface radiation at the time of the take-over control measurement. This is documented in a measuring report after a further control measurement. Should such ionizing radiation of the goods be determined, the buyer shall be entitled to refuse acceptance of the load located in the transport unit for which a complaint was made and inform the responsible authority as well as the Supplier. Insofar as the authority does not order any other measure, the Supplier must pick the goods up within two days after notification of the acceptance refusal, or order the utilization. All costs connected to the acceptance refusal by **MPS Technology Sp. z o.o.**, the costs of return transport and the utilization are covered by the Supplier. The Supplier shall also bear the incurred costs if the authorities order special measures (e.g. the separation and inspection of all parts of a load, which is recognized as contaminated, temporary interim storage on the plant site, removal transport subject to special safety precautions, the disposal).
5. Each delivery requires a statement concerning the origin of goods.
6. In the case of loading or delivery of goods not complying with the above conditions, the Supplier shall bear all related costs, including the costs of transport from the place of loading to the Supplier, the costs of cleaning the means of transport, the costs of removing the contamination and caused damage, as well as the costs of imposing fines and penalties.
7. For reasons of optimum quality control (determination of analysis) it will be necessary to make modifications to the goods, e.g. breaking, stretching etc, the Supplier agrees for that.
8. The delivered goods will be analyzed in the laboratory of **MPS Technology Sp. z o.o.**, in order to determine and control the type, properties and class in terms of conformity of the goods with the contract. The Supplier must report a possible objection to the findings of the inspection carried out by **MPS Technology Sp. z o.o.** within two workdays from the notice of results of the analysis. We are entitled to process the goods if we do not receive any notification from the Supplier.

9. In case of delivery of goods in different types, or whose quality or quantity is doubtful, or requiring an estimation, the goods will be taken by **MPS Technology Sp. z o.o.** in deposit until the results of the estimation are received by the Supplier by phone or e-mail.
10. Detected during collection or analyze as well hidden or revealed at later date defects of the delivered goods, the Supplier must remedy at his costs immediately after our notice. Removal of defects shall not exclude the Supplier's liability for delay in delivery or damage caused by the delivery of defective goods. In case when it is not possible, unacceptable or impracticable to remedy a defect or in the case when a remedy of a defect is not customary accepted and no mutual solution can be found concerning a price deduction, **MPS Technology Sp. z o.o.** can then insist upon immediate free substitute delivery or may unilaterally reduce the price of goods. A reported complaint shall be treated by the Parties as legitimate and indisputable, if no objection is filed by the Supplier, within two workdays after the report is submitted.
11. Filing an objection by the Supplier does not limit the right of **MPS Technology Sp. z o.o.** to assert their entitlements under the warranty or guarantee for defects of the goods. If the Supplier does not satisfy his obligation to remedy the defect or make a substitute delivery immediately, **MPS Technology Sp. z o.o.** can assert the statutory warranty rights without setting a deadline.
12. The supplier shall cover all costs related to the complaint.
13. In case of repeated faulty delivery, **MPS Technology Sp. z o.o.** reserves the right to terminate the contract with immediate effect.
14. The Supplier shall cover the additional costs if a faulty delivery leads to the fact that overall extraordinary control of all delivered goods is necessary.
15. The statutory limitation period is binding for reporting the claims for the complaint.

## 7. Assignment of contract

1. The Supplier may not assign rights and obligations resulting from concluded agreements to a third party without the written consent of **MPS Technology Sp. z o.o.**

## 8. Liability

1. Unless is otherwise regulated in these conditions, **MPS Technology Sp. z o.o.** shall be liable for damages due to the breach of contractual or non-contractual duties or in case of the termination of the contract only if the damage is caused by the willful fault of **MPS Technology Sp. z o.o.** or gross negligence legal representatives or agents. With the culpable breach of essential contractual provisions **MPS Technology Sp. z o.o.** shall only be liable except for cases of willful intent or gross negligence of **MPS Technology Sp. z o.o.** legal representatives, for the normal consequences of the breach, with the except of lost profit.

## 9. Transborder transactions

1. All contracts in which the delivery is made to a country other than the country of the business office of **MPS Technology Sp. z o.o.** or the Supplier has its business office in a country other than the country of the business office of **MPS Technology Sp. z o.o.** the permissions of the appropriate Polish administrative organs may be required. In the case of introduction or increase of customs duties, taxes, transport fees etc. **MPS Technology Sp. z o.o.** is entitled to charge them to the Supplier.
2. The original VAT invoice will be issued upon receipt by **MPS Technology Sp. z o.o.** of a declaration in accordance with paragraph 7, annexe VII, according to the Regulation of the Council of the European Union No. 1013/2006 of 14 June 2006 in the original. The Supplier obliges to submit the original of a current declaration at the request of **MPS Technology Sp. z o.o.**
3. Contract for the recovery of the waste following Article 18 of the EU Regulation No. 1013/2006 of 14 June 2006 on shipments of waste. Shipments of waste will be subject to general information requirements following Article 18 of EU Regulation No. 1013/06. **MPS Technology Sp. z o.o.** hereby undertakes to subject the waste sent to it to recycling procedures by applicable regulations. If the shipment of waste or its recovery cannot be completed as planned, or if the shipment is considered illegal, the Supplier shall take the waste back or ensure its recovery in another way, and if necessary ensure its storage in the meantime.

## 10. Place of supply

1. The place of performance shall always be indicated by **MPS Technology Sp. z o.o.** place of receipt of good.
2. The court of competent jurisdiction is the court competent for the business office of **MPS Technology Sp. z o.o.** However, **MPS Technology Sp. z o.o.** reserves the possibility to bring an action also before the court of competent jurisdiction for the business office of the defendant.
3. The conclusion and interpretation of contracts and hereby conditions, as well as the validity and execution of obligations of the parties shall be governed by Polish law, excluding the application of the UN Convention on the International Sale of Goods.