

**General Terms and Conditions for Sale**  
**ODLEWNIA KUTNO sp. z o.o. (hereinafter "the ODLEWNIA")**

1. This General Terms and Conditions for Sale (the "GTCS") shall apply in case of all contracts, in particular those specified in §1 paragraph 3, as well as sales contracts, supply contracts, contracts for specific work, where ODLEWNIA is a seller, supplier or contractor in the scope not regulated in an agreement between parties. In case of contradiction between a specific contract and the GTCS, the specific contract shall prevail.
2. In case the other party to the transaction applies and has sent their own GTCS, this GTCS shall take precedence.

**§ 1 TERMS AND CONDITIONS FOR CONCLUSION AND PERFORMANCE OF A CONTRACT**

1. The subject matter of contracts concluded by ODLEWNIA is supply, sale of goods described in an order, in particular castings made of grey cast iron based on the EN 1561 norm or ductile cast iron based on the EN 1563 norm (the "Goods"), as well as provision of services of casting processing on ODLEWNIA's products, as long as the customer orders such a service.
2. The provisions referring to the Goods shall be applicable respectively to the provision of services by ODLEWNIA
3. "Contract" herein shall mean a contract, confirmed order, terms and conditions of order and GTCS provisions signed by properly empowered persons for each party thereto.
4. "Customer" shall mean the other party to the contract concluded with ODLEWNIA.
5. Supply or sale of Goods shall take place upon a contract between ODLEWNIA and the Customer. The contract shall include at least: price of the Goods, amount, delivery time and method, payment due date. The signed order shall be sent to ODLEWNIA in electronic form to a customer consultant, to the e-mail address [sekretariat@odlewniakutno.eu](mailto:sekretariat@odlewniakutno.eu) or in writing to the address: Kutno ul. Skłęczkowska 18.
6. Sending of an order pursuant to paragraph 4 shall be equal to accepting the GTCS by the Customer.
7. The contract has to be confirmed by ODLEWNIA in writing or in electronic form within 5 working days of the day of receipt of the order.
8. The Goods shall be collected / delivered to the Customer in compliance with the time limit indicated in the Contract.
9. ODLEWNIA shall be held responsible for type and condition of means of transport provided by the Customer.
10. In case of the Customer's own transport, responsibility for proper protection of the Goods during the transport shall be held by the Customer.

**§ 2 PRICE AND PAYMENT TERMS AND CONDITIONS**

1. Price for the Goods shall be specified in the contract or amendments thereto.
2. The payment due date shall be indicated in the VAT invoice issued by ODLEWNIA. The payment date shall be the day of crediting the due amount to the ODLEWNIA's bank account or to the factor's bank account in case of the factoring.
3. In case of failure to meet the payment due time limit, the Customer shall pay default interest at the maximum interest rate.
4. Failure to meet the agreed payment conditions shall be deemed to be a material breach of the contract. It entitles ODLEWNIA to withhold performance of the contract and to demand immediate payment of liabilities, even those which have not yet fallen due.
5. ODLEWNIA shall have the right to withdraw from the contract if the Customer is in default with his obligation to pay the price, within 5 days of the moment of occurrence of a default in payment on the Customer's side. In such case, ODLEWNIA shall be entitled to withhold the process of execution of placed and pending orders, excluding any claims of the Customer on this account. If the Customer is in default with payment, ODLEWNIA shall be entitled to dispose of its claims against the Customer to third parties and to charge the Customer with all the costs he has borne in connection with the disposal. In particular, ODLEWNIA can seek payment of discount understood as the difference between the face value of the disposed claim and the price obtained for it.
6. In case ODLEWNIA, after conclusion of the contract, obtains information on significant deterioration of the Customer's financial situation posing a threat on satisfaction of ODLEWNIA's claims, ODLEWNIA shall be entitled to demand their satisfaction regardless of the due date.
7. Lodging a qualitative or quantitative complaint shall not entitle the Customer to suspend payments for performed contracts or to set the value of complaint off of the current payments to ODLEWNIA without ODLEWNIA's written consent.

**§ 3 THE OWNERSHIP OF THE GOODS**

ODLEWNIA reserves the ownership of the Goods until full payment for the Goods is made.

#### **§ 4 IMPLIED WARRANTY AND COMPLAINT**

1. Detailed principles of determining complaint conditions are specified in Addendum no. 1 hereto.
2. In each case, ODLEWNIA's responsibility for defects in the Goods shall be limited to the price value of the Goods batch out of which the defected Goods have been delivered. ODLEWNIA shall not be held responsible for lost profit claims.
3. ODLEWNIA shall not give any guarantee for the Goods.
4. The Customer, by signing the handover report of the batch (or accordingly WZ [Delivery Note]/ Packing List / Invoice / Declaration / CMR) of the Goods, confirms collection of the amount of Goods specified therein.
5. In case of withdrawal from the contract by the Customer, for whatever reason, he shall bear the costs related to production of the individually ordered Goods and their reprocessing, if necessary.

#### **§ 5 CONTRACTUAL PENALTIES**

1. In case of delay in collection of the Goods within the time limit indicated in the Contract, the Customer shall pay ODLEWNIA a contractual penalty of 1% of the uncollected Goods gross price for each day of delay.
2. In case of failure to collect the Goods within 14 days of the time limit specified in the contract, ODLEWNIA shall be entitled to withdraw from the contract within 7 days of this 14-day period.
3. Payment of contractual penalties specified in paragraphs 1 and 2 shall not exclude ODLEWNIA pursuing its claims in the amount exceeding the reserved contractual penalties.

#### **§ 6 FORCE MAJEURE**

1. None of the Parties hereto shall be liable for infringement of the provisions hereof or for failure to perform or undue performance hereof, if that be caused by a "Case of Force Majeure".
2. Occurrence of the "Case of Force Majeure" shall be an occurrence of unpredictable events beyond the party's control, which prevent from fulfilling the obligation. In particular, the Case of Force Majeure shall be fire, flood, earthquake, war or any other acts of violence, epidemics and pandemics preventing from fulfilling the obligation, regardless of the party affected by such a case.
3. If the Case of Force Majeure occurs, the Customer shall be entitled to change the date of collection of the Goods postponing it by the period of the force majeure duration.
4. The Party invoking the Case of Force Majeure has to, at the other party's request, prove occurrence if such a Case.

#### **§ 7 OTHER PROVISIONS**

1. The Contract may be terminated by each of the Parties, effective immediately, in case of a flagrant breach of any of the General Terms and Conditions for Sale by the other Party.
2. Any legal relations arising, or likely to arise, herefrom shall be governed by Polish law. The Vienna Convention on International Sale of Goods shall not be applicable.
3. Any disputes arising from the performance hereof shall be settled by the Parties amicably.
4. In case the Parties hereto fail to resolve a dispute amicably within 14 days of its lodging by one of the Parties, it shall be settled by a court having jurisdiction over the ODLEWNIA's registered office.
5. The Parties agree that documents sent via fax or electronically (documentary form) shall be in force.

GENERAL TECHNICAL AND QUALITY CONDITIONS		
These conditions shall pertain to all produced and newly-launched ODLEWNIA's productions in the scope not precised by separate detailed collection conditions or not indicated in a drawing of a rough cast.		
1.	Material	<p>Casting material, verified in compliance with:</p> <p>EN 1561 Founding – grey cast iron or</p> <p>EN 1563 Founding – spheroidal graphite cast iron.</p> <p>As long as the drawing of casting or other arrangements do not state otherwise, for grades ordered based on the criterion of tensile strength - Rm (tensile strength) is measured on test ingots which are cast separately - shift sample.</p> <p>For the grades where the main property is Brinell hardness - the value of HB is measured on the castings.</p>
2.	Dimensional tolerances	Tolerances acc. to the casting drawing, not tolerated dimensions in the CT 10 class acc. to PN-ISO 8062
3.	Surface roughness	Unless agreed otherwise - max. Ra 100µm
4.	Machining allowance	According to the approved the casting drawing, minimum machining allowance is 2.5 mm
5.	Displacements	As long as the drawing of casting or other arrangements do not state otherwise, displacements at the mould division up to 1.3 mm and core displacements up to 1.0 mm are allowed.
6.	Non-dimensioned patternmaker's taper	Max 5°
7.	Non-dimensioned radii	Max R5
8.	External defects	<p>On the surface to be machined, all reflex defects maximally up to the machining allowance and convex defects up to 1.5 mm are allowed.</p> <p>On the surfaces not to be machined, all casting defects covered by the E4 class (Lmax 3.4mm, Hmax 1.7mm) acc. to VVAB STD 11-001 Gjutdefekter or specified as acceptable in MAT 2010 are allowed.</p> <p>For castings to be coated, it is allowed to repair non-machining surfaces with specialised casting putty.</p>
9.	Internal defects	<p>On the non-mating surface, defects allowed acc. to MAT 2010 or corresponding to the I4 class (Lmax 3.4 mm) acc. to VVAB STD 11-001 Gjutdefekter.</p> <p>On the mating surface, defects allowed acc. to MAT 2010 or corresponding to the I3 class (Lmax 2.4mm) acc. to VVAB STD 11-001 Gjutdefekter.</p>
10.	Grinding	<p>In compliance with arrangements with the Customer</p> <p>Unless agreed otherwise, the surface to be machined is not subject to grinding. The exception is the surface being the base for machining. The remaining surfaces may have: burrs, remains at mould division, remains after feeding system and at the place of mould and core contact - up to 1.5 mm.</p>

11.	Defects in areas produced by core	<p>As long as the drawing of casting or other arrangements do not state otherwise, in the cavities to be machined "veins" or other defects up to 2.5 mm are allowed.</p> <p>In cavities not to be machined the above-mentioned defects are allowed up to 1.0 mm</p>
12.	Corrosion protection	<p>At the Customer's request, ODLEWNIA applies corrosion protection to the castings by dipping in compliance with the arrangements with the Customer.</p>
13.	Customer's norms	<p>It is admissible to adopt the internal Customer's norms; conditions:</p> <ul style="list-style-type: none"> <li>- providing the norms at the request for quotation</li> <li>- submitting a tender with confirmation of details production according to the Customer's norms</li> </ul>
14.	Quality requirements	<ul style="list-style-type: none"> <li>- the Customer undertakes to provide, at the moment of submitting the request for quotation, the scope of tests required by him.</li> <li>- the Customer shall provide the details control plan (if he has such), which includes properties to be tested, frequency of testing and tolerances limits allowed. In case of failure to provide the control plan, ODLEWNIA shall proceed with controls and its own discretion with observance of standards and norms adopted in the company.</li> <li>- the Customer at the moment of submitting the request for quotation/ placing an order shall provide information on the required quality documentation (certificates / test results) which has to be delivered with the ready product.</li> </ul>
15.	Complaints	<ul style="list-style-type: none"> <li>- Any damages to pallets or packages used for transport of the Goods shall be reported by an authorised person on the day of collection / delivery of goods, in a written form, otherwise null and void.</li> <li>- Complaints regarding quantitative or/and qualitative shortages in goods in bulk packages has to be reported by an authorised person within the time limit not exceeding 7 days of the day of collection/delivery of goods, in a written form, with purchase documentation attached, otherwise null and void. In this report, the Buyer shall indicate quantitative discrepancies referring to the number of the order for which the delivery has been made.</li> <li>- In case the delivery is performed by a carrier, all shortages (quantitative ones) and/or damage to the goods have to be confirmed in a form of a complaint report drawn up on the day of collection / delivery of goods. In case of quantitative shortages, the report has to indicate discrepancies between the actually delivered goods and Delivery Note and a consignment note.</li> </ul> <p>Corrosion - rough details produced in ODLEWNIA do not have an original anticorrosive coating, unless such a coating is ordered by the Customer at the moment of placing the order. Therefore, any defects related to corrosion of the details have to be reported within 48 h of the delivery, otherwise null and void.</p> <p>Hidden defects - shall be recognised within 24 months of the date of delivery / reporting readiness for the goods collection from the warehouse in Kutno.</p> <p>All costs related to complaints (i.e. additional machining, re-painting, re-blasting) and other processes aiming at remedying the defects of the product shall be presented to ODLEWNIA in details and accepted by it before they are incurred.</p>

16.	Standard scope of tests	<ul style="list-style-type: none"> <li>- Analysis of chemical composition with an emission spectrometer in terms of the following elements (C; Si; Mn; P; S; Cr; Cu; Sn; Al; Ti; Mo; Ni; V; Pb; for ductile cast iron also Mg)</li> <li>- Hardness testing by the Brinell method; in acc. with PN-EN ISO 6506:2008</li> <li>- Tensile strength test in room temperature in acc. with PN-EN ISO 6892-1:2010</li> <li>- Charpy impact strength testing in temperature up to -20°C in acc. with PN-EN ISO 10045:1994</li> <li>- evaluation of cast iron manholes deflection in acc. with PN-EN ISO 124-1:2015</li> <li>- casting microstructure evaluating consisting of: <ul style="list-style-type: none"> <li>- evaluation of shape and graphite release based on ASTM A247-</li> <li>- evaluation of material matrix by comparative method based on PN-75 H-04661</li> </ul> </li> </ul>
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