



TERMS AND CONDITIONS of ArcelorMittal Construction Slovakia s.r.o.

Company ID: 35 742 470

with registered seat on Železničná 2685/51A

905 01 Senica, Slovak Republic

registered in the Business Register of the District court Bratislava I, Section Sro, Insert no. 16888/B (hereinafter referred to as "Company").

1. General provisions

- 1.1. These Terms and Conditions (hereinafter referred to as "T&C") govern the legal relations between the Company and persons who purchase goods sold or manufactured by the Company (hereinafter referred to as "Buyer").
- 1.2. These T&C become valid and effective upon confirmation of the Buyer's written order by the Company or the conclusion of a purchase contract.
- 1.3. These T&C relate to and form an integral part of a binding written order or purchase contract.
- 1.4. If no purchase contract is concluded between the Company and the Buyer, the Buyer's order confirmed by the Company is considered to be the purchase contract.

2. Order

- 2.1. Buyer's orders are considered binding only after their written confirmation by the Company.
- 2.2. The order must contain in particular the following:
 - business name (name and surname) of the Buyer,
 - registered office (permanent residence) of the Buyer,
 - subject of performance in the full, technically defined scope: type of product, number of pieces, length, agreed price per m², payment terms
 - time of performance,
 - place of delivery,
 - name, surname, and telephone contact of the person who is authorized to process the order on behalf of the Buyer.
- 2.3. The order and confirmation can be sent by e-mail, fax or post. For the avoidance of any doubt, the parties state that the exchange of e-mail or other electronic messages (without a guaranteed electronic signature) or messages sent by fax shall be also considered a written form for this purpose.
- 2.4. The Buyer is obliged to properly check the individual items specified in the contract or the confirmed order, especially the number of pieces, length, sides of painting, shades of paint, including protective varnish, individual prices and time of performance and place of delivery. The Buyer acknowledges that by concluding the contract or confirming the order by the Company, the Buyer confirms that data stated in the contract or order correspond to the requirements of the Buyer.
- 2.5. After conclusion of the contract or confirmation of the order the Buyer may change or supplement the subject of performance, the time of performance or the place of delivery, in writing. The change is binding for the Company only if it is confirmed in writing. If the Company confirms the change in writing, it is considered a change of the contract or the order. If the Company does not confirm the change, the information specified in the contract or the order shall apply. If the change causes higher costs for the Company, the Buyer is obliged to pay these costs.
- 2.6. Current technical standards and related regulations with specified tolerances apply to raw materials and the production of the subject of performance. The buyer has been informed about these, acknowledges these tolerances and takes them into account during design and installation. The exact technical specification of the subject of performance is given in the "Declaration of performance", "Declaration of conformity" and in the "Technical data sheets" of the product (available for download on the Company's website). In the event that the Buyer requests a consultation from the Company, the Company undertakes to provide consultation free of charge about the suitability of the use of the material forming the subject of performance. For the assessment of the conformity or non-conformity of the subject of performance with the prescribed technical standards, it applies that the subject of performance is assessed in the condition in which it was manufactured or delivered, not in an installed condition.
- 2.7. Pursuant to Article 1992 of the Civil Code, the Buyer is entitled to cancel a binding order or contract by paying a severance fee in the amount of 80% of the price agreed in such order or contract.



2.8. If the Buyer does not specify in writing the exact atmospheric conditions of air pollution and humidity values so that the Company can determine what type of coating protection would be appropriate and orders a coating at its discretion, which then does not suit the environment, the Company is not responsible for any related defects.

2.9. The Buyer is responsible for the compliance of the laying plan with the requirements of the Buyer.

2.10. The Buyer is responsible for the compliance of the laying plan with the required conditions even if the Company ensures or facilitates the preparation of this laying plan. The Buyer is responsible for the delivery of the correct documents which correspond with the project and is also responsible for the delivery of all necessary documents, details and sections, etc. The Buyer is obliged to check whether the laying plan prepared by the Company meets the required conditions. The Buyer undertakes to immediately notify the Company in writing of any non-compliance with the laying plan. In the event of failure by the Buyer to notify the Company about the non-compliance of the laying plan with the requirements of the Buyer, the Company is not liable for defects or damages and the Buyer is also obliged to pay all additional costs.

3. Delivery terms

3.1. The Company will deliver the subject of performance to the Buyer under the conditions specified in the order, contract and/or in the following provisions of the T&C and the Buyer undertakes to accept the subject of performance if it is complete, free of defects and meets the specifications in the order confirmation.

3.2. The Company will deliver the subject of performance at the place and time specified in the contract or order. Delivery of the subject of performance will be confirmed by the Buyer on the delivery note.

3.3. Unless otherwise agreed, delivery times commence with the conclusion of the contract or by confirmation of the order by the Company.

3.4. The transport of the delivered goods is provided by the Seller. The risk of damage to the subject of performance passes to the Buyer after acceptance of the subject of performance, or at the moment when the Buyer was obliged to provide the Company with cooperation in acceptance of the subject of performance, whichever occurs first.

3.5. Delivery of the subject of performance will usually take place on a semi-trailer truck (hereinafter referred to as the "truck"), DAP according to INCOTERMS 2010, unless otherwise agreed in the contract, or ExWorks plant of the Company according to the agreement.

3.6. If the Company is unable to deliver the subject of performance at the place of delivery because a truck entry is not available at the place of delivery, the Buyer is obliged to reimburse the Company for all costs incurred by the Company due to failure to secure the truck entry to the place of delivery.

3.7. The Buyer is obliged to unload the subject of performance from the truck within 2 hours from the arrival of the truck to the place of delivery. If the truck needs to wait for more than 2 hours after arrival at the place of delivery, the Company reserves the right to invoice the costs incurred for waiting. The truck with the subject of performance will wait a maximum period of 6 hours, calculated from the arrival at the place of delivery, for unloading of the subject of performance.

3.8. Unloading of the subject of performance from the truck is provided and carried out by the Buyer at its own expense. The Buyer is responsible for damages and losses incurred during unloading, storage and handling of the subject of performance at the place of delivery. Unloading of the subject of performance must be performed in such a way that the subject of performance is not damaged. The packaging is always fastened with lashing straps under the pallets, not directly under the subject of performance, where the subject of performance could be damaged. The Buyer acknowledges that the packages weigh up to 3.2 tons. If the Buyer fails to ensure the proper unloading of the subject of performance, the Company is not liable for defects in the subject of performance, nor for the damage caused to the Buyer.

3.9. If the Buyer fails to ensure the start of unloading of the truck or does not unload it within the period of 6 hours from the arrival of the truck at the place of delivery, the truck will leave the place of delivery. The Buyer is obliged to reimburse the Company for all related costs, including all damages and lost profits. The Company is then entitled to set a new delivery date for the Buyer, and the Buyer is obliged to pay all costs associated with it in advance.

3.10. If the Buyer fails to take over (does not unload) the subject of performance even after the Company's request, the Company is entitled to charge the Buyer a storage amount of 1% of the price of unaccepted goods for each day of delay, unless the Parties agree otherwise.



3.11. The Buyer is responsible for any damage to the subject of performance during unloading. If the Buyer damages other goods in the truck or the truck itself during the unloading of the subject of performance, the Buyer is obliged to compensate all damages, including but not limited to the transport costs (delivery) of new material, or any penalties imposed on the Company for late delivery of goods.

3.12. Profiles, especially sandwich panels, edging elements and flat sheets are in some cases provided with a protective PE foil against damage during transport and assembly. This foil must be removed as soon as possible after installation, as heat and UV radiation can cause it to adhere firmly to the coated profile. The foil then becomes difficult to remove. For the most common types of foils used, it is necessary to ensure their removal within 30 days after delivery of the products at a temperature higher than 5 °C, which lasts at least 24 hours. In case of intense sunlight and thus high temperatures and in the case of rains alternating with higher temperatures this must be done even earlier. The company is not liable for defects that have arisen as a result of non-compliance with the recommended procedure.

4. Price

4.1. The Buyer undertakes to pay the Company the price agreed in the contract or in the confirmed order.

4.2. The Buyer acknowledges that the prices specified in the Company's offer, which the Company delivered to the Buyer, are binding only if the subject of performance required by the Buyer was sufficiently specified for the price calculation.

4.3. The Company reserves the right to increase the price if the length of the profiles of the subject of performance in the subsequent specification is longer than the loading area of the truck and it is necessary to ensure oversized transport. The Buyer undertakes to pay the increased price to the Company.

4.4. The Company reserves the right to increase the price if according to the additional specification of the subject of performance, the quantity of the ordered subject of performance decreases (surcharges for sub-limit quantities) compared to the originally ordered quantity of the subject of performance or if the lengths of the subject of performance are in the surcharge category (short cuts, etc.). The Buyer undertakes to pay the increased price to the Company.

4.5. Changes in customs and/or import tariffs which occur after the conclusion of the contract or confirmation of the order are debited or credited to the Buyer. This also applies to fixed prices, in the event that the time of performance, determined during the conclusion of the contract or confirmation of the order, shifts due to the fault of the Buyer or at the request of the Buyer. The Buyer undertakes to pay the increased price to the Company.

4.6. The Buyer and the Company have agreed that receivables and payables may be set off against each other only on the basis of a mutually confirmed, written agreement.

4.7. Destruction, damage, loss of the subject of performance at the time when the risk of damage to the subject of performance passed to the Buyer, does not affect the obligation to pay the price properly and on time.

4.8. If the exchange rate of the currency in which the contract is concluded changes against the EUR by more than 2%, after the conclusion of the contract and before the date of issue of the invoice, the Company is entitled to change the already agreed price of non-invoiced goods accordingly.

5. Payment terms

5.1. Unless otherwise specified in the contract or in the confirmed order, the payment terms below apply to the fulfillment of the Buyer's financial obligations to the Company.

5.2. Advance invoices are payable according to the agreed due date. In the event of non-compliance with the due date, the Company is not obliged to deliver the subject of performance within the originally agreed term. The company will notify the Buyer of the new time of performance. The Buyer undertakes to pay the costs associated with the change of the time of performance primarily, but not limited to, the costs of storage.

5.3. Invoices are due within 30 calendar days of their issuance unless otherwise agreed.

5.4. In case of non-cash payment the price is considered paid on the day the full amount is credited to the Company's account unless specified otherwise

5.5. In case of the Buyer's delay with the payment of the price, the Company is entitled to a contractual penalty of 0.03% of the amount due for each day of delay until payment. The Company's right to damages is not affected.



5.6. If the Buyer fails to pay any payment, due including the price or part thereof, within the agreed time or if the Company finds that there are circumstances which decrease the reliability of the Buyer's payments to the Company, especially if the Buyer's account is blocked or any insolvency, bankruptcy or restructuring proceedings are launched against the Buyer, the Company is entitled not to deliver any unpaid deliveries until the moment of their payment or until the payment is sufficiently secured in an agreed manner. In this case, the Company is not in delay with the delivery of the subject of performance and the Buyer cannot apply any sanctions against the Company or withdraw from the contract or the order.

6. Reservation of title

6.1. Until the full payment of the Purchase Price of the delivered subject of performance, this subject of performance remains the exclusive property of the Company. If the subject of performance is processed or reworked, the Company acquires co-ownership of the created product in proportion to the value of its goods in relation to the value of the new product.

6.2. If the Buyer fails to pay the Purchase Price of the subject of performance properly and on time, the Company is entitled to withdraw from the Contract and take back the unpaid subject of performance, at the Buyer's expense. In order to take back the unpaid subject of performance, the Buyer shall allow the Company unlimited access to the premises or buildings where the subject of performance is stored/located, and its loading and removal. All possible costs and damages in connection with the removal of the unpaid subject of performance and its eventual dismantling shall be borne by the Buyer.

7. Warranty and defects

7.1. The Company is responsible for the defects that the subject of performance has on the day of delivery of the subject of performance to the Buyer, or which appear during the warranty period.

7.2. The Buyer is obliged to check the subject of performance after delivery and identify any obvious defects, whether it was delivered with complete accessories and with the relevant documentation. The Buyer is obliged to specify all detected, and obvious defects in the delivery notes of the subject of performance and to have these records confirmed by the carrier. These facts must be subsequently, immediately and in writing, notified to the Company, no later than 2 working days from delivery.

7.3. Unless otherwise agreed, the warranty period for the subject of performance is 24 months from the date of delivery of the subject of performance to the Buyer, exclusively for:

- corrosion of the material of the subject of performance,
- loss of stability, integrity, and quality of the coating
- non-defective material of the subject of performance.

7.4. The precondition for providing a guarantee is that

- there have been no construction and user changes to the subject of performance and the atmospheric conditions (air pollution with its corrosive aggressiveness and possible higher humidity) have remained as provided at the time of conclusion of the contract. Changes of these conditions release the Company from any liability for defects.
- the subject of performance ordered by the Buyer complies with its intended use of the subject of performance, both static and corrosion protection,
- the Buyer treats the subject of performance properly when storing the subject of performance, especially so that storage conditions do not damage the subject of performance or deteriorate its quality (tilting the package for easy drainage, covering the package to protect from dust and rain, but with control against condensation and thus damage to coatings),
- the Buyer has complied with the Company's installation recommendations.

7.5. The Company is not liable for defects if:

- the Buyer incorrectly determines the static values when ordering a suitable subject of performance. At the request of the Buyer, the Company will ensure the delivery of static values of the ordered subject of performance to the Buyer,
- are these are caused by incorrect procedure when unpacking the subject of performance, additional modifications (additional cuts, coatings, etc.) and unprofessional cleaning of the subject of performance.

7.6. The warranty does not apply to natural wear processes of the subject of performance, insignificant colour deviations (for details please see the document "Warranty conditions for surface treatments - coatings" (available from the sales representative and on the Company's website).

7.7. The Buyer acknowledges that

- strong and dark shades lose their intensity and fade sooner under the influence of UV radiation. These subsequent losses of colour shades are not covered by the warranty.
- the protective coating on the reverse side of the profile has only a protective, technological-production function, in no case aesthetic, it can show mechanical damage, as well as lighter and darker places due to it being only 4-12mic thick protective coating on the galvanized layer, and may locally or completely be missing. These defects are not covered by the warranty.



- goods delivered in metallic shades must be assembled in a position identical to the direction of rolling, rotation of the product during assembly by 180 degrees results in a visual mismatch of shades. The rolling direction is marked on metallic shades directly on the product with a self-adhesive label with an arrow symbol.

- the delivered products may have minor abrasions due to transport, which are not covered by liability for defects, if the defect is insignificant due to the nature of the product and the declared purpose of its use. At the request of the Buyer, the Company undertakes to deliver the repair paint free of charge and the Buyer will repair the individual places with a brush and the repair paint after installation. If the Buyer is interested in delivering the product without abrasions, it is necessary to state this in the order and pay extra for the protective foil over the entire visible area of the product.

- microscopic hairline scratches occurring on the product during transport, storage and assembly, even though the product is equipped with a protective foil, form grounds for a complaint only if the amount of such damage exceeds a reasonable limit considering the nature and use of the product.

7.8. The Buyer is obliged to notify the Company in writing of defects for which the Company is liable under warranty immediately after their identification, but no later than within 2 working days of their identification. In case that a product defect is discovered only during installation, it is necessary to immediately interrupt the installation, not install the defective products and contact the Company immediately. If the installation of defective products continues anyway, it is not possible to demand the exchange of goods and reimbursement of costs associated with it (disassembly of defective products and assembly of products provided by the manufacturer as a replacement, etc.).

7.9. The Company undertakes to decide on the eligibility of the Buyer's complaint no later than 30 days from the date of delivery of the notice, and the Company is entitled to extend this period to ensure a professional assessment of the defect.

7.10. In case that it will be necessary to conduct a local investigation at the place of the Buyer, the Buyer acknowledges that the precondition for a decision on the eligibility of such complaint is the provision of cooperation of the Buyer consisting primarily in allowing entry to the premises and inspection of the subject of performance.

7.11. Visual assessment of possible aesthetic/optical defects that do not affect the functionality or durability of the product is performed from a distance of 10 m and more from the subject of assessment. Such defects must not conflict with the requirements of the corresponding product type and relevant standards.

7.12. If the Buyer's complaint is justified, the Company will also determine the deadline and method of eliminating the defect at the time specified in the decision on the validity of the complaint. The Company may eliminate the defect by repair, modification, replacement..., while the choice of method is made by the Company.

7.13. If the complaint is resolved in the form of a discount on goods, the amount of the discount must be mutually accepted. In case no agreement is reached, the amount of the discount on the value of the damaged goods will be determined by an expert opinion based on the principle of proportionality.

7.14. If the complaint is resolved by replacement production, the original - claimed products remain the property of the Company and their further eventual use, return, buy-back, etc. is decided exclusively by the Company.

8. Liability for damage

8.1. The Company and the Buyer are liable for any damage they cause by violating their obligations.

8.2. The Company is obliged to compensate the Buyer for any damage caused up to a maximum of 100% of the agreed sale price of the goods. The Company is not responsible for lost profits or for any Buyer's obligations to third parties. The above does not apply in the case of damage caused to a person's natural rights, or caused intentionally or through gross negligence.

9. Final Provisions

9.1. During the term of the contract, the Buyer is obliged to immediately notify the Company of any change in the business name, registered office, bank details, as well as other information specified in the contract.

9.2. Furthermore, the Buyer is obliged to immediately notify the Company of the following facts:

- an insolvency petition or a petition for bankruptcy has been filed against the Buyer's property,
- the Buyer has decided to go into liquidation.

9.3. This contract and the relations arising from it are governed by Czech legislation. Legal relations which are not regulated by these T&C or by the contract are governed by the relevant provisions of Act No. 89/2012 Coll. of the Civil Code, as amended.

9.4. If some provisions of these T&C become completely or partially invalid or unenforceable, this shall not affect the validity or effectiveness of the other provisions. Ineffective or unenforceable provisions will be replaced by effective or enforceable provisions which represent as close as possible to the economic significance of the ineffective or unenforceable provisions.

9.5. All property disputes arising from the contract and in connection with the contract, which relate to total or partial non-payment of invoices issued by the Company to the Buyer for the accepted subject of performance, will be finally decided by the



"Arbitration court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic" pursuant to its Rules and Regulations by one arbitrator appointed by the President of the Arbitration court. All other disputes arising out of or in connection with the contract shall be finally settled by the "Arbitration court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic" in accordance with its Rules and Regulations by three arbitrators.

9.6. The contract concluded between the Company and the Buyer, as well as the rights arising from it, may not be assigned without the prior written consent of the other party.

9.7. Rights arising from the contract or its breach become statute-barred after a four-year limitation period.

9.8. The contract contains a complete agreement on the subject of the contract and all the requisites that the parties had and wanted to agree to in the contract, and which they consider important for the binding nature of this contract. No statement made by the parties during the negotiation of this contract or any statement made after the conclusion of this contract shall be construed in a manner inconsistent with the express provisions of this contract and shall not create any obligation on the part of either party.

9.9. The Buyer assumes the risk of a change of circumstances pursuant to Article 1765 paragraph 2 of the Civil Code.

9.10. The parties have agreed that, in addition to the cases provided for in Article 2913 (2) of the Civil Code, the party causing damage shall also be released from the obligation to compensate in cases of extraordinary, unpredictable and insurmountable obstacles created regardless of the will of that party at a time when the party causing damage was in arrears with the performance of the agreed obligations, but only from the moment of the occurrence of such an obstacle.

9.11. If any of the provisions of this contract proves to be null and void, the impact of this defect on the other provisions of the contract shall be assessed similarly in accordance with Article 576 of the Civil Code.

9.12. The Parties exclude the application of the provisions of Article 1799 and Article 1800 and Article 1805 par. 2 of the Civil Code to this contract.

9.13. Application of any terms and conditions of the Buyer is excluded.

9.14. In case of a material breach of contract by one of the parties, the other party may withdraw from the contract within 60 days of the other party becoming aware of the breach of contract.

9.15. In case that the production, processing or delivery of the goods or any part thereof is directly hindered or restricted directly or indirectly by circumstances beyond the Company's control, such as, among others: war (declared or undeclared), threat of war, riots, civil insurrection, sabotage, fire, storm, traffic difficulties caused by ice or other obstacles in the port, explosion, natural disaster, laws, government regulations or ordinances, decisions or directives of the European Commission, strike, lockout or other agreed action of employees, lack of raw materials, fuels, transport or energy supply, partial or complete failure of the manufacturing plant or machinery, delays on the part of the subcontractor, damage or loss during transport or storage, prohibition of export or import, or any other cause beyond the feasible control of the Seller or cooperating companies involved into the production process or delivery of goods, the delivery date of the goods will be extended by the delay time caused by any intervention or event of force majeure.

If the delivery of the goods is likely to be delayed due to reasons, causes or events mentioned in the previous paragraph, and if the delay is likely to last for such time that the Buyer will need to obtain replacement goods from a source other than the Company, and if the Buyer proves in a satisfactory way to the Company that the extension of the delivery date would seriously affect the functioning of the Buyer due to lack of goods, the Company may, at the Buyer's request, agree to cancel the delivery. Neither party shall be liable to the other party for damages due to delay or non-performance of the Contract caused by the factors or events referred to in the first paragraph of this point.

9.16. These Terms&Conditions, the Complaints Procedure, the Warranty Conditions for coatings, instructions and technical documentation are also freely available on the Company's website.