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   c. The Recipient shall notify the Supplier of the need to provide additional protection for the Product during transport or of any other requirements regarding the transport of the Product no later than at the time of placing the order.
   d. Before confirming receipt of the Product on the waybill, the Recipient is required to inspect the Product in a manner customary for products of this type, in particular to check whether the Product (if unpackaged) or the packaging (if the Product is packaged) shows any signs of mechanical damage that could have occurred during transport. If the Recipient determines that the Product was lost or damaged during transport, the Recipient is obligated to take all necessary steps to establish the Carrier's liability and to note their objections in the document referred to in paragraph 5 above, failing which the Product will be deemed to have been accepted without objection.
   e. The Recipient is responsible for ensuring a safe unloading area for the Product, as well as for the unloading itself, and shall bear the associated costs.
8. The Recipient's employee who accepts the Product from the Supplier is the Recipient's representative, authorized to make and receive statements on behalf of the Recipient regarding the performance of the Agreement. In the event that a Recipient's employee refuses to make or accept a declaration of intent, a report shall be drawn up and signed by a Supplier's employee, and the circumstances or findings stated in the report shall be binding on the Recipient.
9. The Recipient shall bear all costs incurred by the Supplier as a result of an unjustified refusal to accept the Product, including costs of storage, return shipping, insurance, etc.

IV. PRICE

1. The contractually agreed Product prices, including those specified in the price list attached to the Agreement or in the Supplier's catalog, are net prices and will be subject to value-added tax in accordance with applicable regulations.
2. If the net price is specified in EUR and payment is to be made in PLN, the net price in EUR will be converted to PLN at the selling exchange rate of the National Bank of Poland as of the date of issuance of the relevant VAT invoice, unless the Parties agree otherwise. The price converted in accordance with the provisions of the preceding sentence shall then be increased by the applicable VAT rate as of the date of issuance of the relevant VAT invoice.
3. If the net price is specified in EUR and payment is also to be made in EUR, the net price in EUR
4. R shall be increased by the applicable VAT rate expressed in EUR, which shall be converted to PLN at the average exchange rate of the National Bank of Poland on the business day preceding the issuance of the relevant VAT invoice.
5. The Recipient shall pay the Supplier the price for the Product based on a VAT invoice or other accounting document (e.g., a pro forma invoice) properly issued by the Supplier, i.e., in accordance with the applicable provisions of the VAT Act and the implementing regulations governing the use of the National e-Invoice System (KSeF), within the time limit specified therein.
6. If, between the date of conclusion of the Agreement and the date of delivery of the Product, the production costs of the Product increase—in particular as a result of:
   a. an increase in the prices of raw materials, semi-finished products, or components used in the production of the Product, or
   b. an increase in the costs of transportation or labor, or
   c. changes in legal regulations, particularly tax regulations, changes in exchange rates, or
   d. an increase in other costs that have a direct or
   e. indirect impact on production costs, or the occurrence of Force Majeure.
7. The Supplier reserves the right to adjust the price of the Product accordingly, but only to the extent of the increase in the aforementioned cost factors. In the situation described above, an amendment to the Agreement regarding the Product price shall take effect upon notification to the Customer of the change to the price agreed upon in the Agreement. Such notification shall be provided at least in electronic form and shall be effective upon delivery to the Customer. Upon the Customer's request, the Supplier is obligated to justify the price change.
8. If the Parties have agreed that Product prices will be determined based on the price list attached to the Agreement, the Supplier shall be entitled to revise the prices set forth in the price list in connection with changes in steel prices every quarter of the Agreement's term for which the price list was prepared (if the Parties have stipulated that the prices listed in the price list shall remain unchanged for a certain period, the Supplier's right to revise prices quarterly shall commence upon the expiration of the period during which the Parties stipulated that prices would remain unchanged) . Price adjustments will be made in accordance with the MEPS index, but only if the steel price index has changed by more than ±3% compared to the level in effect at the time of the last price list update. The Supplier will submit a proposal for updated prices no later than five (5) days before each scheduled effective date of the updated prices. The right to a quarterly price adjustment and the contractual provision regarding the fixed nature of the prices listed in the price list do not preclude the right described in paragraph 5 above.
9. In the cases described in paragraphs 5 and 6 above, the Supplier shall issue a corrective invoice to the Customer documenting the price change.
10. The Customer shall pay the price by bank transfer to the Supplier's bank account specified on each VAT invoice. Payment of the price shall be deemed made on the date the payment is credited to the Supplier's bank account.
11. If a payment deadline is specified that is calculated from the date of delivery of the invoice, the Parties mutually agree that this deadline shall be calculated in accordance with the rules governing the use of KSeF. This means that, in cases provided for by law, the decisive date from which the payment deadline will be calculated is the date of acceptance of the structured invoice (e-invoice) in the KSeF and the assignment of a unique invoice identification number in the National e-Invoice System (the so-called KSeF ID number). The transmission of the relevant e-invoice visualization will be irrelevant, subject to the obligation to use the appropriate visualization and to use the offline mode for reasons attributable to the Ministry of Finance and the KSeF system itself. Only in such a case will the payment deadline be calculated from the date of actual delivery of the relevant image to the Client, unless, prior to the date of delivery of the relevant image (offline), the invoice has already been sent to KSeF and the system has assigned it a unique invoice identification number in the National e-Invoice System (the so-called KSeF ID). In that case, the date the KSeF ID was assigned—as the date of the event that occurred first—will be decisive for calculating the payment deadline.
12. If:
   a. the place of supply is the territory of a Member State other than the territory of the country or the territory of a third country, or
   b. the purchaser is an entity that does not have a registered office or a fixed place of business within the country, or
   c. the purchaser is an entity that does not have a registered office in the country but has a fixed place of business in the country, provided that this fixed place of business is not involved in the purchase of the goods or services for which the invoice was issued, or
   d. the purchaser is a taxpayer availing itself of the exemption referred to in Article 113a(1) of the VAT Act, or
   e. the purchaser is an entity that does not use a number by which it is identified for tax purposes, nor a tax identification number, other than the purchasers referred to in points a–c and f, or
   f. the purchaser is a natural person not engaged in business activity, the structured invoice (e-invoice) is made available to the purchaser in a manner agreed upon with the purchaser.
13. The Recipient authorizes the Supplier to issue VAT invoices without the Recipient's signature.
14. In the event that documents or information are used and exchanged between the Parties, on the basis of which the Supplier will be entitled to issue an invoice, the Parties undertake to exchange and accept such documents or information in a timely manner to enable the invoice to be issued within the deadline required by the provisions of the VAT Act. If, due to a delay in the exchange and acceptance of documents or information necessary to issue an invoice, the Supplier fails to meet the statutory deadlines for issuing the invoice or submitting it to KSeF, and such delay is attributable to the Customer, the Supplier shall be entitled to charge the Recipient for all costs incurred in connection with such failures, which in particular applies to financial penalties threatened against the Supplier in connection with violations concerning the National e-Invoice System, as provided for by the VAT Act, as well as the costs of proceedings regarding the imposition of a penalty (in particular, legal fees and necessary stamp duties and administrative fees).
15. The Recipient bears full responsibility for providing, in the Agreement or in an order placed pursuant thereto, correct identification data, including, in particular, the appropriate email address for receiving electronic invoices and the appropriate visual representations of-invoices, as well as a correct and valid tax identification number (NIP) or value-added tax (VAT) identification number, or the value-added tax identification number applicable in the country where the Recipient is headquartered. In the event of an error or the provision of incorrect data, particularly regarding the aforementioned identification number, the issuance of a valid invoice by the Supplier and a corrective invoice is conditional upon the provision of correct data and the amendment of the Agreement or the order placed pursuant to it. If, as a result of such an error, the Supplier were to be subject to financial penalties related to violations of the National e-Invoice System, as provided for by the VAT Act—in particular, if the Supplier failed to issue an invoice or issued an invoice in violation of the applicable deadlines for its issuance or submission to the KSeF— the costs of financial penalties related to violations concerning the National e-Invoice System, as provided for by the VAT Act, as well as the costs of proceedings regarding the imposition of such penalties (in particular, legal fees and necessary stamp duties and administrative fees) shall be borne by the Recipient.
16. The Supplier may make delivery of the Product contingent upon the Recipient's payment of a prepayment, advance payment, or provision of other security, and shall not be liable for any delay in delivering the Product if the Recipient fails to provide appropriate security.
17. In the event of failure to pay the price on time, the Supplier is entitled to charge statutory interest for each day of delay in payment, to demand prepayment for an order already accepted for fulfillment, and to suspend the fulfillment of the next order. Notwithstanding the foregoing, the Recipient shall reimburse the Supplier for documented debt collection costs.
18. The Supplier reserves the right of ownership of the Product until the Customer has paid the full price.
19. Filing a complaint does not relieve the Customer of the obligation to pay the price for the Product on time.
20. The Buyer may not set off any claims against the Supplier against the Supplier's claims against the Buyer.

V. DOCUMENTATION AND INTELLECTUAL PROPERTY RIGHTS

1. The Recipient acknowledges that the design and technical documentation, all data, drawings, models, designs, projects, specifications, and know-how used by the Supplier in the performance of the Agreement are the property of the Supplier. The Supplier does not transfer to the Recipient any rights or benefits arising from the Supplier's intellectual property rights. The Recipient shall not, during the term of the Agreement or at any time after its termination, use or authorize the use of any designs, drawings, or specifications or other Intellectual Property Rights of the Supplier. A violation of the above prohibition shall result in the obligation to pay the Supplier a contractual penalty of 100,000.00 EUR for each violation.
2. If the Supplier performs the subject matter of the Agreement in accordance with data, drawings, models, designs, or other guidelines provided by the Customer, the Customer shall bear full responsibility for any resulting consequences and, in particular, warrants to the Supplier that the performance and delivery of the subject matter of the Agreement will not infringe upon the protective rights of third parties, in particular those arising from intellectual property rights. The Supplier is under no obligation to the Customer to verify whether the Supplier's performance of the Contract based on data, drawings, designs, or other guidelines provided by the Customer will infringe upon the proprietary rights of third parties.
3. If a third party asserts a claim against the Supplier arising from its proprietary rights—in particular, a claim for cessation of infringement—resulting in the necessity to cease performance or preventing the shipment of the subject matter of the Agreement produced on the basis of the data referred to above, the Supplier, without any obligation to assess the validity of such a claim, shall have the right to terminate the Agreement with the Recipient without any liability toward the Recipient. Any costs already incurred as a result of the performance of the Agreement shall be reimbursed to the Supplier by the Recipient. In any of the cases referred to above, the Recipient agrees to indemnify the Supplier against claims by third parties (indemnification) and to compensate the Supplier for any damages incurred as a result.

VI. SUPPLIER'S LIABILITY

1. The Supplier's total liability for non-performance or improper performance of the Agreement, as well as its tort liability, with respect to any and all events, is limited to 100% of the net value of the Product whose delivery gave rise to the damage.
2. The Supplier is liable only for actual damages, excluding lost profits and consequential damages.
3. The Supplier shall not be liable for defects in the Product resulting from the Product's manufacture in accordance with documentation provided by the Recipient or from changes made by the Recipient to the Supplier's documentation or from the Recipient's further specification of such documentation.
4. In the event of a delay by the Recipient in accepting the Product, the Supplier shall be entitled to a contractual penalty of 0.1% of the total net value of the unaccepted Product for each day of delay. In the situation described in the preceding sentence, the Supplier may charge the Recipient for additional costs incurred in connection with the delay in accepting the Product, in particular additional costs of transporting and storing the Product. If the Recipient's delay in accepting the Product exceeds 3 days, the Supplier shall be entitled to withdraw from the unfulfilled portion of the Agreement. In the event of withdrawal from the order as specified in the preceding paragraphs, the Supplier shall charge the Recipient a contractual penalty, calculated from the date the delay began until the date of delivery of the notice of withdrawal, as well as a contractual penalty for withdrawal from the performance of the relevant part of the order in the amount of 10% of the total net value of the unfulfilled part of the Agreement.

VII. FORCE MAJEURE

1. The Supplier shall not be liable, nor shall it be deemed to be acting in violation of the provisions of these General Terms and Conditions or any other contractual provisions binding on the Parties, for any delay in the performance or non-performance of its obligations, if such delay or non-performance was caused by reasons beyond the Supplier's control (including, but not limited to, actions by public authorities, war, riots, fire, explosion, flood, extreme weather conditions, laws governing import or export, imposed embargoes, strikes, labor disputes, or the inability to receive or a delay in receiving deliveries of raw materials, semi-finished products, or components used in the production of the Product or the performance of work).
2. The Supplier may then, at its discretion, delay performance of the Agreement or withdraw from the Agreement in whole or in part without incurring additional costs in this regard and shall not be liable for damages caused by non-performance of the Agreement, of which it shall immediately notify the Recipient.
3. In the event of changes in economic, commercial, financial, or political conditions that the parties could not have foreseen at the time the Agreement was concluded and that result in a significant disruption of the contractual balance, the Parties undertake to immediately renegotiate the terms of the Agreement in order to restore the contractual balance.

VIII. WARRANTY

1. The Supplier warrants that the Product complies with the technical specifications agreed upon by the Parties in the Agreement. The Supplier shall not be liable for the suitability of the Product for any purpose other than that expressly agreed upon by the Parties in the approved Product specification.
2. The Supplier shall be liable to the Recipient under the warranty in accordance with the terms set forth in the Warranty Card provided to the Recipient no later than at the time of delivery of the Product.
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