

**GENERAL TERMS AND CONDITIONS FOR THE REMELTING, CONVERSION
AND SALE OF BILLETS**

§ 1. Definitions.

In this document, the following definitions apply to capitalised terms:

- 1) **Extral** – EXTRAL sp. z o.o. with its registered office in Żory (Poland) at ul. Wygoda 2, 44-240 Żory, entered in the register of entrepreneurs by Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego, under the number KRS 0000294931, REGON 141217747, NIP 5342375148, BDO 000016575;
- 2) **Trade Credit** – the upper limit of remuneration for the provision of the Service and the price for the sale of the BILLETS payable by the Client after the performance of the Service or after the delivery of the BILLETS, as an exception to the rule that the remuneration and price shall be paid in advance, as determined by Extral;
- 3) **GTC** – this document, i.e. General Terms and Conditions for the Remelting and Sale of BILLETS;
- 4) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 5) **Party** – Extral or the Client;
- 6) **Parties** – Extral and the Client;
- 7) **Agreement** – framework agreement for the provision of the Service and sale of BILLETS concluded between Extral and the Client, of which the GTC are an integral part;
- 8) **Service** – service of melting the Scrap Metal delivered by the Client;
- 9) **BILLETS** – aluminium BILLETS constituting the result of the provision of the Service or being the subject of sale;
- 10) **Client** – the entity that has entered into the Agreement with Extral;
- 11) **Order** – an executive agreement to the Agreement agreed upon by the Parties, constituting the basis for the provision of the Service or sale of BILLETS;
- 12) **Scrap Metal** – aluminium scrap, regardless of whether it is classified as waste or raw material.

§ 2. General provisions.

1. The purpose of the GTC is to define the rights and obligations of the Parties related to the provision of the Service and the sale of BILLETS by Extral to the Client, as well as the rules for placing and executing individual Orders for the provision of the Service or the sale of BILLETS. The GTC constitute an integral part of the Agreement. The appendices indicated in the GTC constitute an integral part of the GTC. In the event of any conflict between the provisions of the GTC and the provisions of the Agreement, the provisions of the Agreement shall prevail. In the event of any conflict between the provisions of the GTC and the provisions of the appendices to the GTC, the provisions of the GTC shall prevail.

2. Extral is entitled to unilaterally amend the GTC – Extral shall notify the Client of any amendments to the GTC at least 30 days in advance, during which time the Client may object to the amendments to the GTC. In the event of the Client's objection to the amendment of the GTC, the Agreement shall be terminated upon the entry into force of the new GTC.
3. The changes indicated in clause 2 above do not affect previously agreed Orders.

§ 3. Scrap Metal delivery.

1. The Client may deliver to Extral Scrap Metal of the type and with the physical and chemical parameters specified in Appendix 1 – (Instruction IP-H-21: Guidelines for the supply of aluminium scrap for the remelting process) to the GTC.. Deliveries of Scrap Metal shall be made in accordance with the detailed procedure specified in Appendix 1 to the GTC. In the event of a breach of the procedure specified in Appendix 1 to the GTC, Extral shall refuse to accept the Scrap Metal and shall immediately notify the Client thereof.
2. In the case of delivery of different aluminium alloys, the Client shall ensure that they are not mixed during transport and shall clearly mark the individual alloys.
3. Samples will be taken from the Scrap Metal provided by the Client and then checked for compliance with the agreed physical and chemical parameters. In the event of non-compliance, Extral will refuse to accept the Scrap Metal and immediately notify the Client of the non-compliance.
4. The handing over of the Scrap Metal, in the case of the Scrap Metal classified as waste, shall be documented in accordance with the applicable waste management regulations. The handing over of the Scrap Metal, in the case of the Scrap Metal not classified as waste, shall be confirmed to the Client in writing.
5. The weight of the Scrap Metal delivered shall be determined based on the weight indicated at the place of delivery and confirmed by the signatures of an Extral employee and the carrier's driver. The Client authorises the carrier's driver to sign weight documents on its behalf.
6. In the event of moisture in the Scrap Metal or the presence of snow on the Scrap Metal, the actual quantity of the Scrap Metal shall be determined after deducting the quantity of contamination found. Each instance of contamination must be documented with photographic evidence.

§ 4. Storage of aluminium scrap.

1. The Scrap Metal delivered shall be stored by Extral combined with the Scrap Metal delivered to Extral by other entities and its own Scrap, and shall be irreversibly mixed with it. Extral stores the Scrap Metal only in separate alloys and keeps current records of the weight of scrap received, used and discharged in such a way that it is possible to determine what weight of Scrap Metal belongs to Extral and to entities using its services (Scrap balance). The current balance shall be determined by deducting the weight of Scrap Metal used by Extral from the weight of Scrap Metal delivered by the Client.
2. The Scrap Metal shall be stored for the duration of the Agreement. During the storage period, the Scrap Metal shall remain the property of the Client and may be used by Extral solely for the purpose of fulfilling orders placed by the Client. However, the Client shall be entitled to authorise another entity in writing to use its Scrap Metal– in such a case, all settlements for such use shall be made directly between the Client and another entity

which engages Extral to perform the melting service, and the consumption of Scrap Metal by such entity shall be included in the Client's Scrap balance. The above means that Extral shall not be obliged to return the given weight of Scrap Metal to the original Client when it uses this weight of Scrap Metal for the benefit of another entity, with the consent of that Client.

3. The Client shall be obliged to collect any unused Scrap Metal from Extral within 30 business days of the date of termination of the Agreement. Extral may demand that the Scrap Metal is collected within 30 business days of the date of such demand if this is objectively justified by important reasons.
4. If the Client fails to comply with the deadline specified in clause 3, Extral shall request the Client to collect the Scrap Metal within an additional 7-day period in a documentary form. Failure to collect the Scrap Metal within this additional period shall be deemed a forfeiture of the Scrap Metal with the intention of giving up its ownership. In such a case, Extral may, at its sole discretion:
 - 1) take independent possession of the Scrap Metal with the intention of acquiring ownership of it – this is done by reassigning the Scrap Metal from the Client's balance to Extral's balance, with concurrent notification of the takeover of the Scrap Metal sent to the Client in writing; OR
 - 2) commission a third party to collect and dispose of the Scrap Metal forfeited by the Client, at the Client's expense and risk, while notifying the Client thereof concurrently in a documentary form.
5. Any reservations regarding the weight or quality of the Scrap Metal discharged may be reported to Extral no later than on the day of the discharge of the Scrap Metal to the Client. The Parties agree that due to the irreversible mixing of the Client's Scrap Metal with the Scrap Metal of other entities, Extral's obligation to deliver the Scrap Metal shall be limited to delivering the weight of unused Scrap Metal in accordance with the current Scrap Metal balance. The physical and chemical parameters of the issued Scrap Metal shall correspond to the physicochemical parameters required for the Scrap Metal at the time of its delivery, as specified in Appendix 1 – (Instruction IP-H-21: Guidelines for the supply of aluminium scrap for the remelting process). Therefore, compliance with the parameters indicated in this appendix shall be decisive, rather than the actual parameters of the delivered Scrap Metal. For example, if Appendix 1 provides for contamination of the Scrap Metal with other metals at a level not exceeding 10%, the issued Scrap Metal will likewise be contaminated with other metals at a level not exceeding 10% – the actual level of contamination, as long as it falls within this limit, and the specific types of contaminating metals, shall be irrelevant..
6. The Scrap Metal balance is kept up to date by Extral and confirmed with the Client:
 - 1) by electronic means at the end of each calendar month, except for the end of the calendar year – the Client may raise objections within 5 business days of receipt or else lose the right to question the balance,
 - 2) in a written form – at the end of each calendar year – the Client may raise objections within 20 business days of receipt or else lose the right to question the balance.

§ 5. Orders for the Service or for BILLETS.

1. The Service and sale of BILLETS shall be performed on the basis of Orders. Orders shall be placed in accordance with the following procedure:

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- 1) if the Client requires aluminium BILLETS, it shall submit an Order to Extral by submitting a request with indication of the quantity of BILLETS (in metric tonnes), the type of alloy, diameter, length and the expected date of their delivery and whether the BILLETS are to be delivered as part of the Service or as part of a sale,
 - 2) Extral may, within a further 2 business days, either accept the Order for execution or propose appropriate amendments thereto,
 - 3) Extral's proposed changes may be accepted by the Client within a further 2 business days,
 - 4) The Order shall become binding upon Extral's acceptance of the Order for execution (sub-clause 2) or the Client's acceptance of changes to the Order (sub-clause 3), whereby a lack of response shall be deemed a refusal to accept the Order for execution or a refusal to accept changes to the Order.
2. The Service shall only be provided on the Scrap Metal indicated in the Client's Scrap Metal balance. In the event that the weight of Scrap Metal in the balance falls below 50% of the Client's declared monthly demand - Extral shall immediately notify the Client thereof. In the event that the weight of Scrap Metal necessary for the full performance of the Service Order is not available - the Service Order shall be performed only in part, of which Extral shall immediately notify the Client. At the same time, Extral may offer to execute the remaining part of the Order in the form of sale of BILLETS.
3. The result of the Service will be the creation of BILLETS with parameters in accordance with Appendix 2 – (FP-H-100 Technical data sheet for BILLETS Alloy) to the GTC. The Parties agree that the efficiency of Extral's production processes, understood as the ratio of the weight of the obtained BILLETS to the weight of the Scrap Metal used, is 98%, whereby Extral undertakes that the Services will maintain a level of efficiency not lower than the above-mentioned. In the event of the sale of BILLETS, Extral shall ensure that the BILLETS that are sold shall have parameters in accordance with Appendix 2 - (FP-H-100 Technical data sheet for BILLETS Alloy) to the GTC.
4. Extral provides the Client with a quality warranty for the BILLETS on the terms and conditions indicated in § 6 of the GTC - regardless of whether they were supplied as part of the Service or as part of a sale. The Client's rights indicated in § 6 of the GTC shall exclusively cover all claims of the Client related to the defects of the BILLETS (meaning that no other claims are available to the Client), with the exception of Extral's liability for damage caused intentionally. The Client is obliged to report defects in the BILLETS within the time limits indicated in § 6 of the GTC or else lose the rights resulting from the quality warranty.
5. The BILLETS shall be collected by the Client within the time limit agreed in the Order in accordance with the FCA rule from Extral's plant in Rybnik: ul. Ekonomiczna 1 (INCOTERMS 2020) – loading shall be done by Extral.
6. In the event of a delay in collecting the BILLETS - the Client shall pay Extral for the storage of the BILLETS in accordance with the rates indicated in the Agreement. In the event of a delay in excess of 30 days, Extral shall call upon the Client to collect the BILLETS within an additional 7 days in documentary form. In the case of BILLETS provided as part of the Service - failure to collect the BILLETS within this additional period shall be deemed a forfeiture of the BILLETS with the intention of giving up their ownership. In this case, Extral may take independent possession of the BILLETS with the intention of acquiring ownership of them - this shall be done via a notice of taking over of the BILLETS submitted to the

Client in documentary form. In the case of BILLETS provided as part of a sale - failure to collect the BILLETS within this additional period shall entitle Extral to submit a notice of withdrawal from the Order to the Client within the next 30 days.

7. Forfeiture of the BILLETS or withdrawal by Extral from the Order shall not relieve the Client from the obligation to pay for the storage of the BILLETS prior to their forfeiture or withdrawal by Extral from the Order.
8. If one Order involves both the Service and the sale of BILLETS - the part concerning the Service and the part concerning the sale of BILLETS shall be treated separately and the provisions of the GTC concerning the Service and the provisions of the GTC concerning the sale of BILLETS shall apply to them in relevant part.

§ 6. Quality warranty for the BILLETS.

1. Extral warrants only that the BILLETS will have physical and chemical parameters consistent with Appendix 2 - (FP-H-100 Technical data sheet for BILLETS Alloy ...) to the GTC on the day of collection by the Client.
2. The BILLETS should be inspected by the Client immediately upon collection.
3. If all of the following conditions are met:
 - 1) the Client notifies Extral of any visible defects or shortages of the BILLETS at the latest upon collection, or notifies Extral of any hidden defects of the BILLETS immediately upon their discovery, but no later than within 6 months from the date of collection,
 - 2) the Client allows Extral to fully examine the BILLETS and, at Extral's request, returns the BILLETS at Extral's expense in order to confirm the existence of defects, then Extral shall, at its sole discretion, repair or replace the defective BILLETS or refund the remuneration for the provision of Services or refund the purchase price of the BILLETS in proportion to the number of defective BILLETS in the relevant Order.
4. The rights specified in this paragraph shall not apply if:
 - 1) the Client used the BILLETS or otherwise tampered with the BILLETS before allowing Extral to examine them to verify the presence of defects,
 - 2) non-compliance with Appendix 2 - (FP-H-100 Technical data sheet for BILLETS Alloy ...) to the GTC arises from Extral's adherence to any instructions provided by the Client,
 - 3) the defect results from normal wear and tear of the Ignots, wilful damage, negligence or improper storage or use,
 - 4) deviations from Appendix 2 - (FP-H-100 Technical data sheet for BILLETS Alloy) to the GTC were necessary to ensure compliance of the BILLETS with applicable statutory or regulatory requirements.
5. Reporting defects in the BILLETS does not release the Client from the obligation to pay Extral's remuneration for the Services and the price for the sale of the BILLETS on time.
6. The provisions of Article 581 § 1 and § 2 of the Civil Code do not apply to this warranty.

§ 7. Remuneration or price.

1. Extral shall be entitled to remuneration for the provision of Services and to the price for the sale of BILLETS, as determined in accordance with the Agreement. Unless otherwise specified, all amounts indicated in the Agreement are net amounts and shall be increased by VAT in accordance with applicable regulations.
2. Payment of remuneration and the price shall be made in advance, whereby Extral may, in its sole discretion, grant a Trade Credit to the Client, of which it shall inform the Client in

documentary form. Trade Credit specifies the value of Orders that may be fulfilled without an advance payment. Orders causing Extral's claims for payment (regardless of their due date) to exceed the Trade Credit shall not be fulfilled without an advance payment of the amount exceeding the Trade Credit and as long as such excess occurs. Each payment made to Extral shall result in a corresponding reduction of the level of utilisation of the Trade Credit. Both the granting and revocation of the Trade Credit shall be at the sole discretion of Extral, of which Extral shall each time inform the Client in a documentary form.

3. Extral's claims under the Agreement may be insured. In the event of a downgrade of the Client's credit rating by the insurer, Extral shall be authorised to declare all claims under the Agreement immediately due and payable via a unilateral notice given to the Client.
4. The Client is not allowed to set off its claims against Extral's claims arising from the Agreement. The Client is not allowed to transfer its rights and claims arising from the Agreement to any other entity without the prior written (under pain of nullity) consent of Extral.
5. Payment of the Extral remuneration for the Services and the price for the sale of the BILLETS shall be made on the basis of a correctly issued VAT invoice or, in the case of an advance payment, a pro forma invoice. Unless otherwise specified in the Agreement, VAT invoices shall be payable within 14 days of its issue. If the amount indicated in the pro forma invoice is not paid within 90 days of its issue, the Order shall be deemed not to have been placed. The Client authorises Extral to issue VAT invoices and corrections thereto, as well as pro forma invoices without signature, and may also authorise Extral to send them in electronic form to the e-mail address specified in the Agreement.
6. In the event of late payment, Extral shall be entitled to charge the maximum interest permitted by law.

§ 8. Liability.

1. Extral's liability associated with the performance of the Agreement and individual Orders, regardless of the legal basis for such liability, shall only cover losses actually incurred by the Client and shall be limited to the lower of the following amounts:
 - 1) the amount of remuneration for the Service paid by the Client to Extral for one smelting (max. 50 metric tonnes) to which the claim relates;
 - 2) the price paid by the Client to Extral under the relevant Order (but no more than the price of 50 metric tonnes of BILLETS) to which the claim relates;
 - 3) in the event of a breach of the Agreement or an individual Order involving failure to deliver the BILLETS, Extral's liability shall be limited to PLN 500 for each metric tonne of BILLETS not delivered;
2. Regardless of clause 1, Extral's liability associated with the performance of the Agreement and individual Orders, regardless of the legal basis for such liability, for damages resulting from the interruption of production or contractual penalties imposed on the Client by its own clients is excluded.
3. The Parties shall not be liable for non-performance or improper performance of the Agreement and individual Orders in the scope of non-monetary performances if this is caused by circumstances constituting force majeure as defined in the following sentence. The Parties understand the following circumstances to constitute force majeure: failure to perform or improper performance of obligations by Extral's subcontractors or suppliers, natural forces, a state of emergency, martial law, new legislation or administrative

decisions, international sanctions, as well as extraordinary, sudden and external events preventing a Party from properly performing the Agreement, beyond its control – including a state of epidemic threat and a state of epidemic.

4. The Parties shall notify each other of the occurrence and end of force majeure immediately, but no later than within 10 business days from the date of occurrence or end of force majeure, respectively.
5. If circumstances constituting force majeure prevent the proper performance of the Agreement and individual Orders for a period longer than 6 months, either Party may terminate the Agreement with immediate effect and withdraw from Orders that have not yet been performed. A notice of withdrawal from the Orders shall be submitted either together with the notice of termination of the Agreement or within 30 days of such termination.
6. The provisions of this paragraph shall not exclude or limit the liability of the Parties for damage caused intentionally.

§ 9. Contact persons.

1. The Parties appoint the persons specified in the Agreement to be responsible for ongoing contact.
2. The persons referred to in clause 1 shall have the right to represent their Party in ongoing matters related to the performance of the Agreement – to clarify, these persons shall not be authorised to amend, supplement, terminate or withdraw from the Agreement, or to change contact persons. For the avoidance of doubt, the Parties confirm that these persons are authorised to settle Orders and the Scrap Metal balance.
3. All communication between the Parties on ongoing matters related to the performance of the Agreement may be made in a written form or in a documentary form (e.g. e-mail, SMS), unless the Agreement or legal regulations require a different form for a given notice.
4. A change of the persons referred to in clause 1 shall not constitute an amendment to the Agreement and shall only require effective notification to the other Party.

§ 10. Personal data.

1. The Parties declare that they have the status of separate data controllers within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as: 'GDPR').
2. Each Party confirms that the other Party will process personal data provided by the Parties at any time (i.e. before, during or after the expiry of the Agreement).
3. The Parties shall follow all rules arising from the provisions of the GDPR, in particular with regard to the proper protection of personal data against unauthorised access, destruction, damage or loss, and comply with the information obligation as set out in Article 14 of the GDPR towards the persons whose data they will receive. The Parties mutually undertake to communicate the clauses to their representatives, contact persons and employees carrying out duties under the contract.
4. Extral information clause is available at:
[https://extral.com/uploads/documents/pl_PL/111/RC01%20Za%C5%82%C4%85cznik%201.pdf].

§ 11. Term and termination.

1. The Agreement is concluded for the period specified in the Agreement.
2. Each Party may terminate the Agreement with 3 months' notice without giving any reason.
3. If one of the Parties breaches its material obligations under the Agreement, the other Party may call upon it to cease the breach and remedy its effects within an additional period (at least 5 business days), and upon its expiry – terminate the Agreement with immediate effect. In the event of a breach of the Agreement resulting in a threat to the safety of Extral's plant (e.g. placing hazardous substances and/or items in the Scrap Metal that pose a threat to the operation of the plant), prior notice and setting an additional period for ceasing the breaches and remedying their effects is not required.
4. If one of the Parties breaches its material obligations under the Agreement, the other Party may call upon it to cease the breach and remedy its effects within an additional period (at least 5 business days), and upon its expiry – withdraw from a given or all Orders that have not yet been fulfilled. In the event of a breach of the Agreement resulting in a threat to the safety of Extral's plant (e.g. placing hazardous substances and/or items in the Scrap Metal that pose a threat to the operation of the plant), prior notice and setting an additional period for ceasing the breaches and remedying their effects is not required. The notice of withdrawal may be submitted within 30 days of the expiry of the additional period or of the unveiling of a breach of the Agreement resulting in a threat to the safety of the Extral's plant.
5. Termination of the Agreement shall not affect previously agreed Orders.
6. The provisions of this paragraph shall not exclude or limit the right to terminate the Agreement granted to a Party under other provisions of the Agreement or generally applicable law.

§ 12. Final provisions.

1. If any provision of the Agreement is found to be invalid, void or unenforceable, the Parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that is as close as possible to the economic purpose of the invalid, void or unenforceable provision.
2. In matters not covered by the Agreement, the generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to cooperation under the Agreement and individual Orders. The Agreement has been drawn up and shall be interpreted in accordance with Polish law.
3. The Polish courts shall have exclusive jurisdiction over any disputes arising from the Agreement, and any disputes arising from the Agreement shall be settled exclusively by the court having jurisdiction over the registered office of Extral.
4. The following appendices constitute an integral part of the GTC:
 - 1) Appendix 1 – IP-H-21 Guidelines for the supply of aluminium scrap metal for remelting process;
 - 2) Appendix 2 – FP-H-100 Technical data sheet for BILLETS Alloy
5. In the event of a conflict between the appendices referred to in clause 4, priority shall be determined in accordance with the order in which they are listed in clause 4.