

I. DEFINITIONS

The terms used in these General Terms and Conditions for Scrap Metal Acceptance shall mean:

GT&C – these General Terms and Conditions for Scrap Metal Acceptance applied by CMC Poland Sp. z o.o. at the Mill in Zawiercie, the content of which is available on the following website: www.cmc.com;

CS – the Company Standard of CMC Poland sp. z o.o. specifying technical parameters for Processed Steel Scrap and Unprocessed Steel Scrap, containing tables of Scrap Metal classification into individual grades accepted by CMC, the content of which is available on the following website www.cmc.com;

Scrap Metal - post-production steel waste generated in manufacturing processes of metal products, including end-of-life steel products of the types and characteristics specified in the technical specifications of the relevant Scrap Metal classes indicated in the CS and in the respective Buyer's order.

Uncategorised Scrap Metal – scrap metal that does not fall under any Scrap Metal class specified in CS due to the amount of impurities contained in its composition, which, depending on the quantity of impurities revealed by CMC in a given delivery, shall be the subject either to acceptance at the price of **PLN 1 / 1t** (and respectively for other foreign currencies: EUR /1t, USD 1/ 1t) or to the complaint procedure defined in Art. VII of these GT&C inclusive of sanction provisions. For the avoidance of doubts, any provisions in these GT&C referring to Scrap Metal (payments, acceptance, forbidden hazardous material content, etc.) are applicable respectively to Uncategorised Scrap Metal.

Buyer / CMC – CMC Poland sp. z o.o. with its seat in Zawiercie at ul. Piłsudskiego 82.

Supplier – the entity that sells Scrap Metal to the Buyer.

Supplier's Email Address – the electronic email address to which CMC sends orders and other order-related statements and modifications thereto, including documents required for Scrap Metal acceptance or submitting complaints. The Supplier is obliged to provide its email address to CMC for effective delivery of the above documentation by CMC;

Address: CMCP_POS_CONFIRM@cmc.com – is the CMC's e-mail address for submitting orders only. This address is not designated for receiving emails by CMC. Any order sent from this e-mail address shall constitute a statement made by CMC Poland sp. z o.o.

Hazardous Materials - materials that may have the form of hazardous waste as referred to in the Polish Waste Act of 14 December 2012, any substance or item that may have properties that endanger health, safety, property or the environment, and hazardous objects as referred to in the Regulation of the Minister of Entrepreneurship and Technology of 8 November 2018 on occupational safety and health in the elimination of hazardous items, including explosive items, from metal scrap (hereinafter: "**Regulation**").

II. GENERAL PROVISIONS

1. Scrap Metal Acceptance at the Zawiercie Mill of CMC Poland sp. z o.o. shall be performed in accordance with the terms and conditions of the order issued by the Buyer to the Supplier, including in accordance with applicable **GT&C** and **CS**.
2. The acceptance of Scrap Metal by the Buyer shall be subject to the conclusion of an order in accordance with the procedure set out in Article III below and the delivery of Scrap Metal in compliance with the terms and conditions of a relevant order. In case of any discrepancies between the content of the Buyer's order and the GT&C or CS, the provisions of the order shall prevail.

III. TERMS AND CONDITIONS FOR THE CONCLUSION AND MODIFICATION OF ORDERS

1. It is stipulated that the conclusion and modification to a purchase order for Scrap Metal shall require the procedure and form specified in Sections 2-5 below.
2. The acceptance of the terms and conditions of Scrap Metal purchase by CMC shall be confirmed solely by sending an order in PDF format not requiring the signature of either party to the Supplier's email address from the following CMC's email address: **CMCP_POS_CONFIRM@cmc.com** that specifies at least the quantity, price and delivery date of the Scrap Metal. The application of Articles 68¹, 68² and 69 of the Polish Civil Code is hereby excluded.
3. The content of the contract concluded by the order placed with the Supplier in accordance with point 2 above shall become binding upon the Parties the moment the order has been delivered to the Supplier's email address designated for receiving orders, even if it contains significant modifications, unless the Supplier, without undue delay from the date of its delivery, objects to the order by submitting a statement of objection (including, for example, a proposal to modify the content of the order) to the email address of the CMC employee cooperating with the Supplier.
4. In the event of an objection referred to in point 3 above, the order shall lapse in its entirety, and no contract shall be concluded in any respect. The Parties may conduct further negotiations to agree on the terms and conditions of the order, and such agreement (amendment of the original order) shall be confirmed by re-sending the order bearing the same number from the email address **CMCP_POS_CONFIRM@cmc.com** to the Supplier's email address. Any subsequent order bearing the same number shall fully replace

- the previous one and shall constitute the complete and final terms and conditions of the Scrap Metal sale contract between the Parties.
5. The Supplier warrants that any person who sends e-mail correspondence from the Supplier's mailboxes is a person authorized to make declarations of will on its behalf and for its benefit, including modifications to the content of the concluded contract in the agreed form.
 6. The attachments indicated in the content of the order constitute its integral part.

IV. PRICE

1. A VAT invoice properly issued by the Supplier covering all terms of the order and accompanied by documents confirming the quantity of goods accepted by CMC, delivered via the National e-Invoicing System (KSeF) or by electronic means in cases provided for by law shall be the basis for payment for the Scrap Metal by the Buyer. With respect to Uncategorised Scrap Metal, the quantity identified by CMC in a given delivery shall be valued in accordance with the price rate specified in Article I above. In the event that VAT invoices delivered to the Buyer contain errors or include terms not covered by the order, the Buyer may withhold payment until the Supplier delivers the correction of the disputed invoice. The payment term for a delivery documented by an incorrect VAT invoice shall commence for the Buyer as of the date of delivery of the corrected VAT invoice.
2. If Scrap Metal is dispatched for transport within the validity period of a given order, it shall be settled in accordance with the terms of that order, even if it does not arrive at the Buyer within that period, unless the Parties agree otherwise. In the event that Scrap Metal is dispatched after the delivery date specified in the relevant order, the Buyer shall have the right to refuse acceptance of the delivered Scrap Metal.
3. The Supplier shall not be entitled to set off any liabilities against amounts due to the Supplier arising from contracts concluded between the Parties.
4. The acceptance of the Scrap Metal by the Buyer shall be performed on the basis of:
 - a). as regards the quantity of the Scrap Metal - indications from the scales located at CMC's premises, subject to other terms and conditions of a given order and provided that in the case of Uncategorised Scrap Metal-S and deduction of snow/precipitation water revealed upon rail delivery, the quantity shall be subject to the estimation by CMC,
 - b). as regards the quality – Scrap Metal quality classification made by the Buyer in accordance with the CS, GT&C and/or terms and conditions of a respective order, including the quantity of Uncategorised Scrap Metal or results of the inspection of hazardous materials content in the Scrap Metal.
5. Based on the acceptance activities performed, the Buyer shall draw up the confirmation of receipt, i.e. a **Weighing-In Document** (for road deliveries) in a documentary form specifying the final quantity and classes of Scrap Metal and Uncategorised Scrap Metal accepted in a given delivery in the content of a electronically generated document comprising a detailed overview in the form of an Excel file as well as the confirmation of deliveries in the form of a generated tabular report (Excel file) for rail deliveries.
6. Uncategorised Scrap Metal, depending on the method of measurement, shall be accepted by the Buyer under the symbol: **Uncategorised scrap metal - Z** settled in the weighed quantity and **Uncategorised Scrap Metal - S** settled in the estimated quantity as a percentage of the content of a given delivery. The quantity of Uncategorised Scrap Metal indicated by CMC in a given delivery will be shown in the acceptance documents in accordance with section 5 above.
7. Documents confirming the acceptance conditions referred to in item 5 above shall be sent each time to the e-mail address indicated by the Supplier (via the CMC Platform or directly through the exchange of electronic correspondence between the representatives of the Parties) and constitute the basis for issuance of a VAT invoice by the Supplier in accordance with the terms and conditions confirmed therein.
8. Acceptable quantity tolerance of ordered Scrap Metal for orders performed by the Supplier is +/- 5%, acceptance of other quantities requires the Buyer's prior consent.

V. TERMS AND CONDITIONS OF DELIVERY

1. Terms and conditions of Scrap Metal deliveries are defined in each individual order, in particular the specified Incoterms rules, i.e.
 - a) **DDP** (according to Incoterms 2010) – for domestic rail and road deliveries, subject to contrary provisions of the GT&C or the order. DDP delivery terms and conditions shall be modified by transferring the obligation to conclude, at its own expense, a goods carriage contract to the Buyer, however the risk of loss of or damage to the goods shall pass from the Supplier to the Buyer upon the completion of the delivery acceptance by the Buyer.
 - b) **CPT** (according to Incoterms 2010) - for deliveries by road transport; the CPT delivery terms are modified by transferring the risk of loss or damage to the goods from the Supplier to the Buyer only upon the completion of the delivery acceptance by the Buyer.
 - c) **DPU/DAP** (according to Incoterms 2020) – where the Supplier shall in each case indicate the border crossing point agreed with the Buyer, and for shipments routed in transit using the Czech carrier CD Cargo, it shall provide, in accordance with the shipping instructions, the location of the shipment delivery, subject to provisions contrary to GT&C or the order. In the case of deliveries performed from the Czech Republic on wagons other than those of the Czech carrier – CD Cargo, the consignor shall be obliged to:
 - 1) attach the completed waybill for the return of an empty wagon;
 - 2) pay for the return of the empty wagon according to the current Carrier's Freight Tariff;
 - 3) pay any other charges with which the Buyer may be charged by carriers in connection with consigning a wagon other than a CD Cargo wagon for transport.
 - d) **FCA** (Incoterms 2020) — for rail and road deliveries .
2. The Supplier shall send to the following email addresses: kacper.hojka@cmc.com and tomasz.wyrembak@cmc.com all documents

(statements/notes/certificates/chemical analyses) which the Buyer should receive in accordance with generally applicable law regulations, these GT&C or terms and conditions of the order, in particular:

- a) Certificate of Cleanliness – i.e. a document issued by the Supplier certifying that empty packaging waste (e.g. barrels, containers) meets the cleanliness requirements under the applicable acceptance criteria. This document is required for each delivery of Scrap Metal for which the Supplier intends to:
 - issue a Waste Transfer Note with code 15 01 04 (Metal packaging),
 - issue a Waste Transfer Note for scrap metal (generated after the treatment of waste with code 15 01 04 – Metal packaging) with code 191202 (Ferrous metals) and/or 19 10 01 (Iron and steel waste), for which the Supplier shall apply for the issuance of a Recycling Confirmation Document (RCD),
 - b) the chemical analysis – i.e. a document issued by the Supplier certifying that the chemical composition of the Scrap Metal included in the respective delivery to the CMC does not exceed the maximum permissible content of the accompanying elements indicated in CS. This document is required for each delivery of Scrap Metal classes: HZ-E2, HZ-E6, HZ-E8 unless otherwise stated in the order.
3. Scrap Metal deliveries shall be carried out on a continuous basis, provided that the level of fulfilment of deliveries by the midpoint of the order performance period reaches between 35% and 55%. Any deviation from the above requirement shall entitle the Buyer to reduce the order volume or to withdraw from the remaining part of the order.
 4. Deliveries should be made from the Supplier's branch offices or warehouses (previously indicated in writing to the Buyer); in the event of deliveries from other locations, the Buyer reserves the right to refuse to accept Scrap Metal unless otherwise agreed.
 5. In the event of failure to deliver the ordered quantity of Scrap Metal, the Buyer may allow the Supplier, upon its prior request, to supplement the deliveries within a time limit set out by the Buyer. In the event of failure to perform the order within the agreed time, the Buyer shall have the right to charge the Supplier with a contractual penalty amounting to 10% of the value of the order not completed in whole or in part.
 6. In case of deliveries with lower Scrap Metal bulk weight than the minimum bulk weight specified in the Buyer's CS for Processed Scrap Metal, the Buyer shall have the right to charge the Supplier with a contractual penalty in the amount of PLN 50 for each missing tonne in relation to the required minimum bulk weight. The settlement shall be based on the quantity of Scrap Metal delivered reduced by the amount of Uncategorised Scrap Metal. The said penalty shall not apply to deliveries performed by road transport commissioned by the Buyer or transport organized by the Buyer if the weight of loaded Scrap Metal after the deduction of Uncategorised Scrap Metal is not less than 21 Mg, and the gross vehicle weight is within the limits provided for by the law of the gross vehicle weight rating, provided that it is not less than 39 Mg.
 7. The Supplier shall be obliged to give prior notice (notification of required data) to the Buyer of each Scrap Metal delivery, i.e.
 - a) in the case of rail deliveries - on the date of the dispatch of wagons, by sending electronically a file made available by the Buyer to the Buyer's designated contact email addresses;
 - b) in the case of road deliveries - by submitting a delivery **notification via the CMC Logistics Platform** available at <https://supplier-scrap.cmcp.cmc.com> (hereinafter: **Platform**).
 8. The Supplier shall be obliged to review and, if accepted, confirm acceptance of the Terms and Conditions for the Provision of Electronic Services of CMC Poland sp. z o.o., the content of which is made available each time a new user logs into the Platform for the first time. Upon the Supplier's request, the Buyer shall provide one-time assistance in its activation.
 9. The Buyer shall grant the Supplier free access to the Platform, and the Supplier shall be obliged to provide the Buyer with a list of persons, together with their telephone numbers and email addresses, who will act as the Platform users on its behalf.
 10. The Buyer shall have the right to refuse access to the Platform to any person designated by the Supplier, without stating any reasons.
 11. The Supplier shall not provide access to the Platform to third parties, including employees who are not the Platform users, unless the Buyer has given its prior written consent. The Supplier shall use its best efforts to ensure that no unauthorised persons make use of the access to the Platform granted to it by the Buyer.
 12. The Supplier shall be obliged to ensure that the timing of placement of the means of transport for unloading Scrap Metal on the Buyer's premises is aligned with the Time Slots previously scheduled, reserved and confirmed on the Buyer's Platform.
 13. The data provided by the Supplier in each delivery notification may be amended by the Supplier no later than the moment the means of transport is weighed on CMC's premises, but in any case, no later than the end of the Time Slot, including the +30-minute tolerance.
 14. Any change to the Time Slots previously reserved by the Supplier, provided that the Buyer has such Time Slots available, shall be possible no later than the commencement of the Time Slot originally reserved by the Supplier. In the event of a delay by the Supplier in presenting the means of transport at the entry gate during its Time Slot, the reservation of another Time Slot on the same day shall lie solely at the Buyer's discretion, upon receipt of an appropriate request from the Supplier.
 15. A Time Slot reserved by the Supplier implies that the Supplier shall be fully prepared, at the commencement of the Time Slot, to unload Scrap Metal on the Buyer's premises.
 16. The Supplier shall have the right to register the means of transport at the Buyer's entry gate and to enter the CMC premises between 6:00 a.m. and 8:00 p.m., with a tolerance of ± 30 minutes in relation to the reserved Time Slot; provided, however, that for the first Time Slot between 6:00 a.m. and 7:00 a.m. the -30 minute tolerance shall not apply, and for the Time Slot between 7:00 p.m. and 8:00 p.m. the $+30$ minute tolerance shall not apply.
 17. The aforementioned conditions of road transport service remain uniform for all Suppliers being a procedure adopted by CMC to ensure that the Buyer's handling and organizational capabilities are fully utilized.
 18. For road transport of Scrap Metal to CMC, the Supplier shall be obliged to use only means of transport equipped with steel

sideboards. The Buyer does not ensure safe unloading of Scrap Metal delivered on means of transport equipped with aluminum sideboards.

19. The Supplier shall be obliged to notify the carrier to whom it assigns the transport of Scrap Metal to CMC of the requirement set out in point 18 above, and to include appropriate provisions in the contract of carriage, advising that delivery of Scrap Metal by a vehicle equipped with aluminium sideboards may result in potential damage.
20. In the case of damage to the means of transport (aluminium sideboards) during unloading of the Scrap Metal by the Buyer, the Supplier shall indemnify the Buyer against all damages, including lost profits, costs, expenses and other claims of the Supplier and claims submitted to CMC by third parties.
21. The Supplier, acting as the loader, shall be obliged to comply with all obligations arising from road traffic regulations with respect to determining whether the vehicle has become an abnormal vehicle after loading. Scrap Metal deliveries by vehicles exceeding a gross vehicle weight of 41 tonnes shall not be accepted by CMC and shall be returned to the Supplier, unless, in accordance with the aforementioned legal provisions, the driver demonstrates that the permissible gross vehicle weight, payload or axle load limits have not been exceeded. The Supplier shall be liable for the actions of its carrier as for its own actions.

VI. RAIL TRANSPORT

1. Rail deliveries under DDP and DPU/DAP may be performed only based on shipping instructions provided by the Buyer. In the event of non-compliance with the provisions of the shipping instructions or incorrect entries, transport costs shall be calculated at 100% of the carrier's freight tariff rates applicable on the date of shipment and recharged to the Supplier.
2. In the event of a necessary change of destination after the dispatch of the Scrap Metal or its re-dispatch without transshipment in transit, the transport costs shall be calculated at 100% of the carrier's freight tariff rate applicable on the date of shipment.
3. The Supplier shall be obliged to consign shipments in such a manner that each shipment contains a net weight of at least 320 tonnes. Where the total net weight of Scrap Metal loaded into the wagons forming the shipment (aggregate net weight) exceeds 320 tonnes, one waybill and one attachment thereto shall be completed, irrespective of the assortment loaded into the individual wagons; no additional lists shall be required.
4. In the event that a single shipment (waybill plus attachment) contains less than 320 tonnes net, CMC shall charge the Supplier an additional fee equal to the product of the calculated weight (being the sum of the calculated weights of all wagons forming part of the shipment) and the rate specified in each case in the shipping instructions for respective locations..
5. The fee referred to in Art. VI item 4 above may be waived in case the Supplier sends to the Buyer (to the email addresses: pawel.pelan@cmc.com and pawel.kwoka@cmc.com) a copy (scan) of the order for wagons placed with a given carrier indicating that for the delivery in question the Supplier had ordered the number of wagons sufficient to load Scrap Metal in the amount of 320 tons net, together with the carrier's note stating that despite the order, the carrier provided less wagons than requested for in the order.
6. Waiver of the condition stipulated in Art. VI item 3 shall result in a higher railway freight rate (specified in the shipping instruction) and is possible only after obtaining CMC's approval separately for each shipment provided that at least 120 tons and, at the same time, at least 4 wagons have been declared for the transport.
7. Rail deliveries from locations where shipping instructions for transports in block trains of 1000 tons net and more have been provided should be advised to CMC up to the 24th day of the month preceding the month of shipment or, at the latest, by Wednesday in a week preceding the shipment in order to include the consignment in the transport schedule of PKP Cargo S.A.
8. Waiver of the condition stipulated in art. VI, item 7 shall result in a higher railway freight rate and is possible only after obtaining CMC's approval separately for each consignment provided that at least 120 tons and, at the same time, at least 4 trucks have been declared for the consignment. The railway freight rate to be charged to the Supplier shall be indicated upon CMC's approval, if granted.
9. Shipment of a block train (min.1000 tons net) from locations not provided with a shipping instruction for such consignments is possible upon the consent of the Buyer based on individual shipping instructions.
10. In the case of rail deliveries, the Supplier is obliged to provide a minimum wagon load determined regardless of the Scrap Metal class in a 4-axle wagons, not less than 30Mg. Whereas, in deliveries by road performed upon the Buyer's order or by transport organized by the Buyer, the Supplier is obliged to ensure a minimum load for a single means of transport in the amount of 21 Mg, regardless of the Scrap Metal class.
11. Waybills for rail deliveries should be properly filled out and contain at least the following data:
 - a) Supplier company name,
 - b) order number,
 - c) declared Scrap Metal class and weight,
 - d) the contract number of the Buyer's contract of carriage with the railway carrier.

VII. QUALITY COMPLAINTS

1. In the event of finding a different class of Scrap Metal than that declared by the Supplier in whole or in part of the delivery, the Buyer reserves the right to reclassify the whole delivery to the lowest indicated class in the delivery, including Uncategorised Scrap Metal. Such delivery shall be placed at the Supplier's disposal, of which the Supplier shall be notified in accordance with item 6 below.
2. In the event the quantity of Uncategorised Scrap Metal has been estimated by the Buyer at up to 3% of the delivered Scrap Metal weight, the Buyer reserves the right to accept and settle the delivered Scrap Metal taking into account the demonstrated Uncategorised Scrap Metal (excluding classes HZ-E2,HZ-E6, HZ-E8, in the content of which Uncategorised Scrap Metal is not

- allowed) without leaving the means of transport at the Supplier's disposal.
3. In the event the quantity of Uncategorised Scrap Metal has been estimated by the Buyer to be above 3% of the delivered Scrap Metal weight, the wagon/vehicle shall be put at the disposal of the Supplier, who will be notified in accordance with item 6 below.
 4. All costs related to the parking of the means of transport at the Supplier's disposal (exceeding the periods free of charge for CMC) shall be borne by the Supplier from the moment of sending the notification to the Supplier in accordance with items 1 and 3 above, until the terms of acceptance of the Scrap Metal or the re-dispatch of the means of transport are agreed.
 5. The Buyer shall reserve the right to re-dispatch the Scrap Metal at the Supplier's expense according to its shipment instructions in the case of:
 - a) delivery not ordered by the Buyer,
 - b) expiry of the order performance time limit,
 - c) lack of an agreement between the Parties as to the terms and conditions of Scrap Metal acceptance by CMC following the complaint procedure specified in item 6 below.
 6. Complaint procedure:
 - a) In the event of non-compliance of the Scrap Metal quality with CS and/or GT&C or with the order terms and conditions, the Buyer shall make a complaint to the Supplier (which, at the same time, is a notification of placing the means of transport on which the Scrap Metal was delivered, at the Supplier's disposal) through:
 - i. making a call from the business phone of an employee of the CMC Scrap Metal Quality Office to the phone number indicated by the Supplier and present the terms and conditions of the reported complaint, and/or
 - ii. sending an e-mail with the terms and conditions of the complaint from the e-mail address BJZ_Reklamacje@cmc.com to the Supplier's e-mail address, and/or
 - iii. sending a text message from the business phone of an employee of the CMC Scrap Metal Quality Office to the phone number indicated by the Supplier and present the terms and conditions of the reported complaint if the Supplier does not answer the phone,
 - iv. together with a complaint notification by phone or e-mail, photographs of the consignment, "snapshots" of the image from the cameras etc. may be sent to the Supplier.
 - v. terms and conditions of acceptance / re-dispatch / joint unloading commission agreed with the Supplier. Following a complaint previously submitted by telephone (including SMS), an employee of the CMC Scrap Quality Office shall confirm such arrangements to the Supplier by email on the same business day, prior to completion of all unloading operations.
 - b) The Supplier shall be obliged to provide the Buyer with an immediate response as to the further proceeding with the consignment after addressing to it a complaint in accordance with the item a) above, i.e. whether it agrees to the proposed reclassification terms or it is to be returned or sent for the unloading in the presence of a committee no later than within:
 - i. **up to 2 hours** from submitting a complaint - in case of deliveries carried out by road transport and reported to the Supplier on business days from 7.00 a.m. until the completion of unloading operations, provided that for complaints submitted after 8.00 p.m., the Supplier's response should arrive no later than 9.30 p.m. Failure by the Supplier to respond within the above time limit shall be deemed as the approval of the conditions for the Scrap Metal acceptance or re-dispatch of the vehicle proposed by the Buyer in the complaint;
 - ii. **up to 2 hours** from submitting a complaint in the case of deliveries carried out by rail transport, reported to the Supplier from 7.00 a.m. to 6.00 p.m. on business days and
 - iii. **by 9 a.m. of the following business day** – in the case of deliveries carried out by rail transport and reported to the Supplier after 6:00 p.m. on business days. Complaints concerning deliveries carried out on non-business days shall be reported by the Buyer to the Supplier on the first following business day or earlier. Failure by the Supplier to respond within the above time limits shall be deemed as approval of the conditions for the Scrap Metal acceptance or re-dispatch of the wagon proposed by the Buyer in the complaint.
 - c) The Supplier is obliged to provide the Buyer with the phone number of a person authorised to make declarations of will on behalf of the Supplier in matters of conditions covered by the Buyer's complaints, regardless of the Supplier's e-mail address for contact in complaint matters.
 - d) In the event of the Supplier's non-acceptance of the proposed reclassification and a request for joint unloading of the Scrap Metal, the Buyer shall notify the Supplier of the appointment of a complaint committee, in which a representative of the Supplier shall have the right to participate. The Buyer shall agree with the Supplier on the date and time of the committee meeting so that such date does not exceed three business days.
 - e) Minutes of the complaint committee proceedings shall be drawn up, including the scope of examination of defects in the shipment.
 - f) The Buyer shall provide the Supplier with a copy of the minutes of the complaint committee, and the acceptance/return of the Scrap Metal shall take place on the terms and conditions set out in the minutes of the complaint committee.
 7. All costs related to the parking of the means of transport in connection with re-dispatch shall be borne by the Supplier. Such costs shall be charged from the moment the notification is sent to the Supplier of placing the means of transport at its disposal, until returning of the means of transport.
 8. If it is found that the Scrap Metal class is too high and the Buyer receives the Scrap Metal after reclassification, the Buyer is entitled to charge the Supplier with a contractual penalty of PLN 10 for each reclassified tonne of Scrap Metal.

9. In the event that after unloading, Uncategorised Scrap Metal remaining in a wagon/vehicle with three weighing cycles is identified in weighed amount exceeding 0,5 Mg after cleaning in a given delivery, the Buyer has the right to charge the Supplier with a contractual penalty in the amount of PLN 1,000/tonne (calculated proportionally for each amount of weighed Uncategorised scrap metal).
10. In the case of delivery inconsistent with the CS, GT&C or terms and conditions of a given order, resulting in a necessity of its re-dispatch in full or in part, the Buyer is entitled to charge the Supplier with a contractual penalty of PLN 1,500 for the re-dispatch of the rail delivery and PLN 500 for the re-dispatch of a road delivery.
11. In the case of finding Uncategorised scrap metal - Z in a given delivery of Scrap Metal, in particular: slag soil, scale, sculls – in a weighed amount indicating at least 10% in relation to the weight of the vehicle/wagon delivery, the Buyer has the right to charge the Supplier with a contractual penalty of PLN 25,000 in the case of road delivery or PLN 50 000 in the case of rail delivery.

VIII. HAZARDOUS MATERIALS

1. Hazardous Materials, due to their properties (including, but not limited to, chemical, physical or biological), may have characteristics or take a form of:
 - a) inflammable or explosive materials, ammunition and shells (in whole or in part, or or solely ammunition waste),
 - b) pressurised, closed or insufficiently open containers of any origin; in winter also tanks and vessels filled with water or ice that can cause explosions,
 - c) radioactive materials in sealed containers, even where no significant external radioactivity is detected due to protective sheath or placement in the delivered Scrap Metal batch,
 - d) materials containing or emitting substances hazardous to the environment, or steel manufacturing technology;
 - e) materials containing or emitting substances hazardous to natural environment or steel production technologies
 - f) materials that may have irritant, corrosive, toxic or carcinogenic effects.
2. In particular, the following Hazardous Materials, in the form specified below, are not allowed in the Scrap Metal:
 - a) packaging formerly containing hazardous substances bearing hazard markings (pictograms), including barrels, containers, tins indicating possible contact with hazardous materials/substances, as well as packaging without pictograms but suggesting potential contact with hazardous materials/substances,
 - b) hydraulic fluid filters,
 - c) batteries,
 - d) capacitors,
 - e) complete or incomplete waste electric and electronic equipment and components coming from waste equipment.
3. At the acceptance of the Processed Scrap Metal, the opening of containers by the Supplier shall be considered as insufficient if they are not equipped with at least two openings with minimum dimensions of 40x40 mm or ø40 mm located in a manner allowing for an unequivocal determination that the container is open and free of any undesirable contents. Gas cylinders or containers previously used for liquids, hydraulic cylinders or central heating boilers must be cut into at least two parts.
4. In the case of deliveries of Scrap Metal to be processed manually by burning or mechanically by cutting or shredding, the following materials are exempt from the requirement to open the container: fire extinguishers, boilers, compressed air tanks, hydraulic tanks, central heating furnaces, provided that they are equipped with unobstructed technological openings.
5. Suppliers are forbidden to deliver Scrap Metal / Uncategorised Scrap Metal containing any waste that is subject to the reclassification from hazardous waste (in particular military-related from war zones) into non-hazardous waste by diluting or mixing it with each other or with other waste, substances or materials. In case of this type of waste, a decision on the reclassification of hazardous waste into non-hazardous waste shall be issued by the competent Marshal of the Voivodship in the form of a formal written decision and its delivery shall require individual order arrangements, provision of relevant decisions and test results. Depending on the form of the Hazardous Materials identified in a given delivery of Scrap Metal, the Buyer is entitled to charge the Supplier with the costs of the shipment segregation of PLN 1,000 per wagon/vehicle and with a contractual penalty of PLN 1,500 for each identified Hazardous Material, subject to separate penalty rates adopted for
 - a) PLN 600/item – fire extinguisher,
 - b) PLN 5,000/item – LPG tanks, gas cylinders above 3 kg, cylinders for storing technical gases (including oxygen, acetylene, gas cylinders),
 - c) PLN 15,000/item – ammunition, shells and other material of military origin, including parts thereof.
6. Radioactivity control:
 - a) Each delivery of Scrap Metal is subjected to dosimetry testing to assess its radioactivity level by passing through dosimetric gates located at the entrance to the plant/Scrap Metal unloading site.
 - b) In the case of a road transport – detection that the level of radioactivity on the dosimetric gate is exceeded, confirmed by a repeated sound alarm and a reading below the measurement level specified as "DANGER", the road delivery shall not be accepted by CMC and shall be returned to the Supplier. In the event of a reading above the measurement level specified as "DANGER" by a factor of 4, the vehicle shall be set aside for controlled unloading. Scrap Metal identified as exhibiting elevated radiation levels above the natural background level applicable to CMC Poland sp. z o.o. shall be transferred to the Radioactive Waste Neutralisation Plant.

- c) In the case of a rail transport – exceeding the radioactivity level on the dosimetric gate confirmed by a repeated sound alarm, the wagon shall be set aside for controlled unloading. Scrap Metal identified as exhibiting elevated radiation levels above the natural background level applicable to CMC Poland Sp. z o.o. shall be transferred to the Radioactive Waste Neutralisation Plant.
 - d) Should the radiation dose measurement result be above the natural background level applicable to CMC Poland Sp. z o.o., the Buyer shall notify the Supplier and the National Atomic Energy Agency, which shall decide on further procedure to be followed with respect to the Scrap Metal.
 - e) The Buyer shall notify the Supplier of the need to move the wagon/vehicle to a designated area for controlled unloading until the arrival of competent authorities. The costs of a wagon/vehicle parking related to the time necessary for inspection/selection and possible return shipment of the Scrap Metal shall be borne by the Supplier.
 - f) If the contaminated material has been identified, the Buyer may decide to accept the remaining part of the Scrap Metal or, at the Supplier's expense, to re-dispatch it.
7. If radioactive material is found in a given Scrap Metal delivery, the Buyer has the right to charge the Supplier with the costs of the consignment segregation in the amount of PLN 1,000/ wagon/vehicle and a contractual penalty of:
- a) up to 20 µSv/h – PLN 5,200,
 - b) above 20 µSv/h – PLN 7,000,
 - c) objects marked with a symbol indicating radioactive radiation – PLN 50,000

IX. DELIVERY INSPECTION

1. The Supplier warrants and guarantees that it conducts ongoing Scrap Metal inspections to ascertain that it does not contain any Hazardous Materials and that all types of closed or partially closed containers, vessels, closed pipes of unknown content and origin, pressurized containers understood as various types of fire extinguishers, pressure cylinders, aerosol cans have been prepared for scrapping, taking into account the risk assessment carried out in relation to hazards for Scrap Metal delivered to CMC in accordance with the Regulation.
2. The Supplier shall be obliged to confirm the inspection of the content of each delivery of Scrap Metal by sending to the Buyer, via the Platform, a relevant **INSPECTION CERTIFICATE FOR SCRAP METAL DELIVERY** (pdf file), a sample of which is available each time on the Platform when the delivery is notified as referred to in article **V (7) above**.
3. Upon acceptance of the Scrap Metal, the Buyer shall inspect the contents of the Scrap Metal to determine whether it contains any Hazardous Materials. The **INSPECTION CERTIFICATE FOR SCRAP METAL DELIVERY ACCEPTANCE**, copies of which (pdf file) are submitted by the Buyer to the Supplier's e-mail address indicated by it.
4. It is agreed that the reports referred to in sections 2 and 3 above shall, for their validity, require only documentary form, and that the persons signing the aforementioned reports are duly authorized to make declarations of will on behalf of the Parties with respect to the conducted inspection.
5. Without prejudice to the provisions of the GT&C, the Supplier undertakes, in the event of a breach of the warranty referred to in section 1 above or a breach of the prohibition on delivering Hazardous Materials, to cover any damage caused directly or indirectly by such Supplier's conduct, including such damage which may arise as a result of or in connection with the use of the Scrap Metal for the Buyer's production processes. In particular, the Supplier shall be obliged to cover all costs of unloading and parking wagons, as well as the costs of re-dispatching all or part of the delivery. The Supplier shall indemnify the Buyer against all liabilities to third parties which arise in connection with the Supplier's delivery of Scrap Metal containing Hazardous Materials.
6. Irrespective of contractual penalties indicated in the above sections imposed by the Buyer, the Buyer shall be entitled to charge the Supplier with any costs related to actions undertaken to dispose of Hazardous Materials, as well as with costs of overlong parking/stay of means of transport.

X. MONITORING SYSTEM FOR ROAD AND RAIL WASTE TRANSPORT

1. Scrap shipment on the territory of Poland, in cases mentioned in the Act on *the monitoring system for road and rail transport of goods and trading heating fuels* of 9 March 2017 (JoL of 2021, item 1857, as amended) and in implementing regulations thereto (hereinafter called Act on SENT) requires notification in the Electronic Transport Monitoring System (SENT) and obtaining a reference number for particular delivery.
2. The Supplier shall be obliged to complete the form made available by CMC (SENT Data Notification) and submit it to the following email address: SENT_SCRAP@CMC.COM within the time limit specified by CMC. The commencement of Scrap Metal transport to Poland, subject to the SENT Act, despite the existence of a valid order, without prior notification and obtaining a reference number for a relevant delivery by CMC, is strictly prohibited.
3. In the event that the Supplier commences transport of Scrap Metal without complying with the obligations set out in section 2 above, provides incorrect data, in particular declares a weight of the goods (shipment) which, upon receipt, shows a deviation exceeding ±10% compared to the declaration provided to CMC, or where circumstances arise necessitating refusal by CMC to accept the Scrap Metal, the Supplier shall release CMC from any liability for such breaches and shall be obliged to pay CMC an amount equal to all fines, fees and costs incurred as a result thereof.
4. In the event that the Supplier performs a delivery of Scrap Metal without complying with the obligations set out in the applicable legal acts governing the lawful transport of waste (including, without limitation, the Act on Waste, the Road Traffic Act, Regulation (EU) 2024/1157 of the European Parliament and of the Council of 11 April 2024, and other applicable regulations), the Supplier shall release

CMC from any liability in respect of all claims arising in connection with such breaches and shall, in particular, undertake to reimburse CMC for the full amount of any fees, fines and costs imposed on CMC as a result of such breaches.

5. The Supplier acknowledges that sanctions relating to breaches of, inter alia, the legal acts referred to in points 1, 4 above are of a fiscal nature, and that the obligation of the Buyer to pay such amounts to the State Treasury does not necessarily require fault on the part of either Party, and that the settlement of such amounts with the Supplier, where CMC is required to incur them due to circumstances attributable to the Supplier, may also be effected by way of set-off against any amounts due and payable to the Supplier.

XI. FORCE MAJEURE

1. CMC shall not be liable for non-performance or improper performance of the contract in whole or in part if circumstances of "force majeure" occur.
2. Within the meaning of these GT&C, force majeure shall be understood as an external event that could not have been foreseen or prevented by the Party while exercising due diligence and makes the performance of the contract partially or totally impossible, such as war, fire, strike, embargo, earthquake, breakdown of equipment not resulting from its poor maintenance.
3. If, as a result of force majeure, either Party to the contract is unable to perform any of its obligations in whole or in part, it must immediately notify the other Party of this fact in writing.
4. In the event that, due to force majeure, CMC is unable to accept the delivery of Scrap Metal in whole or in part within the agreed time, then either party may, after such time, withdraw from the contract with respect to the unperformed part thereof.

XII. SANCTIONS

1. In connection with the situation arising from the military aggression of the Russian Federation against Ukraine and the imposition of numerous economic sanctions and trade embargoes, the Supplier represents and warrants that its business activities are fully compliant with the restrictions, prohibitions and other obligations imposed by generally applicable laws, in particular with:
 - a) the Act of 13 April 2022 on special measures in the field of counteracting support for the aggression of the Russian Federation against Ukraine and to protect national security;
 - b) Council Regulation (EC) No 765/2006 of 18 May 2006 on Specific Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security;
 - c) Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine;
 - d) Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine;
 - e) Council Regulation (EU) No 2022/263 concerning restrictive measures in response to the illegal recognition, occupation or annexation by the Russian Federation of certain non-government-controlled areas of Ukraine.
2. **The Supplier further represents and warrants that:**
 - a) it is not directly or indirectly controlled by, nor owned (meaning holding at least 50% of shares, stock or voting rights) by, persons or entities listed on any sanctions lists, including the SDN List (Specially Designated Nationals list maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury), and that its ultimate beneficial owners are not listed on such lists;
 - b) the provision of any funds or economic resources to it by CMC Poland Sp. z o.o. shall not constitute a breach of any applicable sanctions laws;
 - c) it shall not make any funds or economic resources received from CMC Poland Sp. z o.o. available to any persons or entities in breach of applicable sanctions laws or to any persons or entities listed on the SDN List;
 - d) the products supplied by it, or any components thereof, have not been imported from sanctioned territories in breach of applicable laws.
3. The Supplier further undertakes that, in the event of any non-compliance with any of the above representations and warranties, it shall immediately notify CMC Poland Sp. z o.o. thereof.
4. The Supplier acknowledges and agrees that, in the event of a breach of the above sanctions-related representations and warranties, CMC Poland Sp. z o.o. shall be entitled to terminate the agreement/order between the Parties with immediate effect and without any further obligations.

XIII. FINAL PROVISIONS

1. Upon each delivery of Scrap Metal to the CMC premises, the Supplier agrees and undertakes to observe the instructions on the pass system, rules of staying on the site and rules of material movement for CMC Poland sp. z o.o. (abbreviated: **Traffic Instructions**), as well as the **Safety Instructions** available at www.cmc.com.
2. Each time the Supplier cooperates with CMC, it agrees and undertakes to comply with the Buyer's Supplier Code of Conduct and Workplace and Human Rights Policy available at www.cmc.com
3. The Supplier may not, without the Buyer's prior written consent, assign to any third party any receivables due to it from the Buyer under the order. The above prohibition shall also apply to rights related to such receivables, in particular claims for overdue interest according to Article 509 of the Polish Civil Code.
4. The Buyer represents that it has the status of a large enterprise, within the meaning of the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions (Journal of Laws of 2019, item 118, consolidated text as amended).

5. The lack of Supplier's objection to the content of the order shall be deemed as its representation and warranty that if it has issued a VAT invoice (in the scope of VAT without the remark on subjective exemption):
 - a) on the day of the conclusion of the order and throughout the period of its performance, and during issuance of the invoice, it shall be registered by the Head of the Tax Office as an active VAT taxpayer, and
 - b) possesses all legally required licences, permits and entries in registers of regulated activity and undertakes to present original documents confirming this fact at each request of the Buyer;
6. If the Supplier issues a VAT invoice to the Buyer, without being an active VAT taxpayer on the day of issuing the invoice, as understood by the act dated 11 March 2004 on the tax on goods and services, the Buyer shall be entitled to a contractual penalty from the Supplier in the amount corresponding to the amount of VAT due for delivery of the Goods, which the Buyer shall be entitled to deduct from the price for the Goods.
7. Detailed conditions for the submission of invoices to CMC are set out in the "Regulations for Submitting Invoices in Electronic Form" available at www.cmc.com, which the Supplier undertakes to regularly review and comply with.
8. Should the Supplier be obliged to apply the mechanism of split payment mentioned in the Act on tax on goods and services, the Supplier shall be obliged to include appropriate entry on the VAT invoice required by Article 106E(1)(18a) of the Act on tax on goods and services.
9. The Supplier hereby warrants that the bank account, which shall be indicated as the payment account on the VAT invoice, shall be the settlement account within the meaning of the banking law regulations, included in the List referred to in Article 96b(1) of the Act on tax on goods and services ("White List of VAT Taxpayers").
10. In case the bank account indicated by the Supplier is not included in the List referred to in item 9 or the VAT invoice has not been issued in accordance with item 5, the Buyer shall be entitled, at its option, to
 - a) make a payment to the bank account indicated by the Supplier with simultaneous notification of payment to the Head of the Tax Office competent for the Buyer, or
 - b) make a payment to another bank account of the Supplier shown in the List referred to in item 9, or
 - c) suspend payments until Supplier removes the irregularities or
 - d) impose a contractual penalty on the Supplier in the amount equal to the amount of VAT due for the delivery of these Goods, which the Buyer is entitled to deduct from the price for Scrap Metal, or
 - e) withdraw from the order for reasons attributable to the Supplier.
11. Exercising by the Buyer of the rights indicated in item 10(d) or 10(e) shall be made after a prior request has been sent to the Supplier setting an additional period of time to remove the irregularities, which shall not be shorter than 3 days.
12. The Buyer, pursuant to Article 13(1) and (2) and Article 14 of the GDPR, informs that it will process the Supplier's personal data in accordance with the principles described in detail in the information clauses available on the website:
<https://www.cmc.com/pl/global/contact/personal-data-protection>.
13. The Supplier, by authorising any person to act for and/or on behalf of it, undertakes to inform them that in the performance of deliveries covered by these GT&C, their personal data have been made available to another Controller i.e. CMC POLAND SP. Z O.O. with its registered office in Zawiercie, at ul. Piłsudskiego 82, 42-400 Zawiercie (contact details of the Personal Data Protection Officer: iod@cmc.com) and in connection with the performance of the deliveries, the principles of personal data processing at that Controller are available on the aforementioned website.
14. These **GT&C are valid from 20th July 2026** and constitute the exclusive and complete agreement of the terms and conditions of purchase and delivery of Scrap Metal between CMC and Supplier. As of this date, all previous terms, conditions and instructions with respect to orders placed after the aforementioned date shall cease to be valid.