

**GENERAL TERMS AND CONDITIONS OF SALE**  
**applied by Ocynkownia Śląsk Spółka z ograniczoną odpowiedzialnością**  
**from 02/11/2020**

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**§ 1**  
**General Information**

1. The presented conditions apply to all contracts/orders/ related to hot dip galvanising of steel structures and elements made by the Ocynkownia Śląsk.
2. All orders shall be implemented after their confirmation in the written form by the Ordering Party and Ocynkownia.Śląsk Sp. z o.o. (hereinafter referred to as the Galvanising Plant)
3. The Galvanizing Plant performs the service of hot-dip galvanising according to PN EN ISO 1461.
4. In the case of galvanising of the fasteners with the use of the centrifugation method, the Galvanising Plant performs the service according to PN EN ISO 10684.
5. In the case of specific requirements going beyond these standards, it is necessary to make a detailed agreement on the terms of execution and acceptance of the coatings.
6. The Galvanising Plant has an integrated quality assurance system compliant with the ISO 9001 standard.

**§ 2**  
**Technical Conditions and Requirements**

1. The maximum dimensions of the structure intended for galvanising, where galvanised through a single immersion, should not exceed:
  - 1) For the Plant in Chrzanów: 16.3 x 1.95 x 2.85 m / length x width x height / Maximum weight of the element up to 7.5 tonnes,
  - 2) for the plant in Kluczbork: 12.4 x 2.85 x 3.1 m / length x width x height / Maximum weight of the element up to 15 tonnes,
  - 3) for the plant in Świdnica: 14.0 x 1.4 x 3.2 m / length x width x height / Maximum weight of the element up to 6.4 tonnes.
  - 4) for the plant in Świdnica (low temperature): 4.7 x 1.2 x 2.1 m / length x width x height / Maximum weight of the element up to 2 tonnes
  - 5) for the plant in Świdnica (high temperature 560 °C): 2.5 x 0.75 x 1.5 m / length x width x height / Maximum weight of the element up to 1 tonne.
2. The surface of the structure delivered for galvanising is to be free from rolling, scaling, welding spatter, sharp edges, paint and oil contamination, emulsions and other materials such as silicones.
3. The welds should be made with a semi-automatically method in a protective gas shield. In case of electrode welding, the welding slag must be carefully removed.
4. Each structural element is to consist of one steel grade and elements of a similar thickness.
5. The quality of the zinc coating depends on a chemical composition of the steel. A content of silicon content in steel should be below 0.03% or in the range from 0.15% up to 0.24 %. When using steels with properties different from those of S 235 JRG 2 steel grades (former names St3S or St3SX), the Galvanising Plant should be notified of the aforementioned in the written form.
6. The structural elements, in particular with reinforcement ribs, recesses and square hollow sections require properly positioned venting, inflow and outflow holes as well as suspension holes. The arrangement of the holes and their diameters are shown in the technical materials of the Galvanising Plant.
7. Structures should not have small apertures or recesses. The welds should be closed.

8. The surfaces tightly jointed while overlapping require venting holes. Where there are no venting holes, a deformation of the elements or even a complete destruction of the element subjected to galvanisation may occur.

9. The service consisting in galvanising pipes without any suspension holders is possible to be implemented together with the making of such holders.

10. In case of delivery of elements that do not fulfil the aforementioned conditions the Galvanising Plant shall notify the Ordering Party about this fact and in agreement with the latter additional work, charging additional remuneration the hot dip galvanizing plant may perform additional works, charging for them an additional remuneration. In particular, it refers to: a removal of old paint coatings, a dezincification, a removal of oils and fats, abrasive blasting, making additional technological holes, straightening, galvanising of oversized elements / two times galvanising /.

11. The Ordering Party shall inform the Galvanising Plant about the existing threads, holes and tightly matching surfaces in order to agree security measures and the method of galvanising.

12. Where galvanising load-bearing steel structures according to DAST- Richtlinie 022, the Ordering Party shall inform the Galvanising Plant about such requirements and shall deliver documents / forms required according to this standard.

13. Where elements are galvanised with centrifugation, flat ones tend to stick together.

14. The surfaces after cutting with the flame, laser or plasma method should be ground and their edges rounded.

### **§ 3**

#### **Obligations of the Parties**

1. The Ordering Party is obliged to prepare the structure for galvanising and to collect the structures after galvanising and make a payment for the service rendered in a timely fashion.

2. The Galvanising Plant is obliged to perform the galvanising service of the structure or element according to agreed conditions, according to these General Terms and Conditions of Sale.

### **§ 4**

#### **Deliveries**

1. Delivery and collection of goods is carried out by motor transport.

2. Delivery time limits are agreed with the employees of the sale department and confirmed in the written form / by fax, e-mail /.

3. The working hours of the Galvanising Plant are specified on the web site [www.ocynkownia.pl](http://www.ocynkownia.pl).

4. The loading of elements should be adapted for the unloading with lifting devices or a forklift using the wooden spacers. The small elements should be packed in the containers or on the pallets.

5. In case of a delivery of transport that fails meet the aforementioned conditions, the Galvanising Plant may charge an additional fixed fee for the "difficult unloading" in the amount of PLN 200 net per each additional hour of the unloading.

6. The structures and elements delivered for galvanising are to have a specification stipulating a name of the element, a quantity of pieces a total weight. In case of a failure to deliver the specification, the Galvanising Plant shall not be liable for any quantity shortages.

7. The Galvanising Plant performs the measurements of a weight of the delivered structures on its own scales. In case of any discrepancy between the weight declared by the Ordering Party and the weight measured by the Galvanising Plant, the latter weight is assumed as the proper one.

8. The Galvanising Plant reserves the right to verify a quantity and a type of the delivered structure and confirms the aforementioned on the "Confirmation of goods receipt" sheet.

### **§ 5**

#### **Acceptances**

1. Within the time limit agreed with the Sale Department of the Galvanising Plant, the Ordering Party is obliged to collect the galvanised elements without undue delay.

2. The collection may be made upon a presentation of an authorisation issued for the name of the collecting person. The appropriate authorisation may be sent by fax.

3. If the Ordering Party fails to collect the goods, at the latest within 14 calendar days from

a time limit related to a possibility of the collection stipulated by the Galvanising Plant; it is deemed that the Ordering Party is in default upon the expiry of the 14th calendar day and may be charged with storage costs amounting to 1% of the value of the service for each day of default. The Ordering Party has the right to determine another time limit for the collection and then a default occurs anew upon the newly determined time limit.

## **§ 6**

### **Time Limits for Service Implementation**

1. If the time limit for the implementation of the service is not determined in the written form as the unequivocally binding, the Galvanising Plant should render this service within 10 working days from a date of receipt of the elements / structures.
2. The time limit for the implementation of the service considered as met if the elements have been received or have been reported for collection.
3. If the implementation of the galvanising service in a timely fashion is not possible due to force majeure or any other reason that could not be foreseen, the Galvanising Plant is obliged to notify the Ordering Party about this fact and agree on the next time limit for the collection of the elements.
4. The Ordering Party may withdraw from the contract due to a delay caused by the Galvanising Plant or for the reasons stipulated in section 3.

## **§ 7**

### **Payment Terms**

1. The price of the galvanising service is given for 1 kg of the structure. The invoiced weight of the structure results from an increase in the weight of the structure delivered to the Galvanising Plant according to § 4 (Deliveries) section 7, by a theoretical zinc uptake expressed as a percentage.
2. The minimum invoice value is PLN 200 net.
3. The price includes the unloading and loading of the vehicles with a gantry crane or a forklift, with the exception of § 4 (Deliveries) section 5.
3. The price excludes the costs of special packaging, transport / unless the offer states otherwise /, insurance, VAT and additional costs listed in item 10 of the "Technical Conditions and Requirements" section.
4. The price for the galvanising service is a contractual price. The Galvanising Plant reserves the right to make an adjustment of the agreed price in case where the type of goods entrusted, their quantity, weight or the material from which they were made fail to comply with the data contained in the request for proposal or an order submitted by the Ordering Party.
5. The Ordering Party is obliged to pay the invoice amount within the time limit specified on the invoice, regardless of any possible complaints.
6. The payment is made by bank transfer to the account of the Galvanising Plant, at the cash office up to the amount of PLN 15,000.00, as well as a bank credit card or debit card or via the BLIK mobile payment system, provided that a given branch Plant of the Galvanising Plant has an appropriate payment terminal.
7. The date of payment shall be the date of crediting a bank account of the Galvanising Plant or the date of payment to the cash office. The bank transfer fees and other expenses related to making a payment shall be borne by the Ordering Party.
8. Where there is a delay in payment, the Galvanising Plant has the right to charge interest in the statutory amount.
9. The Galvanising Plant has the right to determine the limit of obligations, which exceeding may result in a withdrawal from the contract due to the fault of the Ordering Party.
10. The Galvanising Plant insures its receivables. With regard to the above, the Ordering Party upon request of the Galvanising Plant shall deliver the financial documents and other data necessary to conclude an insurance contract in respect of receivables of the Ordering Party. In case of a refusal to provide the insurance of receivables of the Ordering Party, the Parties shall agree another manner of securing these receivables (bills of exchange, sureties, etc.).
11. The Galvanising Plant also has the right to keep the elements given to it for the purpose of making a corrosion protection by the Ordering Party until the claims due to the Galvanising Plant are satisfied.

## **§ 8**

### **Warranty, Complaints, Liability**

1. A warranty period is each time determined by Galvanising Plant and the Ordering Party. In case of a failure to make such a determination, a period of 24 months shall be applicable.
2. The warranty period commences from the date of receipt of the goods from the Galvanising Plant.
3. The design changes to the elements made after galvanising result in a loss of rights to the warranty. The aforementioned also refers to the abrasive blasting the structure prior to the painting.
4. White rust and an occurrence of coating discolouration do not constitute grounds for a complaint.
5. In the case of the galvanised elements, and in particular at high temperature using the technology with centrifugation, a discolouration of the coating resulting from contact of the galvanised elements with flux and ash residues are not subject to the complaint.
5. The further structural changes to the galvanised elements and a change in the method of their use / working conditions of the structure / in relation to the original agreements result in a loss of the warranty rights.
6. In case of a detection of hidden defects during the further processing or processing, the Ordering Party is obliged to immediately enable the representatives of the Galvanising Plant to check the condition the goods.
7. The Ordering Party is obliged to report any defects promptly upon their detection in the written form, otherwise the latter shall lose the rights under the warranty.
8. The defects also include incompleteness of the elements collected after galvanising.
9. The Galvanising Plant is obliged to fulfil the complaint promptly.
10. If the repair as a part of the complaint encounters difficult to overcome obstacles, in particular caused by force majeure or any other reason that could not be avoided, or foreseen, in spite of exercising due diligence, the period specified in section 9 shall be extended and shall be agreed between the parties.
11. The damages to elements processed by the Galvanising Plant, resulting from the implementation of the galvanising service as a result of mechanical, chemical and electrolytic, in particular:
  - 1) damages caused during transport, loading, unloading, storage and assembly by the Ordering Party
  - 2) damages resulting from the use of inappropriate loads,
  - 3) damages to the coating caused by the subsequent application of another coating by another company are not covered by the warranty.
12. The warranty excludes either surface damages of the elements resulting from their excessively long storage by the Galvanising Plant.
13. The liability for damages of the Galvanising Plant in respect of all damages not listed in these of these Terms and Conditions of Sale is limited to 5% of the contract value commissioned to the Galvanising Plant by the Ordering Party.

## **§ 9**

### **Transport, Storage, Packaging**

1. The Ordering Party is obliged to transport the galvanised elements by the covered vehicles, featuring a canvas cover, in order to protect the structure from the harmful effects of such as moisture, mud, salt.
2. The Ordering Party shall store the freshly galvanised structures in a dry and airy place.
3. The Ordering Party shall not use the wet wood spacers. The wood traces shall not constitute a basis for a complaint.
4. The galvanised structures do not require special packaging.
5. In case of the so-called TOUR services, the Galvanising Plant is liable for the entrusted goods from the moment of the loading on the vehicle provided by the Galvanising Plant until the unloading of the galvanised structure from the vehicle of the Galvanising Plant in the place specified by the Ordering Party.

**§ 10**  
**Additional and Final Conditions**

1. The Galvanising Plant is not liable for any deformation / cracks / of the material, which have occurred as a result of material and welding stresses being released at the bath temperature /approx. 450°C/. The Galvanising Plant is either not liable for any deviations in dimensions and matching elements.
2. The Ordering Party is obliged to completely remove the explosives or flammable materials, if the delivered element / structure contains the aforementioned. Otherwise, the Ordering Party is fully liable for damages caused by its negligence.