REGULATIONS OF SAFE PERFORMANCE OF DELIVERIES
APPLICABLE IN FERRUM S.A.

1. Terms used in these Regulations of Safe Performance of Deliveries of FERRUM S.A. (hereinafter referred to as the "Regulations") shall have the following meaning:
   1) "FERRUM": FERRUM Spółka Akcyjna (joint-stock company) with its registered office in Katowice, entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by District Court Katowice-Wschód in Katowice 8th Commercial Division of the KRS under KRS number 0000063239, with share capital of 75,838,648.68 PLN paid up in full, having Tax Identification No. (NIP) 6340128794 and REGON statistical no. 272581760,
   2) "FERRUM Premises": facilities and area of the registered office of FERRUM at ul. Porcelanowa 11 and ul. Hutnicza 3 in Katowice,
   3) "FERRUM's Customer": entities with which FERRUM entered into a contract of sale and/or purchase of goods or pipe insulation service provision
   4) "Prohibited Substances": alcohol, psychotropic substances, drugs or other substances with a similar effect.

2. The Regulations set out rights and obligations of FERRUM and entities:
   a) FERRUM's Customers, including their employees and co-workers who perform an acceptance or delivery of goods to/from FERRUM with own or leased means of transport,
   b) subcontractors and contractors of FERRUM's Customers whom FERRUM's Customers on their own entrusted with making an acceptance or a delivery of goods from/to FERRUM;
   c) subcontractors and contractors of FERRUM who perform deliveries or an acceptance of goods from/to FERRUM to the order of FERRUM;
   hereinafter referred to as the "Supplier".

3. The Regulations apply to any contracts entered into by FERRUM on sale and purchase of goods and contracts entered into by FERRUM for pipe insulation service provision, including with subcontractors and contractors for an acceptance and delivery of goods to the order of FERRUM.
4. Full liability for damage to persons or property incurred by FERRUM or third parties in relation with carrying out deliveries or acceptances of goods from/to FERRUM by entities:
   1) specified in Section 2(a) and (b) of the Regulations shall be borne by FERRUM's Customer,
   2) specified in Section 2(c) of the Regulations shall be borne by FERRUM's subcontractors and contractors, accordingly.

5. On FERRUM's Premises every Supplier shall in all circumstances adhere to the Regulations, the commonly applicable Polish laws (including road traffic regulations) and the Health and Safety rules.

6. The Supplier shall be obliged at all times:
   a) to use for deliveries only vehicles, devices and equipment in good operating condition, meeting all safety standards and having complete accessories and third party liability insurance,
   b) for carrying out deliveries, to employ only employees, co-workers and agents having relevant and required by law professional qualifications and licences, valid medical certificates and the Health and Safety training,
   c) prior to commencing deliveries, to report to a manager of FERRUM's organisational unit for which a delivery is to be made for the purpose of receiving a briefing and consent for doing the delivery,
   d) in special situations, at the FERRUM's discretion, to undergo a Health and Safety training held by FERRUM's Health and Safety Office,
   e) to ensure proper and legible condition of a registration number of a vehicle, allowing to read and verify it,
   f) to use within FERRUM's Premises vehicles fitted with light an acoustic reversing signalling devices,
   g) to mark permanently and clearly vehicles, machines, devices and systems with relevant parameters, among others, permissible load, unladen mass, carrying capacity, range, pressure and temperature,
   h) to provide its employees and co-workers with personal protection equipment and enforce its use, among others: safety helmet with a chin strap, protective eyewear (1st optical class), protective footwear, working clothes, a high-visibility vest or protective clothing meeting the requirements of the 2nd reflectivity class and other used
protection equipment - always mandatorily worn when staying outside a vehicle cab in FERRUM’s Premises,

i) prior to making a delivery from/to FERRUM, to provide FERRUM’s representatives indicated in a contract with the following data identifying representatives or co-workers of the Supplier: name, identity card number, PESEL identification no., vehicle, registration plate number,

j) before entering FERRUM Premises, to notify FERRUM’s security office located within FERRUM’s Premises about its employees and co-workers for the purpose of obtaining the document of a single pass for entering and moving around the FERRUM’s Premises,

k) to apply all driving rules, precautions and safety measures when the Supplier is driving within FERRUM’s Premises through unmanned level crossings;

l) to adhere to all road signs and markings concerning construction works performed within FERRUM’s Premises,

m) to carry out actions related with preparation of a semi-trailer for loading and/or unloading prior to entering the point of loading/unloading, and make unloading and loading only in the designated zone within FERRUM’s Premises and in the designated time, after prior consultation with the security office and the Logistics Department of FERRUM,

n) to check safeguards of a cargo against moving and visually assess it,

o) after completing loading and/or unloading, to confirm an acceptance and/or a delivery of goods from/to FERRUM and receive relevant shipment documents,

p) before leaving from FERRUM’s Premises, to allow to inspect the cargo by FERRUM,

q) immediately report to FERRUM’s security office any incidents, accidents, potential accidents and threats to health, life and environment occurred within FERRUM’s Premises,

r) to conduct a post-accident procedure in the case of an accident and allow FERRUM’s representatives to be present during the post-accident procedure, and make post-accident documentation available to it,

s) to mark appropriately the object of a delivery in case it poses or may pose a threat to life, health or the environment,

t) to obtain relevant administrative permits concerning transport (including transport of hazardous goods in line with the ADR),
u) to present valid decision of the Office of Technical Inspection about admission of a vehicle for use and approvals of utilised accessories (if required), in case equipment subject to technical inspection is used or other equivalent documents issued by relevant authorities in the country of registration of the vehicle (applies to international transport).

7. Within FERRUM’s Premises Suppliers are forbidden:
   a) to leave vehicles, machines, devices and equipment with an engine turned on or in other state enabling their uncontrolled movement or operation,
   b) to use a mobile phone or other means of communication while driving, performing operational activities or activities related with a delivery,
   c) to smoke cigarettes, consume the Prohibited Substances or any other drugs or substances decreasing concentration,
   d) to wash vehicles, machines, devices and systems, and carry out servicing or repairs
   e) to drive with a raised load bed,
   f) to stop outside designated places,
   g) to remove failures outside designated places and without FERRUM’s consent,
   h) to carry persons in load beds and in places which are not intended for it, including in a vehicle cab when there are insufficient seats,
   i) to exceed the speed set by FERRUM, that is 20 km/h,
   j) to commence unloading or loading before the Supplier is informed about a place and time,
   k) to make loading or unloading with use of additional mechanised equipment without obtaining FERRUM’s written consent,
   l) to start up and operate FERRUM’s devices,
   m) to take photographs, record, copy or reproduce FERRUM’s documents,
   n) to drop litter, discharge or store substances which may lead to pollution or contamination.

8. FERRUM reserves the right to verify and control the Supplier’s possession of a valid third party liability insurance in the field of conducted activity for the entire period of carrying out a delivery, for the minimum insurance amount:
   a) gross remuneration resulting from a contract of sale and delivery concluded by FERRUM with FERRUM’s Customer in the situation outlined in Section 2(a) of the Regulations,
b) the value of a delivery set out in a contract of delivery in the situation detailed in the
Section 2(b)-(c) of the Regulations.
9. The Supplier shall ensure that every person directly or indirectly engaged by it for
making a delivery undergoes a test for the presence of the Prohibited Substances. Tests for
the presence of the Prohibited Substances are carried out by persons authorised by
FERRUM, in accordance with the alcohol testing rules applicable in FERRUM. In the event
FERRUM requests that a person underwent a test and the person refuses to be tested, such
a person will be deemed to be under the influence of the Prohibited Substances. In case
any person engaged by the Supplier is found to consume the Prohibited Substances or to
be under their influence or is deemed to be under their influence as described above, the
Supplier shall immediately remove such a person from FERRUM’s Premises, furthermore,
FERRUM shall be entitled to order substitute performance at the risk and expense of
FERRUM’s Customer (Section 2(a) and (b) of the Regulations) or directly FERRUM’s
subcontractor or contractor (Section 2(c) of the Regulations). Any costs related with the
necessity of ordering substitute performance, including any penalties, shall be borne by
FERRUM’s Customer or FERRUM’s subcontractor/contractor, accordingly.

10. Non-compliance with the provisions of the Regulations and a breach of any of the
above rules entitles FERRUM to impose on:
1) FERRUM’s Customer in the situation outlined in Section 2(a) and (b) of the
 Regulations,
2) FERRUM’s subcontractors and contractors in the situation described in Section 2(c) of
 the Regulations

a penalty in the amount of 1,000.00 PLN (in words: one thousand PLN) for each
breach. Moreover, FERRUM shall be entitled to claim damages exceeding the
amount of the penalty provided for above.

11. The Regulations are available at the website www.ferrum.com.pl

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Rejestracja Sąd Rejonowy w Katowicach, Wydział VIII Gospodarczy, KRS 0000063239, Kapitał zakładowy w całości włożony 75.838.648.68 PLN