

**GENERAL COMMERCIAL TERMS AND CONDITIONS FOR GOODS, WORK, SERVICE PURCHASE (hereinafter only „purchase subject” or “PS“)****I. General provisions**

- General commercial terms and conditions (hereinafter „GCTC”) for PS apply for all **Orders**, which the Order Party concludes with another contracting party (hereinafter only „Supplier”) in order to purchase PS.
- Unless the parties agree in writing otherwise, the application of general commercial terms of another Party or any other general commercial terms and conditions is hereby expressly excluded.
- Derogating arrangements regulated in the Order take precedence over the wording of these GCTC.
- Provisions of INCOTERMS 2000 issued by the International Chamber of Commerce in Paris shall be decisive to clarify the clauses stated in the Order.
- These GCTC are in compliance with the provision of the Section 273 of the Act No. 513/1991 Coll. of the Commercial Code as amended (hereinafter only „Commercial Code”) as an integral part of the Order issued by the Order Party.
- Pursuant to the GCTC, the Order (Contract) shall be considered concluded:
  - on the day of signing a written copy of the contract covering the scope of the PS by both contracting parties, or
  - on the day of the written order confirmation (without reservations) receipt by the Supplier (fax, email, letter), or
  - upon the Supplier's commencement of the performance (also implied) based on the Order received.

**II. Subject of performance**

- The Supplier's obligation is to deliver the PS to the Order Party and transfer the PS ownership right onto the Order Party and the Order Party's obligation is to pay the Supplier for the proper delivery or performance.
- The Supplier is bound to deliver the PS in accordance with the agreed specifications stipulated in the Order unless subsequently modified otherwise in writing by both parties.
- Unless otherwise agreed by the parties, the Supplier shall not be entitled to any partial fulfillment of the subject matter of the Order. Delivery of smaller/larger quantity of the PS than agreed in the Order shall be considered as the substantial violation of the Order (contract).

**III. Price, currency and payment conditions**

- The purchase price is arranged pursuant to the Act No. 18/1996 Coll. on Prices as amended. The arranged price is stipulated in the Order, excluding VAT. This amount shall be subject to VAT pursuant to the applicable legislation. Unless stated otherwise in the Order, the Supplier's costs for the PS packaging, its transport to the delivery spot as well as other costs related to the supply and delivery of the subject matter to the delivery spot as stipulated in the Order are included in the PS price.
- After the Order Party receives and accepts the PS delivery the Supplier acquires the right to issue an invoice with an attachment which shall include all documents proving the PS fulfillment (delivery note, list of work done, acceptance certificate, etc.) signed by both contractual parties.
- The Supplier is bound to issue the invoice at least **7 days** as of the taxable transaction (PS acceptance by the Order Party) and at the same time deliver the invoice to the Order Party **within 3 business days** from the issuance of the invoice, otherwise the Order Party is entitled to claim a contractual penalty at the amount as interpreted in the Article X Paragraph 1 of the GCTC.
- The invoice shall contain all terms within the meaning of the applicable legislation (mainly Act 222/2004 Coll.) and required Order Party's data (order reference, job number, marking of the construction stated in the order) with all the documents proving proper delivery of the PS. Should the invoice lack the above-mentioned terms the Order Party shall be entitled to return the invoice without settling the payment. The legitimate invoice return shall result in the termination of the due period, which shall yet be consequent upon the day of a new (corrected) invoice receipt.
- The invoices (advanced, partial, final) and corrective invoices are due within **90 days** as of the day of the receipt by the Order Party. The day on which the amount due is debited off the Order Party's account in favor of the Supplier's account is considered the day of settling the financial liability. The Contractor expressly declares that it agrees with the stated maturity term without reservation.
- Technical documentation, specifications and clearances on conducted tests, used material and other records, if required by the Order or relevant regulations and standards must be submitted in order for the invoice to be settled. The Order Party shall pay the Supplier the purchase price in the agreed currency by means of a transfer order.
- The Supplier may not transfer its rights or claims resulting from the Order without a previous written consent of the Order Party. Otherwise, the transfer is void and the Supplier is obliged to pay the Order Party a contractual penalty 100% of the value of the transferred right or receivable.

**IV. Performance place and deadline**

- The deadline is referred to in the Order. The change of the deadline can be made only upon a mutual agreement of both contractual parties.
- The supplier is bound to deliver the PS to the Order Party **at the place** as agreed upon in the Order. Should the place be not agreed upon in the Order, the Supplier must deliver the PS at the Order Party's registered seat.
- The Order Party is not obliged to accept the PS prior to the arranged deadline. The Supplier must notify the Order Party about the delivery time of the PS at least 3 business days in advance.
- The Order Party is entitled to continuously inspect the PS performance. If found out that the Supplier performs the PS in conflict with its obligations the Order Party has a right to request that the Supplier eliminate the defects resulting from the unsatisfactory PS performance and demand that the PS be performed properly.
- Should the Supplier fail to meet the obligation even within the reasonable period of time set for such purpose, the Order Party has the right to withdraw from the Order.
- Failure to meet the deadline of the PS delivery shall be considered as a substantial violation of the Order and these GCTC.

**V. Transfer of ownership and damage risk**

- The ownership and damage risk transfer onto the Order Party at the moment of the PS delivery and acceptance and based on signing the acceptance certificate/delivery note by both parties.

**VI. PS acceptance and PS tests**

- The acceptance certificate/delivery note/list of work done in writing signed by agents of both contractual parties shall be a document confirming the PS fulfillment.
- No sooner than upon the PS acceptance by the Order Party is the Supplier obliged to submit the documents to the Order Party, which are necessary for the PS acceptance and use (technical documentation, operating and maintenance instructions, safety data cards, etc.). The documents shall be elaborated in the Slovak (or Czech) language unless agreed otherwise.
- Should the legislative or the Order stipulate so, the Supplier is obliged to conduct tests or technical inspection on the PS prior to its delivery (hereinafter only „tests”) in order to investigate whether or not the quality requirements are met. The Supplier is bound to submit the results of such tests to the Order Party. If the contractual parties agree on the participation of the Order Party in the PS tests the Supplier must inform the Order Party about the date and place of the PS tests performance, however, not later than 7 days prior to the scheduled test dates. The Supplier bears the costs related to the PS tests. The costs related to the Order Party's or his/her authorized agent's presence at the tests fall under the responsibility of the Order Party. Executing the tests with the participation of the Order Party does not release the Supplier from the responsibility for any defects detected after the PS delivery.

**VII. PS defects and claims from PS defects**

- The Supplier is bound to deliver the PS in the quantity, quality and form so as to comply with the Order or applicable law, standards. Otherwise, the PS is defected for which the Supplier assumes the responsibility pursuant to the relevant provisions of the Commercial Code of the Slovak Republic.
- The Supplier is responsible for the fact that the provided PS does not show any legal errors and that any third parties shall not pursue claims resulting from the copyright or trademark rights infringement, or other similar rights infringement. The PS Supplier shall bear liability for legal errors under the Section 433 et seq. of the Commercial Code. Claims for any PS defects do not affect the claims for the damage compensation or contractual fine.
- Pursuant to the provisions of the Section 564 of the Commercial Code, the provisions of the Section 436 to 441 of the Commercial Code apply accordingly to the claims of the Order Party.

**VIII. Quality guarantee**

- Under the quality guarantee of the PS the Supplier undertakes that the delivered PS will be fit for the use of agreed or usual purpose and will retain the agreed or usual properties for the set period of time (warranty period).
- Unless agreed in writing otherwise, the warranty period begins to run from the date of the written receipt of the PS by the Order Party and ends 24 months after the PS delivery to the end user.
- The defects of the PS which are detected during the warranty period shall be removed by the Supplier within the period as agreed in writing with the Order Party, otherwise within 10 days from the receipt of the written claim sent by the Order Party.

**IX. Environmental protection, quality**

- Provided that the PS containing chemical substances or preparations are the subject matter of the Order, the Supplier is bound to provide the Order Party with a safety data card as in compliance with the specific legislation.
- In case the Supplier declares the property of implemented Quality Management System (certified or uncertified) the Supplier, at the Order Party's request, is to allow the Order Party's authorized employees to perform an audit so as to verify the compliance of the operations with the system during the contract performance and after the performance during the evaluation process of suppliers. The Order Party is also entitled to request that the Supplier provide for an audit to inspect whether or not the manufacturer maintains constant production quality. In case the manufacturer fails to facilitate the audit, the Order Party has a right to require the PS of the same specification from a different manufacturer or refuse another PS from this particular manufacturer.
- Should the Supplier perform the contractual activities, which require functional quality management system, the Supplier shall allow the Order Party's staff access in order to inspect and examine the PS and the documents related to the PS. The Supplier is obliged to maintain orderly records, which contain accurate and complete information related to the performance as specified in the Order. The Supplier undertakes to retain the documents, which concern the activities of the supply subject matter in such a way so as to prevent from their damage, loss or destruction. In the event of sub-supplies the Supplier is obliged to transfer the Order Party's requirements onto the subcontractors.
- The Contractor is obliged to comply with all generally binding legal regulations to ensure occupational safety and health protection at work, to ensure fire safety regulation and to ensure environmental protection regulations and regulations against illegal working.

**X. Contractual penalties**

- If the Supplier fails to meet the deadline as referred to in the Order or remove the defects of the PS within the agreed time period the Order Party is entitled to request a contractual penalty of 0.1% of the total purchase price for the PS stipulated in the Order for each and every day of the delay. The same applies in the event of non-delivery or late delivery of the documents, which are essential for the PS acceptance or usage, or any other documents the Supplier is bound to submit to the Order Party.
- The payment of the contractual penalties does not relieve the Supplier from the obligation to deliver the PS or submit the documents specified in the Order.
- The application of the contractual penalty is without prejudice to the Order Party's claim for the damages caused by the Supplier's breach of its contractual liabilities.

**XI. Circumstances excluding liability**

- An impediment which has occurred independently of the will of a liable party and prevents the party from fulfilling its obligation is considered a circumstance excluding liability providing it cannot be reasonably assumed that the obligated party could avert or overcome that obstruction or its consequences or anticipated this obstacle at the time of the commitment.
- However, liability is not excluded if the obstacle occurred at the time the liable party was in delay to meet its liabilities or as a result of its economic situation. Common economic, commercial and entrepreneurial risks, fire, strikes, labor unrests and lack of raw materials are not considered the circumstances excluding liability either.
- The management of the circumstances excluding liability must be made without undue delay after the liable party has learnt about the obstruction or could have learnt upon due diligence, however, not later than 10 business days. Upon failure to meet the reporting obligation the liable party is bound to compensate the damage, which could have been prevented by timely communication.
- If the circumstances excluding liability last longer than 3 months either party is entitled to withdraw from the Order unilaterally.

**XII. Withdrawal from the Order and contract termination**

- The Order may be withdrawn except for the cases stipulated in the Civic and Commercial Code, or these GCTC also in the case of:
  - the Supplier is in delay with fulfillment of its obligations stated in the Order (including partial deadlines) for more than 3 business days,
  - in the Order Party's opinion, the delivered PS fail to meet the agreed quality parameters, and in this case the Order Party's claim for contractual penalty and compensation are not affected by termination.
- The withdrawal from the Order must be sent to the other party in writing. The withdrawal becomes effective as of the date of receiving the written notification by the other party.

**XIII. Final provisions**

- All the agreements, written and oral, concerning the negotiations about the Order between the contractual parties become void the day the Order is concluded. In the event that any provisions of the Order become void, illegal or unenforceable in any respect, the validity, legality or enforceability of other provisions of the Order and GCTC shall not be affected in any way.
- Orders as well as rights and liabilities arising therefrom, including the assessment of their validity and the consequences of their possible invalidity shall be governed and interpreted in accordance with and pursuant to the substantive law applicable in the Slovak Republic. Legal relations neither regulated in the Order nor in the GCTC shall be governed by relevant provisions of the Civic and Commercial Code of the Slovak Republic.
- The contractual parties agreed that all disputes arising from or connected with the Order shall be preferably settled by a mutual agreement. In the absence of an agreement the disputes shall be settled by a competent court in accordance with the procedural rules effective in the Slovak Republic but according to the Order Party's place of residence.
- The contractual parties shall proceed in settling their tax obligations in accordance with the applicable law of the state in which they are residents and with the applicable international law excluding the possibility of assuming the tax liability for the business associate.