

Contract no.

General Business Terms Duslo, a.s. Šaľa

Article 1 - General provisions

These general business terms /hereinafter as GBT/ adjust relationship between the Purchaser and the Seller in according to general obligatory regulations valid in Slovak Republic. In case of a dispute of provisions in GBT with purchasing contract / hereinafter as PC/, which are part of the purchasing contract, provisions in the purchasing contract have priority.

Article 2 - Payment

For this PC applies fixed price agreed in accordance with valid legislative regulations, which is valid while all conditions are met under this contract, GBT and under agreed delivery conditions in accordance with INCOTERMS 2010

Article 3 - Delivery and date of delivery

1. The delivery is considered as realized after its delivery in amount, term and parity as it was agreed in this PC, while the Seller is obligated to deliver with the delivery also documents required by PC.
2. The Seller notify if required by delivery in the day of expedition by fax, phone, email.
3. After realization of delivery, the Seller will immediately send documents to the Purchaser, which are inseparable part of the delivery /invoices, bill of lading, analyses certificate, attests, safety card in Slovak language/.
4. The term of delivery is binding. Default on this term is possible reason for withdrawal from the contract by the Purchaser. Before mentioned is not applying for default on delivery due to a force majeure, as a force majeure is considered mainly natural catastrophe, nature disaster, war and others. As a force majeure is not considered strike at the Seller and/or its suppliers, default and/or delay of the fulfilment of the Seller's obligations, as default on import/export approval. If the duration of a force majeure is longer than 2 months, the Purchaser is eligible to withdraw from the contract. Default on agreed terms of exchange of defect goods for non-defect goods is also a reason for withdraw from the contract in the part of default fulfilment of the contract's subject.
5. The Purchaser is obligated to takeover goods in time, location and manner as it is agreed in this contract. If the Purchaser is not able to fulfil the term, the Purchaser shall notify the Seller at least 7 working days prior to date of expedition.
6. Location of fulfilment is, if it is not agreed otherwise, Duslo, a.s. Šaľa.

Article 4 - Payment method

1. The Seller's right to issue an invoice arise by date of fulfilment its obligation to deliver goods in terms of agreed contractual conditions, while the invoice due date is 60 days from the receiving of duly issued invoice for non-defect fulfilment by the Purchaser, while in the contract is not stated other time period. The Seller is eligible and also obligated to invoice the purchasing price of goods (its parts) on the day of realization of taxable supply /by delivery of goods/ and the issued invoice shall be submitted to the Purchaser in 7 days from realization of taxable supply. If the Seller do not fulfil the above mentioned obligation or the Seller states on the invoice due date shorter than is stated in the first sentence of this paragraph, than it is valid that the minimal period of due date shall be at least 10 days from the submit of invoice by the Seller to the address of the Purchaser.
2. The invoice will have appropriateness of tax document in terms of valid legislative regulations, mainly PC number, name and address of the Seller and the Purchaser, date of fulfilment and invoice send-off date and its due date, whole invoiced amount, marking of financial institute and bank account number where will be the payment realized and others in accordance to Law no. 222/2004 Coll. on VAT as amended. The Purchaser is eligible to return the invoice if it is containing wrong data. The Purchaser together with return invoice shall mention the reason of the return. By returning of the invoice the validity of a due date is ceased. The Seller is obligated to correct the invoice or to develop new one. The whole due date start running from the delivery date of corrected invoice or new invoice on address of the Purchaser. The Seller declare that: - the Seller is fully aware of its obligation to pay VAT to tax administrator and it undertakes to duly pay VAT, in time and in correct amount from the subject, - it is in good economic condition and it is not a person against which was caused execution proceeding, bankruptcy or restructuring proceedings, it has not lawsuits in which the failure shall lead to liabilities which fulfilment will not be possible or will lead into economic destabilization of the Seller, - it is not a person endangered by bankruptcy or restructuring proceedings, - it duly and timely fulfil all its payables and did not arise reasons for cancelation of registration under Sec. 81 para. 4 letter b) second point of Law on VAT - it is not kept on list of VAT payers, against whom arise reasons for cancelation of registration, kept in file by Financial directorate of Slovak republic - the Seller's account, which is stated for commercial operation under this contract in heading of this contract it is an account which reported locally and functionally to the relevant tax administrator. The Seller undertakes to pay a contractual penalty in amount of 30% from purchasing price of goods, if it do not notice the Purchaser within 10 days that arise facts which shall directly or indirectly affect the above mentioned provision or shall have direct or indirect impact on content of above mention provision. By paying of the contractual penalty is not affected the right of the Purchaser for compensation of a damage caused by violation notification obligation of the Seller. The contractual penalty is not counted as a damage compensation.

Article 5 - Penalties

1. For default on delivery term resp. delivery of defect goods, the Seller will pay to the Purchaser a contractual penalty in amount 0,03% from the whole price of contractual subject for each day of delay with date of delivery, minimal 50,- EUR with declaration: The Seller declare that consider the contractual penalty as adequate in term of value and importance of secured obligation resp. in case of delivery of defective goods till non-defective goods will be delivered, resp. fix of returned defects, by this is not affected the right for a damage compensation.
2. For default on due date of invoice is the Purchaser obligated to pay to the Seller interest from late charge in amount 0,03% from invoiced amount per each day.

Article 6 - Responsibility for defaults - guarantee of quality

1. General warranty period is 24 months, if was agreed otherwise and it starts from date of goods delivery.
2. During the warranty period, the Purchaser have the right to apply a claim from goods defects in accordance with valid legislative regulations. Complaint and choice of claims from goods defects will apply the Purchaser at the Seller in writing immediately after finding of defective goods.
3. The seller is obligated, without delay and free of charge, to remove complaint defects of goods.
4. During warranty period is the Seller responsible for that the subject of the contract is high quality and correspond to the requirements of this contract, STN as well as

The contract was prepared and review by:

Tel:

E-mail:

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protection requests of environment.

5. Justifiability of complaint and term of the failure correction will be in case of a need as a matter of priority solved by agreement. In case of refusal of complaint and following non-solving of dispute in a conciliation procedure, relevant court according address of the Purchaser will decide about justification of the complaint.

6. In case that it is not possible to remove a failure or due to a largenumber of smaller failures it is not possible to properly use the subject of the contract, the Purchaser shall have right to require an adequate discount from the price of a goods or alternative fulfilment ora withdrawal from the contract.

7. By this is not affected the right for damage compensation, which occurs due to impossibility of a proper usage of the subject.

Article 7 - Other proposals

1. The Purchaser is obligated to use goods specified in the contract only for the purposes mentioned in the contract. In case of breach of this obligation, the Seller shall have right to immediately withdraw from the contract. The Purchaser is obligated to compensate a damage including a lost profit caused by breach of this obligation (it is valid in case if it was agreed a restriction for the goods usage). The Seller is obligated to mark an origin of the goods.

2. Each of contractual parties is obligated to notify without undue delay the other party about circumstances that may endanger fulfilment of this contract.

Article 8 - Final provisions

1. The contractual parties agreed that this contract shall be modified and amended only by written amendment agreed by both contractual parties , besides cases stated in GBT or in the contract for one-sided acts.

2. The contractual parties agreed that their mutual relationship which are not covered by this contract are governed by general legislative regulation of Slovak Republic. In case that the Seller have not the headquarters or the place of business in Slovak Republic, the contract is governed by relevant provisions of Law no. 513/1991 Coll. Commercial Code as amended, and possibly by other relevant legislation regulations which are valid in Slovak Republic with an exception of the Vienna Convention on Contracts for the International Sale of Goods from 11 April 1980 (CISG) and the conflict rules.

3. The contractual parties agreed that all the disputes will solve by settlement. And only after depletion of this option shall any of contractual parties address local court. If the Seller have not the headquarters or the place of business in Slovak Republic but within EU (besides Denmark), then contractual parties agreed that accordance provision of the section 7 Council Regulation (ES) no. 44/2001 on Jurisdiction, recognition and enforcement of judgments in civil and commercial matters as amended authority of Slovak court for dealing of the disputes arising from this contract.

4. The contractual parties agreed on alternative way of delivering of writings designated for other contractual party, and also for cases, if a recorded delivery contains legal acts with an aim of modification or termination of a contractual obligation. Based on the agreement on alternative delivery, the writing is considered as delivered when it was delivered by post office to address of an addressee, and by vain expiration of a storage period at a post office, or by date of its return tothe other contractual party, if the writing is returned due to its non-deliverability or a refusal to take over of the delivery.

5. If some of the regulations of this contract and/or GBT will become due to change of legislation invalid, it will not cause termination of whole contract or GBT and the contractual parties are obligated to substitute ineffective, resp. invalid provisions by a new provisions within 10 working days, if it is not agreed otherwise.

6. The Seller shall not transfer rights and obligations of this contract, as well as transfer of a claim which arisen from the contract to a third party without written consent of the Purchaser.

7. This contract becomes effective on date of its signature by both contractual parties