

## GENERAL COMMERCIAL TERMS AND CONDITIONS

for Sale of the Goods by DS Smith Turpak Obaly, a.s., with its registered office at Robotnícka 1, 036 80 Martin, Company Registration Number: 31 562 116, VAT Registration Number: SK2020431864

### Article I

#### Introductory Provisions

- (1) These General Commercial Terms and Conditions (hereinafter referred to as "GCTC") are issued in accordance with the provision of the Article 273 of the Commercial Code as amended, and regulate contractual relations between the company of DS Smith Turpak Obaly, a.s., with its registered office at Robotnícka 1, 036 80 Martin, Company Registration Number: 31 562 116, registered with the Commercial Register of the District Court in Žilina, Section Sa, Insert No. 79/L (hereinafter referred to as "Seller") and physical entity, legal entity and other legal subjects, which are entrepreneurs buying the Goods from the Seller in order to perform their business activity, and on the other side (hereinafter referred to as "Buyer"), that are concluding Contract of Sale or General Contract of Sale (hereinafter referred to as "Contract"). The Subject of the Contract is purchase and sale of corrugated board and packaging from corrugated board, wall corrugated board produced and delivered by the Seller and production, alternatively provision of cutting tools and printing photopolymer plates, which the Buyer leaves to the Seller for the specified period of time for free to use.
- (2) Prior to the conclusion of the Contract, the Buyer is obliged to inform the Seller about the GCTC. These GCTC are valid for all Contracting relations between the Seller and Buyer relating to sale of the Goods and free borrowing of the particular Goods namely until the conclusion of the Contract between the Seller and the Buyer (hereinafter referred to as "Contracting Parties"). By concluding the Contract, the Buyer shall be bound by these GCTC and expresses agreement with them. The GCTC further specify the rights and obligations of the Contracting Parties. These GCTC are duly published on external web repository of the Seller, or are provided in a different form.
- (3) By the conclusion of the Contract the Contracting Parties shall accept that their mutual commercial relationship shall be governed by the provisions of the Contract and these GCTC. Any relations between the Contracting Parties, which are not regulated by the Contract or these GCTC shall be governed by the relevant provisions of generally binding legal regulations of the Slovak Republic /especially Act No. 513/1991 Coll. of the Commercial Code as amended (hereinafter referred to as "the Commercial Code")/ and Act No. 40/1964 Coll. of the Civil Code as amended (hereinafter referred to as "the Civil Code").
- (4) The GCTC shall be an integral part of all Contracts concluded among the Contracting Parties. Derogated provisions of the Contract shall prevail over the provisions of the GCTC.
- (5) Any deviations from the GCTC shall be agreed between the Contracting Parties in the written form, otherwise they are considered as void.
- (6) The Seller is entitled continuously to update or modify the GCTC. All changes, additions, or Full version of the updated GCTC shall the Seller always issue in written form and appropriately publish on its website.
- (7) In case of invalidity of any provision of the GCTC or the Contract, their other provisions will not be affected by the nullity. The Contracting Parties shall replace the particular invalid provision of the GCTC or the Contract by a new provision which most closely approximates the intention of the Contracting Parties agreed during conclusion of the Contract.
- (8) If provisions of these GCTC specify the written form for a certain action, it shall be deemed to be observed even if the act was made in electronic form.
- (9) After acceptance of these GCTC, for the future, all legal relations between the Contracting Parties shall be governed by the particular GCTC until such time when one of the Contracting Parties notifies the other Contracting Party in written form that it does not want to continue to be bound by the GCTC. The notification shall come into effect on the day of delivery of the written notice.

- (10) Any other terms and conditions contained in the GCTC of the Buyer, form contracts, receipts, etc., which sends the Buyer with the Order, confirmation of a offer etc. are not included to the content of the Contract under any circumstances, even without the express rejection by the Seller. Any other terms and conditions to be proposed by the Buyer shall be valid and effective for the Contracting Parties only if they expressly agreed in writing by the Seller, respectively become a part of the Contract.

## **Article II**

### **Order and Conclusion of the Contract**

- (1) Order (as per the GCTC) means a unilateral legal act by the Buyer forwarded to the Seller with the aim to obtain from the Seller the Ordered performance (hereinafter referred to as "the Goods")
- (2) A dispatched Order is considered as a draft of the Contract. A revised Order by the Seller is considered as counterproposal of the Contract.
- (3) The Buyer shall be obliged to send the Order to the Seller in written form by post, fax or via e-mail, and the Order shall contain the following information:

a/ Identification data of the Buyer: trade name, registered office/seat, Company Registration Number, Tax Identification Number, bank connection, the person authorized to negotiate about receipt of the Goods

b / Subject of the Order: quantity, size, customer marking, number of printing (name of the printing), type (kind, quality) of the ordered Goods, packaging methods, type of service

c / Required time of the performance, or date of the delivery, terms of delivery

d/ Dimensions: data related to all packaging from corrugated board indicate interior sizes – respectively: length, width, height. Data related to wall corrugated board – the first dimensional data is always connected with the direction of flute. All dimensions are listed in mm.

(4) To the Order, which was applied to the Seller for the first time, the Buyer shall submit a copy of the record from the Commercial Register (not older than 3 months). If the Buyer is not registered with the Commercial Register, then the Buyer shall submit a copy of its Trade License (not older than 3 months). The Buyers shall always submit a certificate of VAT registration (if the Buyer is liable to pay VAT). The Contracting Parties may agree otherwise.

(5) On the basis of the confirmed Order, the Seller undertakes to deliver the Goods to the Buyer as per the Order properly and on time. Confirmation of the Order, even in the form of a counterproposal, is allowed to be made by electronic or other agreed means.

(6) The Buyer is bound by the dispatched or accepted Order as well as by the concluded Contract with the Seller, and it is not entitled to unilaterally cancel them, unless the Contract or these GCTC state otherwise.

(7) The Contract of Sale shall be concluded upon the Order submitted by the Buyer and under the confirmation of the Order by the Seller or by the confirmation of the counterproposal by the Buyer. Only the Buyer's Order itself and the confirmation of the Order by the Seller, or the acceptance of the counterproposal by the Seller, are grounds for a conclusion of the Contract.

(8) If a General Contract of Sale between the Contracting Parties is concluded, than the Contracting Parties, during the duration of its validity and effectiveness, will not conclude any mutual written Contracts according to the previous paragraph. Those are considered as closed by provision of the performance as per written Order of the Buyer, confirmed by the Seller.

(9) The Contracting Parties shall be obliged to notify each other mutually of any change in their identification data, namely at latest within 30 days of the event giving the particular change.

(10) The Buyer is always responsible for the content of the Order, or for the content of the Contract of Sale in the part concerning the Order of the specific Goods and the Seller delivers the Goods according to the Order placed by the Buyer.

(11) The person accepting the GCTC declares that he is duly authorized, empowered or delegated by an authorized person to accept the GCTC and to conclude this Contract of Sale. In case of the falsity of this statement the person accepting the GCTC shall be responsible for any possible damages incurred due to conclusion of an invalid Contract of Sale or invalid Contracting terms and conditions agreed under this proposal.

### **Article III**

#### **Purchase Price, Terms of Payment**

(1) The amount of the purchase price is agreed within the Contract. If the amount of the purchase price is not agreed in the Contract, it shall be specified in the Order by agreement of the Contracting Parties. Unless the Contracting Parties agree otherwise, the price is listed excluding VAT.

(2) If during the duration of the Contract performance (or confirmation of the Order) any increase in price of raw material more than 5% occurs, than the Seller may increase the agreed price. The Seller shall notify the Buyer of the price increase without any delay. In case that the Buyer does not agree with the increased purchase price, the Buyer may withdraw from the Contract, however the Buyer must pay the originally agreed price for the Goods already produced.

(3) In case of change of the purchase price of an unconfirmed Order, the Seller shall inform the Buyer about this change. If this situation occurs the Buyer is entitled to cancel the Order. If the Buyer does not cancel the Order within 5 days, it is assumed that the Buyer agrees with the altered price, and the Seller shall send the confirmed Order to the Buyer. Then the Buyer is not allowed to cancel such confirmed Order.

(4) The price of products does not include pallets, pallet lids and protective plates. These shall be invoiced for each delivery separately using prices as per actual price list of the Seller, unless the Contracting Parties agree otherwise in written form.

(5) Upon the Order of cutting tools and printing photopolymer plates, the Buyer shall expressly authorize the Seller, unless agreed otherwise in writing, to provide and also to order, as well as accept the cutting tools and printing photopolymer plates from a third subject under a special price calculation. Consequently, after receipt of cutting tools and printing photopolymer plates by the Seller, a particular agreed price shall be invoiced in the form of a separate invoice by the Seller. Price for the cutting tools and printing photopolymer plates is not a part of the price of the product. The place of delivery of the cutting tools and printing photopolymer plates from the third subject is the seat of the Seller, alternatively other place, which will be specified by the Seller. By acceptance of cutting tools and printing photopolymer plates by the Seller, the Goods shall be at the Seller's disposal, whereas the Buyer shall abandon the particular Goods to Seller for free use for the period of time of two (2) years since the day of the receipt of the Goods by the Seller, unless agreed other time period. By ordering the Goods for which the particular the cutting tools or printing photopolymer plates are used, it always shall start new period of two (2) years as per the previous sentence. After duration of the time period of free use of the cutting tools and printing photopolymer plates, the Buyer shall be obliged to take over the particular Goods from the Seller. In case, that the Buyer the particular Goods does not take over within 30 days since the expiration of the time period of the free use, the Seller shall be entitled to dispose of the uncollected Goods at the Buyer's expense, namely without any other claims of the Buyer to the Seller. The Buyer is not entitled to receive any recompense, alternatively other claims for the using and consequent potential liquidation of the cutting tools and printing photopolymer plates by the Seller. The Seller is responsible for any damages caused on the cutting tools and printing photopolymer plates, however only in the event when provably breaches its duty, nevertheless up to in maximum of 10 % of

the cost price of the Goods from the Contracting Party of the Buyer. The Contracting Parties may make agreement also in different way than is laid down under this subparagraph.

(6) Concerning the automobile transport, the purchase price of the Goods is agreed to the destination of unloading, unless the Contracting Parties agree otherwise.

(7) The Buyer shall pay the purchase price for the delivered Goods always upon the invoice or pro-forma invoice issued by the Seller. The Seller is obligated to send the invoice or pro-forma invoice in the written form by post. The Contracting Parties may make agreement also in different way than is laid down under this subparagraph. The invoice shall contain the following data especially:

- a. marking and number of the invoice;
- b. trade name, registration office/seat of the Seller and Buyer, and identification number of the Buyer and the Seller,
- c. subject of delivery (quantity and specification of the Goods supplied) a day of performance (delivery of the Goods)
- d. date when the invoice was issued and its maturity/due date,
- e. name of the bank and the account number assigned for payments,
- f. purchase price of Goods and the total amount invoiced,
- g. number of Order
- h. in case of an electronic invoice, the invoice shall be accompanied with the relevant certificate,
- i. any additional requirements resulting from valid legal regulations.

(8) Payable period of the Seller's invoices is 14 days since the day of the issue, unless in the Contract/Order the Contracting Parties agree otherwise in writing. However, it shall be always applied, that Buyer shall be obliged to pay the purchase price under the issued pro-forma invoice, unless the Contracting Parties agree expressly otherwise.

(9) The Seller is entitled to invoice also a part performance of the subject of the Contract and the Buyer shall be obliged to pay such invoice within its maturity.

(10) The invoice or the pro-forma invoice is paid - irrespective of a method of payment - on the day of crediting the entire invoiced amount to the Seller's account. Failure to comply with the maturity of the invoice, the Seller is entitled to charge the Buyer contractual interests for delayed payments amounting to 0.03% of the outstanding amount for each day of delay. The Seller's right to get a statutory interest for late payment shall remain unaffected.

(11) In case of a delayed payment of any invoice or its part, the Seller is entitled to delay with delivery of the other Goods to the Buyer, namely until full payment of all Buyer's obligations delaying to the Seller. It is deemed that within this period the Seller does not delay the delivery of the Goods. If the purchase price is not paid upon the pro-forma invoice, the Seller is not obliged to deliver the ordered Goods.

(12) Failure to pay the price for the Goods within 30 days after the due date of the invoice shall be considered as substantial breach of the Contract.

(13) The purchase price for the delivered Goods or any part thereof, must not be paid by claims of third parties, or by set-off of own debts of the Buyer to the Seller, unless the Contracting Parties agree otherwise in writing.

(14) The Buyer is not entitled to withhold or shorten the payment (counted) for the Seller because of the existence of the counterclaim, if the Contracting Parties agree otherwise in writing.

## Article IV

### Delivery Periods of and Delivery Performance

(1) Delivery periods shall start on the date of confirmation of the Order of the Goods or services by the Seller if the Order contains all the necessary information as defined in Article II paragraphs 3, 4 of these GCTC.

(2) If the Contract/Order presupposes the additional concretization, without which it is impossible to produce or deliver the Goods ordered, the delivery period begins to run only on the date of receipt of the concretization by the Seller.

(3) If the Seller and the Buyer mutually agree an advance payment, than the delivery period shall start to run from the date of crediting of the particular advance payment to the Seller's bank account.

(4) The delivery is met by the following ways:

a/ upon delivery of the Goods to the first carrier for transmission (person - carrier authorized by the Buyer to accept the Goods shall submit a written confirmation, stating the subject of delivery /order number or designation of the product, quantity/, address, name and signature of the Buyer with the stamp and the name and surname of the person authorized by the Buyer on receipt of the Goods)

b/ by receipt of the Goods by the Buyer at the Seller's seat. The time of unloading shall be determined by the Contracting Parties in advance within the Contract/Order

c/ by delivery of the cutting tools and printing photopolymer plates to the Seller performed by the third subject

d/ in other way agreed by the Contracting Parties of the Contract/Order

(5) Failure to submit the authorization on receipt of the Goods by the person authorized by the Buyer, in case that the Seller cannot deliver the already produced Goods because of non-payment of previous deliveries by the Buyer, and in case that the Buyer does not accept the Goods within the agreed time, the delivery is deemed to have been performed. In these cases, the Seller may store the Goods at the expense and risk of the Buyer.

(6) On receipt of the Goods the Buyer is obliged to confirm the delivery note with the specification of the delivered Goods or other document submitted by the carrier confirming the delivery of the Goods. If the packaging of the Goods delivered via carrier shows any damage, the Buyer is obliged to draw up with the carrier a record of damage, indicating the scope and type of damage to the packaging. Where any record damage was not drawn up, there is no possibility to claim later for incomplete delivery, or damage of the Goods.

(7) The Buyer is obliged to accept the Goods within the term agreed with the Seller in the Contract/Order or otherwise in the written form. The Buyer is obliged to accept the delivered Goods and for that purpose to arrange in the agreed date a person authorized to accept the Goods. The Buyer is obliged to sign the delivery note, otherwise the carrier does not hand the goods over to the Buyer. In case the Buyer does not accept the Goods, or the person authorized by the Buyer to take delivery is not present, thereby it breaches its duty to accept/take over the Goods properly and in time, the Seller shall drive the Goods back to its place of business, or store it at the Buyer's expense and notify the Buyer where the Goods can be taken over. From the moment of breach of the obligation to accept the delivered Goods the risk of damage to the Goods shall be passed to the Buyer. For this case the Contracting Parties have agreed a storage fee in the amount of 0.20 Euros for each pallet of the Goods for each day of delay of the Buyer to accept the Goods and furthermore, a handling fee in the amount of 2.50 Euros for each pallet of the Goods. In addition, the Buyer shall pay the costs for transport of the Goods to the warehouse. In case of violation of the provisions of the GCTC, the Seller is entitled to charge the Buyer a contractual penalty of 0.05% of the outstanding amount for each day of delay in the receipt of the Goods. If the Buyer does not collect the Goods even post facto within 45 days since the day when the Buyer was obliged to take over the Goods properly, such act shall be considered as substantial breach of the Contract. The Buyer's duty to pay the Goods' price according the Contract of Sale shall be unaffected by this paragraph. In this case the Seller is entitled to withdraw from the Contract and dispose of the uncollected Goods at

the Buyer's expense or to sell it to a third party. Choice of right according to the preceding sentence is the right of the Seller. The Seller's claim for damages shall be retained in full extent even if the application of contractual fines or penalties under this paragraph or even more other claims, remain unaffected. The Buyer shall be charged out for the disposed Goods upon the invoice in the amount agreed in the Contract/Order. The Seller is entitled - in the event of non-acceptance of the Goods – to require a Contractual penalty equal to the price of the Goods that were not accepted by the Buyer under the Contract of Sale or under the agreed Order.

(8) Risk of damage to the Goods shall be passed to the Buyer at the moment of the completion of delivery of the Goods.

(9) In case of failure of the delivery period of the Goods by the Seller, the Buyer shall define for the Seller a reasonable additional term for delivery of the Goods. After its vain expiry, the Buyer may withdraw from the Contract.

(10) Delivery periods and dates shall be extended by a period of exceptional and unforeseen circumstances (force majeure as per the provisions of the Article 374, paragraph 1 of the Commercial Code), which caused serious operational failure and disabled the production or delivery of the Goods. The Seller is not liable for damages or other claims arising from the delay in delivering the Goods, if the delay was caused by circumstances excluding liability, which occurred at the Contracting Party of the Seller or its subcontractor.

(11) The Contracting Parties - under these GCTC – shall be responsible only for real damages incurred to the other Contracting Party. Responsibility of the Contracting Parties for indirect and / or consequential damages is excluded.

(12) The liability of the Seller for any damage incurred to the Buyer under the Contract or in connection with it is limited in the amount of 10% of the price of the Goods purchased by the Buyer under the particular Contract of Sale. This does not apply to damage caused by the Seller to the Buyer intentionally. Claims for the damage compensation of the Buyer which exceed an amount corresponding to 10% of the value of the Goods, are excluded.

(13) The Seller is not obliged to insure the Goods against damage during transport..The Buyer is obliged to insure the Goods against their damage or destruction properly and adequately at its own expense.

## **Article V**

### **Withdrawal from the Contract /Avoiding the Contract**

(1) Either Contracting Party may avoid the Contract in the event that:

a/ one of the Contracting Parties substantially breaches the Contract,

b/ a bankruptcy has been declared over the assets of the other Contracting Party or a proposal to allow restructuring has been made,

c/ the other Contracting Party enters into liquidation,

d/ a certain case, agreed within the Contract or listed in these GCTC or in the relevant generally binding statute, occurs,

e/ a Contracting Party breaches the Contract in immaterial manner and does not fulfil its delayed obligations also during the additional reasonable period of time, which has been provided by the other Contracting Party

f/ the Buyer enters into insolvency proceedings, or to other reorganization or bankruptcy proceedings regulated by the legislation of other member state of the EU,

(2) Withdrawal from the Contract shall be issued in the written form, it shall be delivered to the other Contracting Party and it shall include a defined reason of the withdrawal. By avoiding the Contract the particular Contract will not be cancelled from the beginning, but only from the day of delivery of the written withdrawal to the other Contracting Party.

## **Article VI**

### **The Goods**

#### **6.1 Offers**

(1) The Offers by the Seller are not binding unless they are expressly marked as mandatory.

#### **6.2 Dimensions**

(1) Data related to all packaging from corrugated board indicate interior sizes of the packaging – respectively: length x width X height. Data related to wall corrugated board - the first dimensional data is always connected with the direction of flute. All dimensions are listed in mm.

#### **6.3 Quantitative Deviations /Variations**

(1) In regard to the technology of the production the Seller is entitled to fulfil the Contract within these tolerances in quantities:

- a. deliveries up to 500 pieces (+,-) 20 %
- b. deliveries up to 2 500 pieces (+,-) 15 %
- c. deliveries over 2 500 pieces (+,-) 10 %
  
- d. to deliver minimal ordered quantity: tolerance upward doubles
- e. to deliver maximum ordered quantity: tolerance down doubles

(2) In case the Buyer requires exact number of pieces, to the agreed price these extra charges are invoiced according to the number of pieces:

- a. up to 1000 pieces 10 %
- b. from 1001 to 2 500 pieces 8 %
- c. from 2 501 to 5 000 pieces 6 %
- d. over 5 000 pieces 5 %

Also in these cases the Seller reserves the right for immaterial deviations from the quantity, caused by errors during counting, unless the Contracting Parties agree otherwise.

(3) In case of bigger deviation, the Buyer is always obliged, without any delay, but within three days of receipt of the Goods at latest, to inform the Seller that the Goods were delivered in greater than ordered quantity. Otherwise, the Buyer is obliged to pay the purchase price for the actually delivered Goods in the full amount.

#### **6.4 Packaging**

(1) The Goods are packaged in reusable or disposable pallets, alternatively in other agreed packaging.

#### **6.5 Guaranty of Quality of the Goods**

(1) The Seller shall guaranty a quality of the delivered Goods.

(2) Unless the provisions of the Contract/Order or a special agreement between the Seller and Buyer lay down any special requirements for technical features of the quality of the Goods, terms of the qualitative receipt of the Goods, guaranty period, claims from the Goods defects, etc., the following company standards shall be valid for the quality evaluation: Corrugated Board PN 96-008-99, Corrugated Board Packaging 96-005-99, Single Faced Corrugated Board PN 96-003-99 and Addendum No 1/97, which are placed at external web repository published by the Seller, or are provided in a different form and are the integral annex of these GCTC.

(3) The offered kind of the corrugated board can be changed in its composition, as long as the utility attributes of the Goods will not get significantly changed.

(4) The Seller is not responsible for the immaterial deviations and variations (dimensions, colour, print, pasting, sewing, weight differences etc.), which do not have substantial influence on the use of the Goods.

(5) The delivered Goods shall be stored in dry, tempered warehouses without direct long-lasting radiation from the sun. Long-term direct sun light can cause change of the colour shade of the Goods.

(6) Guaranty period shall start on the day of completion of the delivery and it shall last 6 month.

(7) The Goods are considered to be delivered properly, if they corresponds to the conditions of the Order, or to the Contract of Sale, or to the specifications and technical drawings.

(8) For the Orders of non-standard Goods, the Buyer shall deliver over to the Seller the particular specifications and technical drawings of the Goods, or possible requirements for the Goods. If according to the Buyer's specifications it will be not possible (technically) to produce the required Goods, the Seller shall notify the Buyer about this fact and require a correction or modification of the specifications. The Seller shall always agree with specifications and technical drawings in writing. If the Buyer does not have technical drawings of the Goods, then the Seller draws up technical drawings or other documentation in accordance with the requirements of the Buyer and sends them to the Buyer for approval.

#### **6.6 Liability for Defects of the Goods**

(1) For the application of liability for defects, the provisions of the Article 422 and conseq. of the Commercial Code as amended at the time of conclusion of the Contract between the Seller and the Buyer shall be applied, unless the Contract/Order or these GCTC agree otherwise.

(2) The Buyer is obliged to inspect the Goods immediately upon receipt and in the case of obvious/apparent defects (complaint/claim) is required to draw up a complaint report with the carrier and notify the Seller in writing (via fax, e-mail, along with the complaint report) the obvious defects without undue delay after the receipt of the Goods (not later than 3 days from the physical receipt of the Goods by the Buyer). Missing quantity of the Goods delivered shall be deemed an apparent defect.

(3) The Buyer shall notify the Seller of any hidden defects promptly after their discovery within the guaranty period provided in accordance with paragraph 6, section 6.3, Article VI of these GCTC. The Buyer shall inform the Seller about product defects that may cause any damage, namely without any delay after being informed of them. In case of damage occurrence due to breaches of obligations arising under this provision of the GCTC the Buyer shall bear the risk of damage.

(4) The notice of defects by the Buyer shall indicate:

a. description of the particular defect of the Goods

b. the way in which the particular defect occurs

The Buyer is obliged to submit the claimed facts (i.e. by photo documentation, business protocol of the Carrier, sample of the defective goods, etc.). On request, the Buyer is obliged to complete its submission or document the alleged facts, or to remove any defects of the complaint. For this purpose the period of 7 days is given, whereas such period can be reasonably extended under agreement with the Seller.

(5) The applied complaint shall not suspend the maturity of the invoice issued for the delivered (claimed) Goods.

(6) The complaint shall be applied by the Buyer to the Seller, either directly at the seat of the Seller, in writing to the address of the seat of the Seller or electronically via e-mail marked as "Complaint of the Goods" and the order number under which the Goods were delivered. The date of the complaint shall be deemed the date when the claim was received by the Seller.



(7) The Seller is obliged to settle the complaint within 30 calendar days from the date of application to the Seller, unless the Contracting Parties agree otherwise. If the complaint is justified, the Seller is also obliged to remove the claimed defects of the Goods within this period.

(8) The Seller is not obliged to settle the complaint out of its seat or the place where the Contracting Parties have agreed in the Contract/Order.

(9) The Buyer is obliged - in case of a complaint - at its own cost to return the claimed Goods to the Seller, unless the Contracting Parties agreed otherwise.

(10) The Seller is obliged to remove the recognized defects either by indemnification, credit note or by other means, as may be mutually agreed by the Contracting Parties. If the claim is settled by providing supplementary performance, defective performance remains the property of the Seller.

(11) Any further claims, claims for indirect damage compensation, and any consequent damages, are as the liability for defects excluded.

(12) If the applying of the complaint is apparently unreasoning on the ground that no defects were found on the Goods, the Buyer shall pay to the Seller all costs associated with the unjustified complaint.

(13) In applying the liability for defects, the Buyer is entitled:

a/ in the case of irremovable defects – to proper, timely and free removal of the defect, if it does not cause unreasonable costs or reasonable discount on the purchase price to the Seller,

b/ in the case of irremovable defects, that do not prevent proper use of the Goods - for a reasonable discount on the purchase price,

c/ in the case of removable defects occurring in greater numbers or repeatedly and preventing proper use of the Goods – to the delivery of the substitution Goods or withdrawal from the Contract,

d/ in the case of irremovable defects, because of which the Goods cannot be used for the purpose for which it is intended – to the delivery of the substitution Goods or withdrawal from the Contract.

(14) The Seller shall not be liable for damages incurred without his fault, caused by using the Goods by the Buyer for different purpose than that for which the Goods have been consigned, misuse and improper handling by the Buyer or a third party.

(15) The Seller shall not be liable for defects resulting from inaccuracy or incompleteness of the specifications and / or technical drawings of the Buyer, or due to inaccuracy or incompleteness of the Buyer's requirements for the Goods.

(16) The Buyer is obliged to store the claimed Goods in the prescribed manner (for packaged Goods in the original packaging), and the Goods must not be handled in a manner which could obstruct an inspection of the claimed defects. The return of the claimed Goods before the end of the complaints process is possible only with the consent of the Seller. The returned Goods shall be sufficiently secured by the Buyer to prevent it from further damage during transport and handling (sufficiently fixed by tape, protective film, etc.).

## **Article VII**

### **Protection of Industrial Property Rights and Other Property Rights**

(1) If manufacturing or modification of the Goods under the proposals, designs and requirements ordered by the Buyer cause an infringement of industrial property rights of a third party, all consequences of such breach shall be exclusively borne by the Buyer.

(2) Design and print proposals developed by the Seller are its intellectual property and only the Seller has the exclusive right to manufacture on the basis of these proposals. All intellectual property rights belongs to the Seller (especially copyright and industrial property rights) which it has or may have to the Goods, or to the solutions contained in the Goods, or that may arise in the future. This also applies to the rights incurred to the Seller in the course of performance/fulfilment of this Contract. The Seller

reserves the right to charge all costs incurred within the development of the proposals. The Seller, if necessary, shall grant for the above-mentioned rights a license under Slovak law.

(3) The Buyer at the same time acknowledges that the Goods include technical solutions developed by the Seller also for the other contractors and therefore the individual elements of the Goods may occur separately or in conjunction with each other within the third parties' products.

(4) In the event of a breach of provisions of the Article VII of the GCTC, the Buyer is obliged to pay to the Seller the Contracting penalty in the amount of 2.000, - Euros for each individual violation. The Seller' right to claim damage compensation in full amount, in case of applying Contractual penalty, shall remain unaffected.

## **Article VIII**

### **Retention of Title**

(1) The Seller reserves the right of ownership of the Goods delivered and the things resulting by reprocessing or processing until fulfilling all current or future claims pertaining to the Buyer. From issuing of the invoice to its payment, the retention of title to the Goods delivered to secure the debt of the Seller in respect of non-payment of claims for the delivered Goods shall be valid. The Buyer is not entitled - under the retention of title (reservation of ownership) under this paragraph - to sell or encumber the Goods otherwise.

(2) If the Buyer is in delay with its obligations to the Seller, the Seller may, without prejudice to other rights, to take the reserved Goods back from the Buyer in order to satisfy outstanding debts to the Buyer and to assess the Goods otherwise. In this case, the liability of the Buyer only reduces the yield of this other assessment of the Goods, after deducting all expenses associated with such other assessment of the Goods. As the Seller recognizes the other evaluation of the Goods as necessary, the Buyer shall immediately provide to the Seller or the persons authorized by the Seller an access to the reserved Goods.

(3) By any possible reprocessing or processing carried out by the Buyer as a manufacturer, no costs to the Seller will occur.

(4) If the processing will be provided by combining or mixing with the other Goods, the Seller together with the Buyer shall acquire as co-owners a new thing in proportion to the purchase price agreed between the Buyer and the Seller to the relevant purchase price of the Goods. Then, the Buyer shall take professional care of the Goods, which is solely owned by the Seller or also co-owned by the Seller and the Buyer, on behalf of the Seller as a custodian.

(5) The retention of title does not affect the transfer of the risk of damage to the Goods in accordance with the Article IV paragraph 8 of these GCTC.

## **Article IX**

### **Delivery**

(1) During the process of the delivery, the Contracting Parties shall be obliged to deliver the documents to the last known address of the other Contracting Party. The Contracting Party shall be obliged to forthwith notify the other Party of any change of seat, domicile or address for the document delivery service.

(2) The documents shall be deemed delivered on the date of their receipt by the addressee. If the recipient does not take the document, it shall be deemed delivered on the last day of the storage period and even if the addressee is not aware of it. The document shall be deemed delivered also in the case where the addressee refuses the receipt. In this case the date of delivery is the date of refusal to accept a document.

(3) For delivery in writing - for the purposes of these GTC or the Contract – it shall be also deemed means of electronic communication. E-mail shall be deemed delivered on receipt of the confirmation by the other Contracting Party about the receipt of the message. As a proof of delivery for the purposes of this provision, the GCTC does not consider an automatic confirmation of the receipt of the e-mail message. Confirmation shall be carried out either by separate e-mail confirming receipt or by confirmation that the e-mail message has been read.

(4) The Contracting Parties shall be obligated to notify each other on time of the change of e-mail address as well as the person authorized to process orders and other matters under the given Contract.

## **Article X**

### **Protection of Information**

(1) The Buyer is obliged to keep confidentiality about all economic and technical information, product information, prices, methodological know-how as well as information creating commercial and manufacturing secrets of the Seller, about which the Buyer will be notified in connection with the performance of this Contract, where appropriate, and to keep secret about it from third parties, both during the duration of this Contract and after its termination.

(2) Such information shall mean the facts of commercial, technical and organizational aspects of the Seller, which have real, or at least potential material or nonmaterial value, or pricing, and they are not in business circles, in which the Seller act or will act, commonly available.

(3) The obligation of the Buyer to maintain confidentiality in accordance with the previous subparagraph shall not be applied to information:

-which at the time of disclosure was already publicly known,

-about which the Buyer is able to prove that he/it was authorized to dispose with, even before its disclosure, and authorized to disclosed the information to third parties.

(4) The information will be considered as secret, or confidential, even if only a part of the secret, or confidential information shall fit one or more of the foregoing exceptions, namely until the time, when the information itself in its entirety will not fall under one or more of those exceptions.

(5) The Buyer's obligation to maintain confidentiality as per this Contract shall last without any time limit.

(6) In the event of a breach of Article X of the GCTC, the Buyer shall be obliged to pay to the Seller the Contractual penalty in the amount of 10.000, - Euros for each individual violation. The Seller's claim for damage compensation in full extent in case of the application of the Contractual penalty shall remain unaffected.

## **Article XI**

### **General Provisions**

(1) The Buyer has no right to transfer claims resulting from the Contract concluded with the Seller to a third party.

(2) Any possible disputes arising from commercial relations between the Seller and the Buyer shall the Contracting Parties resolve especially in the form of amicable settlement, alternatively the Contracting Parties at least shall try to solve it in this way.

(3) In the event of a dispute over commercial matters with a domestic Contracting Party, jurisdiction shall be based on the provisions of the Act No. 99/1963 Coll. Code of Civil Procedure, as amended (hereinafter referred to as "Code of Civil Procedure").

(4) All legal relationships arising between the Seller and the Buyer under the Contract/Order including relations connected to the concluded Contract shall be always governed by the legislation of the Slovak Republic.

(5) All possible disputes arising out of Contracts/Orders as well as all commercial relations, which are with them, their content or their subject, directly or indirectly related, occurring between the Seller and the Buyer shall be subject exclusively to the courts of the Slovak Republic, unless agreed other. In the event that according to the Act no. 97/1963 Coll. on international private and procedural law as later

amended, according to the council regulation no. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or according to the another legal norm, act or international treaty governing the jurisdiction of courts for disputes with a foreign element the Court of the Slovak Republic would not be competent, the competent court by agreement of the parties is the court for the judicial district of Martin, Slovak Republic.

(6) Responsibility of the Contracting Parties for partial or complete failure to perform Contractual obligations is excluded if it happened due to force majeure. Force majeure are considered to be events that can not be influenced by the Contracting Parties, if they occur after the conclusion of the Contract of Sale and obstruct its performance, in particular: labour conflicts and all events outside the will of both Contracting Parties, such as epidemics, fire, natural disasters, mobilization, war, uprising, confiscation, embargo, a general lack of means of transport, general shortage of input materials and raw materials, and so on. If force majeure acts for a period exceeding 3 months, either Contracting Party is entitled to withdraw from the Contract of Sale, in the part of the Contract, which was still not fulfilled.

(7) The Buyer declares that at all liabilities (purchase price for the delivered Goods namely including accessories) which has the Buyer to the Seller in respect of the Goods supplied and under the Contract in accordance with the GCTC, the limitation period is extended to 10 years from the time when the limitation period began to run at first time.

(8) These GCTC shall be issued in Slovak language and English language, whereas both language versions are legally equivalent. In case of any uncertainty and ambiguity, eventually a contradictory interpretation of the provisions of the GCTC in the Slovak language and English language, the commercial relations between the Seller and the Buyer shall be governed by the Slovak language version of the GCTC.

(9) GCTC of the Buyer shall be applied only if the Seller expressly in writing within the Order/Contract accepts that GCTC of the Buyer shall prevail over the GCTC of the Seller. Otherwise, the GCTC of the Seller have precedence over the wording of the GCTC of the Buyer.

(10) These GCTC come into effect and force on the day of the 1<sup>st</sup> of January 2016.