

GENERAL TERMS AND CONDITIONS OF SALES RUDOS RUŽOMBEROK, s.r.o.

1. Introductory Provisions

- 1.1. All deliveries are made on the basis of a purchase contract, the conclusion of which is usually confirmed by a written order confirmation by RUDOS RUŽOMBEROK, s.r.o. (hereinafter also referred to as the "Seller") and further on the basis of these conditions (hereinafter also referred to as the "GTCS"), which become part of the contractual agreement (hereinafter also referred to as the "Contract") upon confirmation of the order.
- 1.2. Other wordings of the conditions (especially purchase conditions) shall only be binding if the Seller expressly declares in writing that he agrees with them or their amendment is expressly agreed in writing in the Contract.
- 1.3. The Seller's offers are a non-binding preliminary proposal, while the Buyer's order is considered accepted only after written confirmation by the Seller. Verbally agreed matters of the Seller's employees during the performance of the Contract, which differ from the content of the Contract or are not included in it, require a written confirmation by the Seller in order to be effective.
- 1.4. The Buyer submits a proposal for the conclusion of the Contract to the Seller in the order that shall indicate the basic identification data of the Buyer, exact identification of the ordered goods and price quotation, quantity of goods with the exact number of goods by type, expected delivery date and payment terms. The Buyer's order must be made in writing.
- 1.5. The Seller is entitled not to confirm and return the Buyer's order if it indicates incorrect price, type of goods or other agreed requirements of the Buyer's order or if any information is missing in the Buyer's order. The Seller is entitled neither to confirm nor accept the Buyer's order
- 1.6. Data such as descriptions, illustrations and drawings, measurement, weight and performance tables published by the Seller in written or animated form, e.g. in catalogues, define the nature of the products, but do not imply a binding guarantee of properties or warranties, unless it is expressly agreed in writing.
- 1.7. The rights to make changes to technical specifications and constructions as part of technical product innovation are reserved.

2. Price and Payments

- 2.1. The prices determined by the Seller are fixed at the moment of leaving the plant or dispatch warehouse. These prices do not include packaging, shipping, insurance and statutory value added tax, which will be charged in addition to the agreed price.
- 2.2. The Buyer undertakes to pay the Seller the price indicated in the order confirmation by the Seller and the costs specified in point 1. The price, including the costs referred to in point 1, shall be paid in the form of advances and final statement in the amounts and deadlines specified in the Contract.
- 2.3. The Buyer is obliged to make payments by bank transfer according to the due date of the relevant invoice, where this obligation is considered fulfilled on the day when the amount is credited to the Seller's account, unless cash payment is agreed.
- 2.4. The Buyer is not entitled to unilaterally set off any receivables against the Seller's receivables. Offsetting against the Seller's receivables may only be made upon written agreement of both Parties.

3. Transfer of Ownership

- 3.1. The delivered goods remain the property of the Seller until the delivery is fully paid, including other goods related to this order. The Buyer is obliged to store the goods and take care of it properly at his own expense and risk.
- 3.2. The Seller is entitled to exercise the right to release the goods in his possession if he is aware of any circumstances that may jeopardize the fulfilment of his obligations by the Buyer. The Buyer hereby declares that he agrees that the persons authorized by the Seller to take over and remove the goods may enter the place where the goods are located and to load and remove them without hindrance.

4. Date of Delivery

- 4.1. The Buyer is obliged to take over the goods within the period agreed in the Contract. The moment of delivery of the goods is considered to be the acceptance of the goods by the Buyer. In the event that the Buyer unreasonably refuses to accept the goods from the Seller, the goods are considered delivered at the time of refusal to accept the goods by the Buyer.
- 4.2. In the event that the Buyer is in delay with the obligation to pay the advance payment for the purchase price of the goods, the date of delivery is automatically extended by at least the same number of days the Buyer is in delay.
- 4.3. If the Buyer is in delay with the obligation to deliver to the Seller the materials or semi-finished products necessary for the production or delivery of the goods, the contractual delivery date is automatically extended by at least the same number of days the Buyer is in delay with the obligation.
- 4.4. If the Buyer is in delay with the obligation to take over the goods from the Seller, the Seller may claim a contractual penalty from the Buyer in the amount of 0.5% of the purchase price of the goods for each day of delay in fulfilling the obligation to take over the goods. In addition to the contractual penalty thus agreed, the Seller is entitled to full compensation for damage (all costs) caused by the Buyer to the Seller by breaching the Buyer's obligation to take over the goods in time.
- 4.5. If the Buyer is in delay with the payment of the advance invoice or invoice, the Buyer is obliged to pay the Seller a contractual penalty of 0.5% of the amount due with VAT for each day of delay.

5. Risk of Damage

- 5.1. The risk of damage to the goods passes to the Buyer from the moment when the Buyer accepts the goods from the Seller. If the Buyer is in delay with the obligation to accept the goods, the risk of damage to the goods passes to the Buyer from the moment when the goods are ready to be taken over by the Buyer. This moment is thus considered the fulfilment of the Seller's obligation.
- 5.2. If the Seller is obliged to send the goods to the Buyer under the Contract, the risk of damage to the goods passes to the Buyer upon handing the goods over to the first carrier for transport to the destination.

6. Warranty and Liability

If the warranty period for the quality of the goods is not explicitly stated in the Contract, it shall be 12 months

- 6.1. from the date of fulfilment of the Seller's obligation to deliver the goods to the Buyer. Upon accepting the goods, the Buyer is obliged to inspect the goods and make sure of the correct quantity
- 6.2. of delivered goods, intact packaging of packaged goods and the overall condition of the goods delivery, whether the goods are in accordance with the Contract and whether they are defect free. The Buyer is obliged to notify the Seller of any defect in writing (hereinafter also referred to as the
- 6.3. "Complaint"), without undue delay, immediately after identifying the defect, in case of obvious defects of the goods as well as differences in the quantity of goods by more than +/- 5%, without undue delay (within three days at the latest) after the inspection of the goods, which the Buyer is obliged to carry out according to point 6.2. of these GTCS, by fax, e-mail to reklamacie@rudos.sk, post or in person at Štiavnička 190, 034 01 Ružomberok. The Complaint must indicate the identification data of the Buyer, the relevant invoice number issued for the defective goods, identification data of the defective goods, a description of the defect and the manner in which the defect manifests itself, including accurate and complete photo documentation of the defect. The Seller is entitled to return the Complaint to the Buyer for completion, if any of the agreed data is missing in the Complaint.
- 6.4. The Parties are obliged to agree in writing on the manner and deadline for elimination of the defect without undue delay after written notice of the defect by the Buyer and inspection of the goods by the Seller, and the Buyer agrees that if no written agreement is reached on the manner and deadline for elimination of the defect, the Seller shall be obliged to determine it.
- 6.5. The Seller shall not be liable for the defects of the goods if they are caused in particular:
 - a) when the risk of damage to the goods passes to the Buyer as a result of external events and they are not caused by the Seller,
 - b) during the installation, operation and maintenance of the goods, which the Buyer carried out in violation of the technical conditions or instructions for use of the goods,
 - c) in connection with interventions in the design of the goods or the exchange of part of the goods, which was carried out without the consent of the Seller after delivery of the goods to the Buyer,
 - d) by changing the specified operating conditions or by the intervention of a person not authorized by the Seller.
- 6.6. During the warranty period, it is not possible to complain about defects which must have been obvious to the Buyer already upon receipt of the goods and of which the Buyer does not notify the Seller without undue delay in accordance with point 6.3 of these GTCS.
- 6.7. A claim for a defect in the Supplier's performance does not have a suspensive effect on the payment of invoice issued for the claimed goods or service.
- 6.8. In the event of an unjustified complaint, the Seller is entitled to compensation of costs from the Buyer incurred in connection with the assessment of the alleged defect.
- 6.9. In the case of damage compensation, the Seller's liability to the Buyer is limited to the amount of the price paid by the Buyer to the Seller under the Contract.
- 6.10. In the case of outstanding financial obligations of the Buyer to the Seller, the Seller is not obliged to eliminate the defect within the warranty period, and this failure to eliminate the defect is not considered a breach of the Seller's obligations. The Buyer is not entitled to claim any sanctions for failure to eliminate the claimed defect.

7. Technical Documentation

- 7.1. All technical documentation delivered to the Buyer by the Seller along with the goods under the Contract is the exclusive property of the Seller.

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7.2. The Buyer may only use the technical documentation in connection with the use of the goods and is not entitled to publish or provide it to any third party or use it for the benefit of any third party.

8. Order Cancellation

8.1. The ordered goods cannot be cancelled.

9. Force Majeure

9.1. In the event of force majeure, the delivery date specified in the Contract shall be extended by the period during which the effects of force majeure last.

9.2. The Seller is obliged to inform the Buyer in writing without undue delay of a force majeure event.

9.3. Force majeure events include in particular lack of raw material, lack of energy, natural disasters, wars, war operations of various kinds, riots, civil unrest, sabotage, revolutions, piracy, explosions, fires, floods, general strikes, strikes, lockouts, official interventions of a legal or illegal nature or other circumstances occurring independently of the will of the Seller and the Buyer, which could not have been prevented, or which could not have been averted or overcome.

9.4. If the effects of force majeure last longer than 3 months, either Party is entitled to withdraw from the Contract.

10. Final Provisions

10.1. A material breach of the Contract shall also be the delay of the Buyer in paying the due receivable to the Seller by any legal title by more than 15 (in words fifteen) calendar days or failure to cooperate in the delivery of goods to the Buyer. In such a case, the Seller is entitled to withdraw from the Contract concluded with the Buyer.

10.2. By withdrawal from the Contract, the Contract terminates at the moment when the expression of the will of the entitled Party is delivered to the other Party. Following this, the effects of withdrawal may not be revoked or changed without the written consent of the other Party.

10.3. The legal relations arising from the concluded Contract are subject to the relevant Slovak legal regulations, in particular the relevant provisions of the Commercial Code.

10.4. The Parties shall endeavour to settle all disputes arising from the legal relations under the concluded Contract by mutual agreement. If no agreement is reached, court proceedings will be initiated at competent Slovak court according to the civil dispute rules, unless an agreement on arbitration is concluded.

10.5. These GTCS are governed by and construed in accordance with the Slovak law, notwithstanding the United Nations Convention on Contracts for the International Sale of Goods approved in Vienna in 1980 and the United Nations Convention on Limitation Period in the International Sale of Goods approved in New York in 1974, including the Protocol of 1980, thus explicitly excluding the scope of application of the above conventions to these GTCS.

10.6. If any provision of these GTCS (or part thereof) is found to be invalid or ineffective, such invalidity or ineffectiveness shall not result in the invalidity or ineffectiveness of the other provisions of these GTCS (or the remaining part of the provision in question) or the Contract itself. In such a case, the Seller and the Buyer undertake to replace such a provision (part thereof) without undue delay with a new one so as to preserve the purpose pursued by the conclusion of the Contract and the provision in question.

10.7. Authorization of persons to act on behalf of either Party is based on a valid entry in the Commercial or Trade Register.