

## **General Commercial Terms for Purchase of Goods**

### **I. General provisions**

1. General commercial terms for purchase of goods (hereinafter referred to as "General Commercial Terms") shall be applied to all contracts (hereinafter referred "Contract"), which are concluded by eustream, a.s. (hereinafter referred to as "buyer") for the purpose of buying goods (hereinafter referred to as "Contract"). Application of general commercial terms of the other contracting party, or any other general commercial terms shall be hereby expressly excluded, unless the contracting parties agree otherwise in writing.
2. Amendments to the General Commercial Terms herein shall be binding for the contracting parties only in case that the contracting parties agreed them in writing. In such a case the differently agreed covenants shall take precedence over the wording of the General Commercial Terms herein
3. The General Commercial Terms herein, according to the provision of Article 273 of Act No. 513/1991 Coll. of the Commercial Code amended thereto (hereinafter referred to as "Commercial Code"), shall form the integral part of the Contract herein.
4. Pursuant to the General Commercial Terms the Contract shall be deemed concluded (i) as of the date of signing the written copy of the Purchase Contract by both contracting parties, or (ii) as of the date of delivering the written confirmation of the seller, by which the seller accepts the terms proposed by the buyer in the Order and in the General Commercial Terms herein.
5. Each Contract shall include basic identification data of the contracting parties, in line with the entry in the Companies Register or the Trade Register and/or the entry in another legally prescribed registration, whereas the contracting parties are obliged to prove mutually an authorisation to carry on business activities in the given subject of entrepreneurship, namely by a copy of the entry in the Companies Register or a copy of the entry in the Trade Register and/or a copy of the entry in another legally prescribed registration, not older than three months. Simultaneously, each contracting party shall be obliged to notify instantly the other contracting

party of all changes that shall occur on its part or that are being recorded in the aforementioned registrations, otherwise it shall be held liable for all damages resulting from failing to do so, or for the costs that the other party had incurred in this relation. At the same time each contracting party shall be obliged to notify the other contracting party of its identification number of VAT, if it was assigned to it.

### **II. Subject-matter of the contract**

1. The subject-matter of the Contract forms the commitment of the seller to deliver goods to the buyer and to transfer on him the title to goods, and the commitment of the buyer to pay the purchase price to the seller.
2. The seller shall be obliged to deliver the goods in accordance with the specification agreed under the Contract.
3. Unless agreed otherwise by the contracting parties, the seller shall not be entitled to a partial performance of the subject-matter of the Contract. Delivery of a smaller amount of goods or different goods than agreed under the Contract shall be deemed a substantial breach of the Contract.

### **III. Price and terms of payment**

1. Unless agreed otherwise under the Contract in writing, the costs of the seller for packing the goods, their transportation to the place of delivery, as well as other costs related to supply of goods are included in the purchase price of goods (hereinafter referred to as "purchase price").
2. The seller shall have the right to get paid the purchase price only after performance of the subject-matter of the Contract.
3. The buyer shall be obliged to pay the purchase price only on the basis of an invoice issued by seller and delivered to the head office address of the buyer: eustream, a.s., Votrubova 11/A, 821 09 Bratislava, the attachment of which shall form documents proving the performance of the subject-matter of the Contract, signed by both contracting parties.
4. The due date of the invoices shall be 60 days from the date of their delivery to the other contracting party. If the last day of maturity falls on the day of rest, bank holiday or public

holiday in the Slovak Republic, the next working day shall be accepted as the day to meet the financial obligation of the buyer by the contracting partner upon the same agreed price and payment terms.

5. Invoices shall be issued in Euro currency. Settlement of commitments of both contracting parties shall be carried out in Euro currency.

6. The payment obligation shall be deemed fulfilled on the day of debiting the amount due from the account of the debtor to the credit of the creditor's account.

7. The invoice shall contain all essentials according to the applicable legal regulations, particularly the following:

- identification that it is an invoice;
  - invoice serial number;
  - first and last name or business name of the seller, address of its head office, place of business or the commercial establishment, residence or address of the place, where the seller usually stays;
  - name of the buyer, address of its head office, place of business, commercial establishment;
  - company registration number, tax identification number and identification number for tax (VAT ID No.) of both contracting parties;
  - place of registration of the seller and the number of the document according to which the registration was made;
  - number of the order and/or number of the Contract, together with the specification of their reference designation and the date of issue or conclusion;
  - invoice issue date;
  - date when goods or service were delivered or date when the payment was received (if the payment was received before goods delivery or before the service provision is finished), if this date can be determined and if it differs from the invoice issue date;
  - in the event that this is a tripartite trade, this fact has to be specified by a reference in the invoice;
  - amount and type of goods delivered or extent and type of delivered service;
  - invoice due date;
  - variable symbol;
  - constant symbol;
- bank details of the seller in the form of ABO and IBAN+ SWIFT (BIC);
  - form of payment is by money transfer order;
  - VAT rate or evidence on VAT exemption, at VAT exemption a reference to the provision of this law or Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended or word information „delivery is exempted of tax“;
  - total amount of VAT in Euro, which has to be paid;
  - tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
  - deduction of paid advance payments;
  - amount to be paid;
  - place of work performance;
  - name, signature and telephone number of the person in charge on part of the invoice issuer;
  - seal of invoice issuer
  - word information „invoice copy by the customer“, if the customer, who is recipient of goods or service, makes the invoice pursuant to effective legal regulations;
  - word information “transfer of tax obligation”, if recipient of goods or service is the entity obliged to pay the tax;
  - data of delivered new transportation means pursuant to effective legal regulations;
  - word information “regulation of surcharge taxing - used goods”, “regulation of surcharge taxing - works of art”, or “regulation of surcharge taxing – antiquarian articles and antiquities”, namely depending on goods, at which a special regulation pursuant to effective legal regulations will be applied.

If an invoice fails to meet the aforementioned essentials, the buyer shall be entitled to return the invoice without its settlement. As a result of the justified returning of the invoice, the due date period ceases to lapse and it shall start to lapse again as of the day of delivering the new (corrected) invoice.

8. The bank details of the seller in a form of ABO, IBAN + SWIFT (BIC) specified on the

invoice has to be identical with the bank details agreed under the Contract. Otherwise the buyer shall be authorized to pay the invoiced amount to the bank details specified on the invoice. In the event of specifying an incorrect bank details in the form of ABO, IBAN + SWIFT (BIC) or a different bank details in the form of ABO, IBAN + SWIFT (BIC) in the Contract and in invoice on the part of the seller, the buyer shall not be liable for the potential damage that may arise to the seller as a result of incorrectly addressed payment; in the event, if for such reason the damage occurred to the buyer's debit, the buyer is entitled to apply for damage compensation at the seller, which caused the damage.

9. To each invoice shall be attached the takeover certificate confirming the takeover of the goods by the buyer or the respective transportation documents, and in case of goods imports from the third countries (i.e. from the countries, which are not members of the European Union) also the customs declaration for releasing the goods. The prerequisite for paying the final invoice is the delivery of technical documentation, specification and test certificates on performed tests and materials used, and other documents if requested, and the list of all previous invoices related to the subject-matter of the Contract according to the subject of the final invoice.

10. If the seller owns a bank account in the Slovak Republic, seller's bank charges are debited to the seller, buyer's bank charges are debited to the buyer. If the seller owns a bank account abroad, bank charges in the territory of the Slovak Republic are debited to the buyer, bank charges abroad are debited to the seller. In the event of breach of the contractual condition, related to settlement, all bank charges are debited to that contracting party, which was guilty of the breach.

#### **IV. Tax essentials**

1. In settlement of the tax obligations the contracting parties shall proceed according to the applicable legal regulations of the country, in which they are residents and in accordance with the applicable international legal norms, with the exemption of the possibility to assume the tax liability on behalf of the other contracting party.

2. Should the seller not be a resident of the Slovak Republic, it is obliged to submit to the buyer officially authenticated certificate of the tax (financial) authority of its tax domicile (residence), within 10 days from the date of entering into the Contract at latest, if it had not done so at the occasion of entering into the Contract. While the settlement by virtue of the Contract has to be carried out before elapsing the period of 10 days from the date of entering into the Contract, the certificate has to be submitted for entering into the Contract, at the date of first payment at latest.

3. Should the seller not be a resident in the Slovak Republic, it shall be obliged to submit a declaration on oath, in which it declares the following facts:

- whether it has or it does not have a permanent commercial establishment in the territory of the Slovak Republic pursuant to the legal regulations applicable in the Slovak Republic, or a relevant treaty of avoiding double taxation (hereinafter referred to as "international treaty"),

- whether activities, which are the subject-matter of the Contract are carried out through this permanent commercial establishment, or if software or licence delivery is the subject-matter of the contract, it will specify in a declaration on oath, who is the real owner of software/licences,

- whether on the basis of the Contract it can have a permanent commercial establishment in the territory of the Slovak Republic or tax obligation of employees or persons working for it in the territory of the Slovak Republic by virtue of legal regulations applicable in the Slovak Republic and an international treaty.

This declaration on oath shall be submitted by the seller at entering into the Contract. Should the seller have a commercial establishment in the territory of the Slovak Republic after entering into the Contract, it is obliged to notify the buyer of this fact without delay.

4. Should the seller not be a resident of the Slovak Republic, but it will implement the subject-matter of the Contract through its organisation unit located in the territory of the Slovak Republic, it is obliged to submit to the buyer at entering into the Contract, within 10 days from entering into the Contract at latest, an officially authenticated copy of the extract from the Companies Register in respect of such organisation unit, not older than three months.

5. Should the seller be a resident of a member country of the European Union and it has an organisation unit or permanent commercial establishment in the territory of the Slovak Republic, it shall be obliged to submit a declaration to the buyer at entering into the Contract or within 10 days from entering into the Contract at latest, stating that it is subject of taxation on the territory of this EU member country from the income from the source on the territory, as well as outside the territory of this EU member state, whereas the seller shall not be considered a tax payer with unlimited tax liability on the territory of the Slovak Republic. The seller shall submit also a certificate/officially authenticated decision issued by the relevant tax administrator in the territory of the Slovak Republic on paying prepayments of income tax of legal entities.

6. Should the seller not be a resident of a member country of the European Union, but it has an organisation unit in the territory of the Slovak Republic or permanent commercial establishment, it shall be obliged to submit to the buyer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and (valid) decision of the relevant tax administrator that it has been paying tax prepayments pursuant to the Act on Income Tax applicable and effective in the Slovak Republic, within 10 days from the date of entering into the Contract at latest, if it did not do it at entering into the Contract. Provided that the documents referred to above have been submitted by the seller on time, the buyer shall not withhold the respective amount necessary to meet the respective tax liability, or, it shall proceed in accordance with that as it will be stated in the decision of the respective tax administrator.

7. Should the seller not be a resident of a member country of the European Union, have an organisation unit or permanent commercial establishment in the territory of the Slovak Republic and fails to submit the decision of the relevant tax administrator concerning the payment of income tax prepayments pursuant to the Article IV, item 6) of the General Commercial Terms hereunder, the buyer shall withhold from the payments the respective amount for securing the tax, in accordance with the Income Tax Act applicable and effective in the Slovak Republic, or in accordance with the international treaty that takes a precedence over this Act, and thus to the moment of the payment.

8. Should the seller have a commercial establishment in the territory of the Slovak Republic after signing the Contract and fails to inform the buyer about this fact, the seller declares and at the same time it commits to compensate to the buyer tax provision, penalties and interest, which can occur to the buyer as a consequence of breach of notification duty of the buyer pursuant to applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax, where such not withholding occurred as a result of breach of obligation to inform or of other obligation of the seller against the buyer, the buyer may ask for the aforementioned compensation not sooner than the day of payment obligation or decision delivery issued by the respective tax administrator addressed to the buyer.

9. Should the seller be a VAT registered payer within the Slovak Republic, the seller shall submit to the buyer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of issue. Should the provider be registered VAT payer in other member country of the European Union and it will perform the subject-matter of this Contract as a VAT payer registered in other member country of the European Union (the respective country of the European Union assigned a VAT payer registration number to it) , it shall be also obliged to submit to the buyer officially authenticated copy of the certificate of the VAT payer registration in the country, which registered it as VAT tax payer (which issued the identification number of VAT to it, under which it performs subject of the Contract hereof).

10. In case the seller shall perform the subject-matter of the Contract through its organizational unit or permanent commercial establishment located in the territory of the Slovak Republic, while such an organizational unit or permanent commercial establishment is a VAT payer within the Slovak Republic, the seller shall submit to the buyer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of authentication and upon a request of the buyer also a necessary declaration on oath for the correct application of contribution/ applying the right for VAT deduction.

11. Should the tax administrator return, for any reason, to the seller the withheld and paid tax prepayment for securing or withholding the tax



through the tax payer, i.e. through the buyer, the sum shall be transferred to the seller's account in the amount and currency determined in the decision of the relevant tax administrator, however, maximum in the amount of the tax withheld in the foreign currency.

12. The contracting parties undertake to accept any legislative changes in the legislation of the Slovak Republic, including the changes in the tax laws that shall affect the Contract and to respect their application during the period of their force. The seller undertakes that any change in his relation to the tax liabilities against the Slovak Republic will be immediately consulted with the buyer, and to submit to the buyer, upon request, all supporting documents necessary for due settlement of his tax liabilities. Should the seller provide a false statement to the buyer or it will otherwise mislead the buyer, the seller commits to compensate to the buyer tax withholding, tax provision, VAT, penalties and interest, which will occur to the buyer as a consequence of the above-mentioned acting of the seller. The buyer may ask for the aforementioned compensation not sooner than the day of payment obligation or decision delivery issued by respective tax administrator addressed to the buyer.

13. The contracting parties agreed that neither of the contracting parties may transfer its rights resulting from the contract hereunder without prior written consent of the other contracting party. Otherwise such a transfer of the right shall be void.

14. In the event that the seller is a value added tax payer in the Slovak Republic, including a foreign entity, which has a permanent commercial establishment registered for the value added tax and invoicing is issued under the identification number of VAT assigned to the permanent commercial establishment in the Slovak Republic, the seller hereby declares that:

(i) as of the date of signing this contract no reasons exist, based on which the buyer should or could be a guarantor of tax obligation of the seller occurred from VAT, which the seller charged to the buyer or will charge to the price pursuant to this Contract, according to provisions of Section 69 paragraph 14 in reference to Section 69b of Act No. 222/2004 Coll. concerning the value added tax amended thereto (hereinafter referred to as VAT Act).

(ii) in the event that the VAT Act imposes so, it will make due tax return to VAT and in the event of obligation origination to pay VAT, it will pay the tax in the agreed maturity date to a relevant tax administrator;

(iii) in the event that the VAT Act imposes to it an obligation of paying VAT, it does not have any intent not to pay VAT related to the subject-matter of performance according to this Contract, or to reduce this VAT or potentially elicit a tax exemption and it does not have the intent to get itself into a position, when it will not be able to pay this VAT

15. The buyer is entitled, in the event that the seller does not confirm to the buyer in time of tax obligation origination in writing that no obligation originates to the buyer to guarantee for VAT, by virtue of Section 69 paragraph 14 of the VAT Act, as well as in the event that the seller is published in the list kept by the Financial Directorate of the Slovak Republic, by virtue of the above-mentioned provision to delay settlement of the sum amounted to VAT from each relevant invoice issued by the seller, whereby the seller explicitly agrees with this fact.

## **V. Place and time of performance**

1. The seller shall be obliged to deliver the goods to the buyer in the place of performance agreed under the Contract. If the place of performance is not specifically agreed under the Contract, the seller shall be obliged to deliver the goods in the buyer's registered office.

2. The seller shall be obliged to deliver the goods on the agreed date of performance.

3. The buyer shall not be obliged to take over the goods prior to the agreed date of performance.

4. Failure to meet the date of performance shall be deemed a substantial breach of the Contract. In case the seller shall be in delay with delivery of the goods, the buyer shall have the right to rescind the Contract. Simultaneously, the buyer shall have the right to apply the contractual sanctions against the seller pursuant to the Article XII of the General Commercial Terms hereunder.

## **VI. Transfer of title and risk of damage**

1. The title and the risk of damage of the goods shall be transferred on the buyer as of the moment of taking over the goods.

## **VII. Takeover of goods and testing of the goods**

1. The contracting parties shall prepare a written takeover protocol (hereinafter referred to as "takeover protocol") concerning the takeover of the goods by the buyer. The takeover protocol, signed by the representatives of both contracting parties, shall represent the proof of accomplishment of the subject-matter of the Contract.

2. The seller shall be obliged, not later than at takeover of the goods by the buyer, to handover to the buyer the documents necessary for takeover and for use of the goods, as well as other documents determined under the Contract.

3. If determined by the legal regulations or agreed under the Contract, the seller shall be obliged, not later than when takeover of the goods by the buyer occurs, to submit to the buyer the certificate on conformity of the technical properties of the product with the respective technical regulations, or another document that proves the compliance of the goods properties with the requirements of the generally binding and technical regulations (technical documentation, safety data card, etc.). Component part of the technical documentation to the goods will represent instructions for safe use and maintenance and conditions of performing checks and inspections of goods. If goods represent a working tool, technical documentation has to include requirements for securing occupational safety and health.

4. Prior to delivery of the goods, the seller shall be obliged to ensure that the goods undergo testing or technical inspection (hereinafter referred to as "tests") in order to identify whether the goods comply with the quality and design requirements and whether they comply with the conditions under the Contract. The seller shall be obliged to submit the results of the tests to the buyer, not later than when takeover of the goods by the buyer occurs.

5. If agreed by the contracting parties that the buyer has the right to attend the testing of the goods, the seller shall be obliged to notify the

buyer of the place and date of testing the goods, and thus not later than 14 days prior to the scheduled date of testing.

6. If the buyer or the person nominated by him does not arrive on the determined time for testing, the seller may perform the tests even without the presence of the buyer, while it is obliged to inform the buyer of the test result without undue delay.

7. The costs related to testing of the goods shall be borne by the seller.

8. The costs related to participation of the buyer or the person nominated by it in testing shall be borne by the buyer. If the tests are not performed at the time agreed due to the fault of the seller, or if the test result proves that the goods do not comply with requirement of quality or do not fulfil conditions determined under the Contract, the seller shall be obliged to reimburse the buyer all costs the buyer incurred in this relation.

9. Testing in the presence of the buyer does not discharge the seller from the liability for the defects identified after delivery of the goods.

## **VIII. Warranty period and liability for defects of goods**

1. The seller shall be obliged to deliver the goods in the amount, quality and design determined by the Contract. Otherwise the goods have defects and the seller shall be liable for the defects of the goods pursuant to the provisions of these General Commercial Terms and of the Article 422, and further, of the Commercial Code.

2. The seller shall provide a warranty for the fact that during warranty period duration the delivered goods will be capable for use for the agreed or usual purpose and that the goods will preserve agreed or usual features and technical parameters.

3. The seller shall be liable that the delivered goods do not show any legal defects and that from the side of a third party there will not be made claims due to breach or impairment of copy rights, trade mark rights or other similar rights. The seller shall be liable for legal defects of the goods pursuant to the provisions of the Article 433, and further, of the Commercial Code.

4. If not agreed otherwise under the Contract, the warranty period lasts 24 months and starts lapsing from the date of taking over the goods by the buyer.

5. In case the goods are delivered with defects, the buyer shall have the right to:

- a) request removal of the defects through delivery of substitute goods instead of the defective goods, delivery of missing goods and to request removal of the legal damages, or
- b) request removal of the damages by repairing the goods, if the damages are repairable, or
- c) request adequate discount on the purchase price, or
- d) rescind the Contract.

The right of selection from the above-mentioned claims belongs to the buyer.

6. If defects occur at goods within the warranty period, the buyer is entitled to claim these defects. If the buyer in its claim requires elimination of defects, the seller shall be obliged to eliminate these defects, whereas all costs that will incur in connection with defect elimination shall be borne by the seller. The buyer shall be obliged to make all efforts that the claimed defects are eliminated as soon as possible from delivery of the claim. If the buyer and the seller do not agreed otherwise in writing, the seller shall be obliged to eliminate the claimed defects within three days at latest from the date of delivering the claim. In the event that the seller does not eliminate the defects in the above-mentioned time period and in urgent cases also then, when it is impossible to wait for defect elimination directly by the seller, the buyer is entitled to eliminate these defects by itself or delegate their elimination to a third party, whereas the buyer is entitled to be compensated by the seller for costs connected with it. Defect elimination by the buyer itself or by a third party in this case shall not cause warranty expiry.

7. The claims in respect of defects of the goods shall not affect the right to claim for indemnification or contractual penalty.

#### **IX. Risks resulting from the goods**

1. If a component part of the goods are substances that have one or more hazardous properties, the seller shall be obliged to characterize in the relevant documentation the risks resulting from their use, to identify the hazards and determine measures for safe handling, warehousing and transportation of these substances, in particular, from the point of view of health protection.

2. The seller shall be obliged to provide to the buyer the relevant information on threats resulting from the use of the goods in the respective operating and user conditions, including information on the way of protection against such threats, and to implement measures resulting from special regulations to ensure safety, health protection, as well as from the point of view of fire protection.

#### **X. Audit**

1. In case the seller declares that it has in place quality, environmental and safety management systems (both certified or not certified), it shall be obliged, upon the buyer's request, to allow the nominated employees of the buyer to perform the audit in its operations, aimed at verification of observance of this system.

2. For the purposes of verifying the economic performance during the term of the contract, the seller shall be obliged, at the buyer's request, to submit the accounts (financial statements, statement of assets and liabilities, statement of income and expenditure) to the buyer at any time. The buyer undertakes to treat the accounting documents as confidential information and not to disclose these documents to third parties without the express consent of the seller.

#### **XI. Environmental protection**

1. In case the subject-matter of the Contract is the delivery of goods containing chemical substances or chemical preparations, the seller shall be obliged to provide the safety data card in accordance with the separate legal regulations.

2. The seller can deliver only such chemical substances or preparations, which are registered within the intention of Regulation (EC) of the European Parliament and of the Council No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH) as amended by changes and amendments. The seller is liable for the fact that transportation and packing of goods is in compliance with terms of the European Agreement concerning the international carriage of dangerous goods by road (ADR) as amended by changes and amendments.

## **XII. Contractual sanctions**

1. If the seller is in delay with delivery of the goods under the Contract (fails to deliver duly the goods within the agreed date of performance), the buyer shall have the right to request the seller to pay the contractual penalty in the amount of 0.2% of the total purchase price of the goods specified in the Contract, and thus for each even started day of the delay, however not less than the amount 20 €. This shall also apply in case of failing to deliver, or delayed delivery of documents that are necessary for takeover or use of the goods, or other documents that the seller is obliged to submit to the buyer under the Contract.

2. The payment of the contractual penalty does not relieve the seller of the obligation to deliver the goods or the documents according to the Contract.

3. Application of the contractual penalty shall not affect the right to claim the damages caused by breaching of the contractual obligations.

4. Should the debtor be in delay with fulfilment of the monetary obligation, the creditor shall have the right to charge the debtor the interest on late payment in the amount of 0.02% of the outstanding amount for each day of delay.

## **XIII. Circumstances excluding liability**

1. Circumstances excluding liability mean any obstacle arising independently of the will of the obligor and which prevents the latter from fulfilling of his obligations, unless it can be reasonably assumed that the obligor could avert or overcome such an obstacle or its impacts, and also that the obligor could foresee the occurrence of the obstacle at the time when his contractual obligation arose.

2. An obstacle arising only when the obligor was already in delay with the performance of its obligation or an obstacle resulting from the obligor's financial situation shall not be deemed a circumstance excluding liability.

3. Neither of the contracting parties shall be liable for failure to perform its obligations arising from the Contract hereunder, in case that it proves that:

- the failure to perform occurred due to extraordinary, unforeseeable and non-avertable events,

- the obstacles and their consequences could not have been foreseen at the time of concluding the Contract,
- the obstacles and their consequences could not have been prevented, avoided or overcome.

4. To unforeseeable and unpreventable obstacles do not belong those caused by not granting the obligor with the official authorizations, licenses or similar permissions.

5. The party acting in breach of its obligation or which, considering all the circumstances, should be aware that it may breach its obligation under the contractual relationship, is obliged to notify the other contracting party of the nature and consequences of the obstacle that prevents or will prevent it from performing its obligation and of its consequences. The notification shall be made without undue delay after the obligor learnt of the obstacle or in due care may have learnt of it. The failure to notify obliges the obligor to pay for the damage that could have been averted by the means of early notification.

6. The effects of circumstances excluding liability shall be limited only to the time period until when the obstacle, with which the effects are linked, persists.

7. Circumstances excluding liability relieve the obliged party from the obligation to cover the damages, contractual penalty and other contractually agreed sanctions.

8. The term of performance shall be extended by the duration of the circumstances excluding the liability such that is acceptable for the authorised party. During this period, the right of the authorised party to withdraw from the contract, if such right exists, may not be exercised.

9. If the circumstances excluding the liability last more than six months, any of the parties may unilaterally withdraw from the Contract.

## **XIV. Final provisions**

1. All current agreements, verbal and written, relating to the negotiations of the Contract herein between the contacting parties, shall become void as of the date of concluding the Contract herein and shall be fully substituted by the Contract herein.

2. Should any of the provisions contained under the Contract herein become invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the



remaining provisions contained herein shall not be in any way affected or impaired thereby.

3. The Contracts, as well as the rights and obligations resulting from them, including the assessment of their validity as well as the consequences of their potential invalidity, shall be governed and interpreted on the basis and in accordance with the material law applicable in the Slovak Republic.

4. Legal relations not specifically detailed under the Contract, shall be governed by the provisions of the Commercial Code.

5. The contracting parties agreed that all conflicts resulting from the Contract herein or in relation to it shall be settled by mutual agreement. In case there shall not be reached an agreement, the conflicts shall be decided with final validity by the relevant court in the Slovak Republic, competent according to the process regulations applicable in the Slovak Republic. Herewith, the contracting parties exclude the application of any or all collision norms set out in bilateral and/or multilateral contracts and/or agreements which form part of the law and order of the Slovak Republic.

6. For clarification of the clauses used in the Contract are decisive the provisions of INCOTERMS 2000 issued by the International Chamber of Commerce in Paris.

7. In case the seller has the registered office abroad and the contracting parties did not agree under the Contract of the communication language, the communication language shall be English language.

8. The seller confirms by his signature that he is aware of the General Commercial Terms hereunder and accepts the conditions set out therein.

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The seller