

# GENERAL PURCHASE CONDITIONS

## CHEMOSVIT STROJCHEM, s.r.o.

These General Purchase Conditions shall apply to all contracts of purchase under which the contractors deliver their merchandise to CHEMOSVIT STROJCHEM, s.r.o. unless the contractual pages stipulate, in writing, a different arrangement of their rights and duties. Unilateral changes and amendments to these general purchase conditions are non-valid.

### Article 1.

- 1.1. The contract of purchase comes into existence implicitly by the seller's written confirmation of the purchaser's order by letter, fax, or e-mail, delivered to the purchaser at the latest three days after receipt of the order.
- 1.2. If the seller's order confirmation contains reservations or changes to the original order, it is regarded as a counter-offer on the part of the seller and the contract of purchase does not arise with delivery of the order confirmation.
- 1.3. These general purchase conditions take precedence over the seller's general trade conditions. Taking over the merchandise in no way whatsoever constitutes acceptance of the seller's possible general trade conditions.

### Article 2.

- 2.1. The agreed purchase price includes all the seller's costs including all packing and shipping costs according to the specifics of the commodities sold.
- 2.2. The purchaser's liability to pay the purchase price arises on the basis of the purchase invoice handed to him after due and prompt delivery of the merchandise, and is fulfilled at the moment of financial deduction from the purchaser's account. In the event of obvious merchandise defects, the purchaser may refuse to accept delivery and withhold the purchase payment until the remedied or replaced merchandise is delivered.
- 2.3. The purchase invoice terms follow the provisions of the valid tax laws. If the purchase invoice does not comply with the legal terms, the purchaser may return it to the seller for correction.
- 2.4. Unless the contractual pages state otherwise, the purchase invoice shall be paid within 90 days of receipt of delivery.
- 2.5. The seller is not authorised to unilaterally include any of his own claims on the purchaser with any purchaser's claims on the seller.

### Article 3.

- 3.1. In the event that the seller discovers that the agreed delivery date will not be met, he is obliged to inform the purchaser in writing without delay.
- 3.2. If the delivery date is not met, the seller commits himself to pay the buyer a contractual penalty of 0.04 % of the agreed purchase price of the undelivered merchandise (VAT not included) for each day of delay.
- 3.3. If the delay exceeds 15 days or if the delayed delivery is demonstratively no longer acceptable to the buyer (e.g. due to third-party commitments), the buyer may act without any further notice to terminate the contract.
- 3.4. In the event that the seller enters into bankruptcy proceedings, or restructuring takes place, or an audit is performed upon his assets after placement of the order, the seller may terminate the contract.

### Article 4.

- 4.1. The delivery is accomplished by handing over the merchandise to purchaser; this occurs with the purchaser signing the delivery note upon receipt of the merchandise.
- 4.2. By delivering the merchandise in accordance with article 4.1, the ownership and risk pertaining to the merchandise shall pass to the purchaser.
- 4.3. If the delivery of the merchandise is realized through a carrier, the merchandise is considered to be delivered at the point of loading: Svit, Chemosvit Strojchem, s.r.o.

### Article 5.

- 5.1. The seller is responsible for ensuring that the delivered merchandise conforms with the conditions specified in the purchaser's order, the relevant generally binding legal regulations and technical norms and its proper function for its designated purpose.
- 5.2. The seller is responsible for ensuring that the merchandise is free of any rights of use and contract laws or any third-party intellectual property obligations; otherwise, he will be responsible in full for the purchaser's damages.
- 5.3. If the nature of the merchandise or the generally binding legal regulations so require, the seller is obliged to provide the purchaser with the merchandise along with the documents related to it, especially the technical documentation and the instructions for use.
- 5.4. If the supplied merchandise comprises replaceable parts, the seller commits himself to secure the availability of the spare parts over the period of the service life of the appliance for the purchaser.

### Article 6.

- 6.1. The seller's responsibility for eventual merchandise defects is regulated by provisions § 422 and f. of the Commercial Code unless stated otherwise in the contract of purchase or the general conditions.
- 6.2. The merchandise guarantee period is 24 months from the date of delivery unless the contractual pages specify otherwise or the generally binding regulations determine a longer period.
- 6.3. In the event of complaint, the seller is obliged to rectify the defects in the merchandise promptly or to replace the merchandise; otherwise, after prior notification and provision of adequate time to the seller, the purchaser may so do on his own account at the seller's cost.
- 6.4. In the event of complaint with regard to the merchandise, the purchaser is entitled to withhold the purchase payment until a definitive settlement is reached, even so far as by judicial actions and procedures.
- 6.5. The seller commits himself to cover all the purchaser's costs connected with pursuing the complaint and to fully refund any damages caused by the defects in the merchandise.

### Article 7.

- 7.1. The purchaser may perform an inspection of the production status, the appropriacy of the materials used and oversee the seller's company operations.
- 7.2. All technical drawings, plans, models and other materials and technical information made accessible to the seller in connection with the order remain the purchaser's intellectual property and the purchaser is not permitted to divulge these to third parties or use them for any purpose other than fulfilling the contract of purchase; in the event of any breach of this obligation, the seller is responsible in full for the buyer's damages.

### Article 8.

- 8.1. The contractual relationship between the seller and the purchaser conforms to the law and order of the Slovak Republic, chiefly provisions § 409 and f. of the Commercial Code, the respective technical norms and these general purchase conditions. The purchaser asserts he has familiarised himself with all these and assents to them.
- 8.2. In the event of any litigation between the seller and the purchaser during the realisation of the contract of purchase, the authority of the judicial courts of the Slovak Republic shall be accepted.

### Article 9.

- 9.1. These general purchase conditions are effective from 1 September 2019 until cancelled or replaced by new conditions.