

GENERAL TERMS AND CONDITIONS OF SALE Technov, s.r.o. Rumanová 383 No. 01/2019 (hereinafter referred to as „General terms and conditions“)

1. Validity of the General Terms and Conditions

1.1 The General Terms and Conditions of Sale govern the relationship between company Technov, s.r.o with its registered office at Rumanová 383, Registered business No. 36 801 640, registered in the Commercial Register of the District Court Nitra, Section Sro, File No. 20237/N, hereinafter referred to as „**Seller**“ correspondent address of the Seller: Technov, s.r.o with registered office Rumanová 383 , phone : +42137 6930 103 and customers of company Technov, s.r.o hereinafter referred to as „**Buyer**“, when selling the goods to the Buyer, hereinafter referred to as „**Goods**“.

1.2 Deviations from these General Terms and Conditions are valid and effective only if they are confirmed in writing by the Seller and the Buyer.

1.3 These General Terms and Conditions apply in full to the relationship between the Seller and the Buyer when selling the Goods to the Seller, unless the Seller and the Buyer agree other terms in the written agreement.

1.4 General Terms and Conditions of the Buyer as any terms of purchase of the Buyer are excluded.

1.5 These General Terms and Conditions become binding on the Buyer by ordering the Goods by the Buyer at the Seller and, if the delivery of the Goods takes place without the Buyer's prior ordering of the Goods, by the Goods delivery.

2. Binding order, delivery time and delivery

2.1 The Seller shall deliver to the Buyer the Goods in the amount, term and for the prices specified in the individual purchase contracts concluded between the Seller and the Buyer; with a purchase contract is also considered a binding written order of the Buyer (hereinafter referred to as the "Order"), confirmed in writing by the Seller. Each Order of the Buyer is binding and irrevocable until 10 (ten) days from the date of its delivery to the Seller.

2.2 Each Order must contain the Seller's and Buyer's designation, types of ordered Goods, drawing numbers and reference to applicable technical conditions (Section 6.2), Goods quantities by Goods Type, Unit Price for each Goods Type, Required Goods Delivery Date, Order Date, Signature and legible name, surname and function of the person authorized to act on behalf of (al. for) the Buyer.

2.3 Deadlines for prospects and orders:

2.3.1 Unless otherwise agreed by the Seller and the Buyer, the Buyer shall submit the Orders at the min. 4 (four) months prior to Buyer the required delivery time of the Goods, in structure and update:

- for 2 (two) calendar months immediately following the submission of the Order by the Buyer as Orders that the Buyer is not entitled to cancel or unilaterally change the delivery time of the Goods (hereinafter "Fixed Months")

- for 2 (two) calendar months immediately following two fixed months as an option to cancel an Order of +/- 20% (from the quantity ordered for a particular product type) or to change the delivery time of a +/- 20% (of quantity ordered; for a particular product type).

2.3.2 Deadline for submitting Orders for special purchases, irregular purchases of Goods, etc. other than high volume and medium volume deliveries will be handled individually.

2.4 The Buyer is obliged to collect the ordered Goods from the Seller immediately, i.e. no later than five working days following the date on which the Seller notifies Buyer that the Goods are ready for collection at the agreed delivery time. In case the Buyer does not collect the Goods,

the Seller has the right to issue an invoice for this Goods and the Buyer is obliged to pay this invoice within its due date.

2.5 The Seller is not responsible for delays in deliveries, in cases where the Seller's delay was caused by the Buyer's failure to comply with its obligations, in particular as set forth in Section 3.6 hereof and / or in circumstances excluding liability and / or unforeseen events in the manufacture of the Seller or the Seller's suppliers, delayed supply of the Seller's suppliers and etc.

2.6 The Seller and the Buyer under paragraph 2.3.1 shall agree in writing the maximum and minimum quantity of Goods available to the Buyer in the finished goods warehouse at the Seller and the maximum and minimum quantity of Goods to be produced by the Seller to produce the Goods to the Buyer. In the event that the Buyer does not collect the Goods from the Seller based on confirmed Orders, the Buyer is obliged to buy from the Seller the stated agreed amount of Goods and the agreed amount of material for production of the Goods.

2.7 If the preparation of the production and / or manufacture by the Buyer of the required Goods requires the production of new tools and / or tools, resp. the Seller will have additional costs (development, documentation, testing, etc.), and the Buyer will not collect from the Seller the agreed amount of Goods, the Buyer will be obligated to pay the Seller the cost of preparing the production and / or production of these goods.

3. Purchase Price of Goods and Payment Terms

3.1 The Buyer shall pay the Seller the purchase price in EUR in the amount according to the confirmed Order. The Seller is entitled to unilaterally adjust the price of the Goods, taking into account the cost of production, in particular taking into account the price changes of the main raw materials needed to produce the Goods, Energy and Wage Changes.

3.2 The prices of the Goods are valid for the delivery terms of EXW Technov, s.r.o, unless other delivery terms are agreed.

3.3 The Seller will invoice the Purchase Prices of the Goods to the Buyer by an invoice containing all the details of the tax document. VAT will be invoiced under applicable law. If in Order or the purchase contract is not indicated whether the price stated is "without VAT" or "with VAT", it means "without VAT". VAT will be added to this amount in accordance with applicable legislation.

3.4 If the Buyer fails to pay the purchase price for the delivered Goods properly and on time, i.e. within the maturity period, the Seller has the right to charge the Buyer and the Buyer the obligation to pay late payment interest on the account marked by the Seller in the amount of 0.05% of the amount due for each, even started day of delay. The Buyer is obliged to pay the delayed invoice in this way no later than 14 (fourteen) days from the date of issue of the invoice with the interest on late payment.

3.5 If the Buyer delays with payment of any invoice or part thereof more than 10 (ten) business days after the due date of the invoice, the Seller has the right to suspend the delivery of the next Goods and not to provide the Buyer with another Goods until full payment of the Buyer's obligations to the Seller, deliveries are not for breach of contract by the Seller, or for delay by the Seller.

3.6 If the Buyer delays with payment of any invoice or part thereof more than 10 (ten) business days after the due date of the invoice, all financial claims of the Seller towards the Buyer become due.

4. Terms of Delivery

4.1 The Seller shall deliver the Goods to the Buyer under the delivery conditions of EXW Technov, s.r.o, unless other delivery terms are agreed.

5. Acquisition of ownership of the Goods

5.1 The ownership to the Goods shall be acquired by the Buyer at the moment of full payment of the purchase price of the Goods.

5.2 The Buyer is obliged, in case of delay in payment of the purchase price or any part of the purchase price by more than 10 (ten) days, to return to the Seller, at his own expense, the Goods at the first Seller's request and without any other conditions all goods for which the purchase price was not paid. The Buyer shall be liable for the Seller to collect the unpaid Goods at the Buyer's expense and to enter the premises in which the unpaid Goods are located.

6. Product specification and quality assurance

6.1 The Seller shall deliver the Goods in accordance with the applicable technical conditions, applicable standards and regulations applicable to the Goods and in accordance with the Technical Specifications of the Goods specified in the drawing and technical documentation agreed between the Seller and Buyer.

6.2 For Goods and components manufactured on the basis of design or technical assignment of the Buyer, the technical specification requires the drawing documentation, technical conditions or other form of construction - technological documentation, valid for the delivered Goods.

6.3 The relevant technical standards shall apply to Goods or parts thereof manufactured according to Slovak or international technical standards.

7. Warranty and claims

7.1 The Seller provides 24 (twenty-four) months warranty on the Goods.

7.2 The warranty period begins on the date of delivery of the Goods. The Seller is liable for defects incurred during the warranty period unless the Buyer has claimed such defects in writing without undue delay. The Seller is not liable for defects in the Goods caused by external events after the passage of the risk of damage if not caused by the Seller. The seller is also not liable for defects caused by improper handling of the Goods.

7.3 In the case of quantitative defects of the Goods, resp. replacement of the assortment, the Buyer has the right to claim these defects without undue delay no later than 5 (five) days from the date of delivery of the Goods, in which case the Buyer is obliged to submit a written claim report in one copy, which must include:

- (a) the name and address of the Buyer and the Seller;
- (b) order number;
- (c) the invoice number;
- (d) the date of delivery of the Goods;
- (e) the nature of the Goods;
- (f) the quantity and value of the claimed goods;
- (g) type of transport;
- (h) a description of the defect found;
- (i) the signature of the person authorized to act on behalf of the Buyer.

In the case of a justified complaint, the Seller shall settle the complaint within 10 (ten) working days from the date of receipt of the complaint report and within this period it shall comply with the obligation arising from the recognized complaint, i.e. eliminates quantitative defects and / or confusion of the assortment.

7.4 In the case of qualitative defects of the Goods, the Buyer has the right to claim these defects during the warranty period specified in paragraph 7.1, and in such case the Buyer is obliged to submit a written complaint in one copy, which must contain the particulars according to paragraph 7.3. The Seller shall make a written statement on the claim within 15 (fifteen) days from the date of receipt of the claim report and in case of a justified complaint it shall settle the claim within 30 (thirty) days of receipt of the claimed Goods, while the method of resolution of the recognized complaint shall be subject to mutual agreement between the Seller and the Buyer.

7.5 The Seller shall not be liable for lost profits and secondary damages incurred by the Buyer as a result of any defects in the Goods, e.g. damage to property of Buyer and / or third parties, and other secondary damages. The Seller is solely liable to the Buyer for actual damage based on the Seller's intention and gross negligence. If the Seller did not deliberately violate his / her obligations, the liability for actual damage is limited to the typical, reasonably foreseeable damage.

8. Danger of damage to the Goods

8.1 The risk of damage to the Goods passes to the Buyer at the moment of delivery of the Goods to the Buyer, respectively. to the first carrier for carriage to the Buyer, but not later than on the 5th (fifth) business day following the day on which the Seller notifies the Buyer that the Goods are ready for collection.

9. Effectiveness of the General Terms and Conditions

9.1 These General Terms and Conditions come into force and effect on 01.03.2019.

10. Delivery provisions

10.1 All notices, prompts or any other written documents that the Seller and Buyer will deliver may be delivered to the other party by registered mail or courier or fax or e-mail or in person with the receipt of the receipt, unless these Terms & Conditions expressly state how the document is delivered.

10.2 Documents are delivered to the Seller's correspondence address, e-mail address or fax number specified in Section 1.1 of these General Terms and Conditions, the Buyer's e-mail address or fax number on the Order, or the registered office address on the day of shipment, if the address is not listed on the Buyer's Order or any other address or e-mail or fax number that the participant notifies the other party in writing. In the event that these General Terms and Conditions or the Purchase Contract require delivery of the document by registered mail or courier, the original must be faxed, respectively. the document sent by e-mail is then delivered to the other party by registered post or by courier service.

10.3 In order to remove any doubts and uncertainties in the delivery of written documents by registered mail or courier, documents delivered in this manner will be deemed to have been delivered to the addressee on the third business day from the date of its dispatch to the addressee, unless the addressee has previously received the mail, if the addressee did not know about the deposit or did not take over the shipment for any reason..

11. Obligation of confidentiality and confidentiality of information and documents

11.1 All data, information and documents relating to the Seller's and Buyer's business relationship, which they provide or deal with before they enter into a business relationship and at any time during their term, are considered confidential under Section 271 of the Commercial Code if they are not publicly known.

11.2 The Seller and the Buyer are obliged to keep confidential information and documents under point 11.1 confidential and not to use or misuse them for their own purposes, or to disclose them or not. not to disclose their contents to a third party except where their use is necessary or useful for the purpose of carrying out their business relationship, but never if their disclosure would be justified in causing harm to the other party.

12. Arbitration clause

All disputes arising out of the contractual relationship between the Seller and the Buyer, the Order and its written confirmation, as well as any relations between the Buyer and the Seller arising out of and related to them, including their validity, interpretation or cancellation, Of the Slovak Chamber of Commerce and Industry in Bratislava, Slovak Republic, according to its basic internal legal regulations. The Seller and the Buyer shall be subject to the decision of that court. Its decision will be binding on the parties.

13. Decisive right

13.1 These General Terms and Conditions as well as all relations between Buyer and Seller in commercial cooperation are not governed by the provisions of the United Nations Convention on the International Sale of Goods.

13.2 Relationships between the Seller and the Buyer that will be concluded under these General Terms and Conditions, as well as the relations that the Seller and Buyer derive from their business cooperation and / or the legal consequences that will be related to them, including the assessment of their validity and the validity of the contracts, or the consequences of their invalidity, shall be governed by and construed in accordance with the law in force in the Slovak Republic. In matters not expressly provided for in this Agreement, the provisions of the Commercial Code applicable in the Slovak Republic and the provisions of other relevant generally binding legal regulations in force in the Slovak Republic shall apply. The applicable law is also the law in force in the Slovak Republic.

14. Final provisions

14.1 Changes and amendments to the General Terms and Conditions, contracts concluded between the Seller and the Buyer and Orders, waiver of rights or any other modification thereof may be made only in writing by mutual agreement of the Seller and the Buyer.

14.2 The rights and obligations of the Seller and the Buyer arising from these General Terms and Conditions and the agreements concluded between the Seller and the Buyer are transferred to their respective legal successors.

14.3 The individual provisions of the General Terms and Conditions and the agreements concluded between the Seller and the Buyer are enforceable independently of each other and the invalidity of any of them shall not affect the validity and effectiveness of the other provisions, except where it is due to the nature or other circumstance of such invalidity that provision cannot be separated from the other relevant provisions. In the event that any provision is null and void by any part of it, the provision shall be deemed to have been deleted.

14.4 The obligations laid down in the provisions relating to liability for damage and confidentiality remain in effect after the termination of the contractual relationship between the Seller and the Buyer.

In Rumanová, on 01.03.2019

on behalf of the company Technov, s.r.o Rumanová 383

Martin Trungel
Executive Director



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