

Article 1

For this business these between contracting parties arranged trade terms in wording cited below, are valid. Any kind of deviations from them, or their supplement or specials terms and clauses are permissible and valid only when contracting parties have specially agreed upon it in written form. From the moment of conclusion of this contract all previous correspondence and arrangements referring to the content of this contract are deprived of their validity. For the explanation of commercial clauses enumerated in this contract, international rules for explanation of delivery conditions INCOTERMS 2000 are used.

Article 2

The purchaser is obliged to send in time to seller all transport disposals necessary for fulfilment of delivery, if he does not do so, he is responsible to seller for any damages arisen from it. It is a substantial break of contract if the purchaser in spite of seller's appeal does not take over the delivered material or if the purchaser does not grant the cooperation necessary for the seller to deliver the contracted goods.

Article 3

The agreement upon price is the presupposition of the rise of contract. The respite of payment is excluded. In case of reasonable doubts about purchaser's capability to pay or in case of payment refusal the seller is entitled without prejudice of other of his rights to cancel or to change credit terms and ask for prompt payment. Interest on the overdue accounts amounts 0,05% from value of invoice for each day of delay.

Article 4

The delivered goods (reserved goods) shall remain the property of the seller/supplier until all claims arising from this contract have been paid in full.

Article 5

The buyer undertakes, as long as ownership has not yet been transferred to him, to treat the reserved goods with care and to insure them adequately at his own expense against fire, water and theft damage at replacement value.

Article 6

As long as ownership has not yet been transferred to the buyer, the buyer is not authorised to pledge the reserved goods to third parties or to assign them by way of security. However, the buyer is authorised to use the reserved goods and to resell them in the ordinary course of business as long as he is not in arrears with his payment obligations. The Buyer assigns to the Seller/Supplier by way of security the claims against his business partners arising from the sale in the amount of the final invoice amount agreed with us (including VAT). The seller/supplier accepts the assignment.

The seller/supplier irrevocably authorises the buyer to collect the claims assigned to the seller/supplier for his account in his own name. This shall not affect the right of the seller/supplier to collect the claims himself. However, the seller/supplier shall not collect the claims himself and shall not revoke the direct debit authorisation as long as the buyer duly fulfils his payment obligations.

Article 7

If the Buyer is in breach of contract vis-à-vis the Seller/Supplier, in particular if it defaults on its payment obligations, the Seller/Supplier shall be entitled to withdraw from the purchase contract and to demand that the Buyer surrender the goods subject to retention of title, provided that the Seller/Supplier has set the Buyer a reasonable deadline for payment to no avail. This shall not apply if the setting of a deadline is dispensable according to the statutory provisions. The demand for the return of goods does not at the same time include a declaration of cancellation; rather, the seller/supplier is entitled only to demand the return of the goods and to reserve the right to cancel the contract.

In the event of behaviour in breach of contract, the Seller/Supplier may demand that the Buyer disclose the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to the Seller/Supplier all relevant documents and provides all information required by the Seller/Supplier to assert the claims.

Article 8

The handling, processing or transformation of the reserved goods by the Buyer shall always be carried out in the name of and on behalf of the Seller/Supplier. If the reserved goods are processed with other items which are not the property of the seller/supplier, the seller/supplier shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. If the reserved goods are inseparably combined or mixed with other items not belonging to the seller/supplier, the seller shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other combined or mixed items at the time of combination or mixing. If the combining or mixing is carried out in such a way that the Buyer's item is to be regarded as the main item, it is agreed that the Buyer shall transfer co-ownership to the Seller/Supplier on a pro rata basis. The seller/supplier accepts this transfer. The Buyer shall hold the sole ownership or co-ownership of the item thus created in safe custody for the Seller/Supplier.

Article 9

If the buyer files for insolvency, he must inform the seller immediately in writing. If the goods subject to retention of title are seized by third parties or are subject to other interventions by third parties, the Buyer is obliged, as long as ownership has not yet been transferred to him, to inform the third party of the Seller's ownership rights and to notify the Seller/Supplier immediately in writing so that the Seller/Supplier can enforce his ownership rights. The Buyer shall be liable to the Seller/Supplier for any judicial or extrajudicial costs incurred in this connection, unless the third party is able to reimburse the Seller/Supplier for these costs.

Article 10

The seller/supplier undertakes, at the request of the buyer, to release the securities to which he is entitled to the extent that the realisable value exceeds the value of the outstanding claims against the buyer by 10%.

Article 11

It is permitted to fulfil contracted quantity in parts. The purchaser is obliged to give to seller sufficient adequate time limit for fulfilment, for each particular shipment 10 working days at least. This time limit is counted from the day, when the seller received from purchaser the written announcement till the day of despatch of the goods from the factory.

Article 12

The purchaser is obliged to take over delivered goods immediately after getting it and immediately give written information about defects. Defects which are apparent on examination of goods must be announced to seller in written form in English language at the least during 15 days counted from taking over of goods. If he does not do so, his rights from outer defaults will expire. The rights from the defaults of good expire, if these defaults are not announced to seller in written form immediately after when they could be identified upon adhering the professional care but at the latest during three months.

Article 13

The seller does not guarantee that delivered goods is free of patents and protected rights of third person. Technical and chemical specification is not guarantee for precise use and does not get rid the purchaser of liability to analyse and test delivered goods.

Article 14

Claim for damages addressed to seller is possible only in case that it has resulted from doing of seller. Subsequent damages and compensation of lost profit are excluded. In every case the liability of seller who caused a damage is limited with price of goods.

Article 15

The case of force majeure affecting the seller and his supplier automatically exempt the seller from liability.

Article 16

Any relations which might arise from this contract and any legal relations in connections with it including its validity or any consequences of its invalidity are governed by slovak law. In case any dispute concerning these relations should not be settled by amicable agreement it will be settled according to the Rules of the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava. Both parties undertake to fulfil all obligations to which they have been engaged by the arbitration award without delay if that were enforceable judgement.