

GENERAL COMMERCIAL TERMS AND CONDITIONS – PURCHASE OF GOODS

1. Introductory Provisions

The General Commercial Terms and Conditions for Purchasing Goods are applied to all sales contracts, and/or orders concluded by company VOLINIA a. s. as Purchaser in order to purchase goods. These General Commercial Terms and Conditions (hereinafter referred to as GCTC) govern the rights and duties between the Purchaser and the Seller and forms an integrated part of the order. The GCTC shall become binding for the Contracting Parties at the moment the order is confirmed in writing, unless stipulated in these GCTC otherwise. Upon confirmation of the order the Seller declares unconditional consent with the content of the GCTC and accepts the same. The GCTC are available at the registered office, and/or on the homepage of the Purchaser.

„Seller“ shall mean any natural person and/or legal entity entitled for the sale of the Goods in harmony with generally binding legal regulations. „Purchaser“ shall mean company VOLINIA a. s. „Goods“ shall mean any tangible thing (goods) specified individually or by quantity and type and that is specified in the order.

2. Placing an Order

Purchasers apply requirement for purchase of Good by written orders /proposal of sales contract/. That order of the Purchaser is deemed valid if it is signed by the authorized representatives of the Purchaser in harmony with the actual extract from the Companies Register, and/or other persons authorized by the Purchaser, and/or assigned persons.

3. Order Confirmation

Any and all orders must be confirmed in writing by the Seller or by persons authorised and assigned by the Seller in writing, by deadline specified in the order. Part of the confirmed order shall be a written authorisation, and/or written assignment of a person authorised for confirming orders on behalf of the Seller.

In case that the order is not confirmed within the required period and delivered by post to the Purchaser, the validity of the order expires.

Delivering documents can be made by mail, e-mail, or facsimile, in harmony with the agreement of the Contracting Parties.

In case that the Seller fails to confirm the order within deadline specified by the Purchaser, but he will deliver the Goods specified in the order within this period, it is believed and established that all terms and conditions specified in the order, as well as in GCTC were accepted.

In case that the Seller's confirmation of the order shall contain amendments, objections, restrictions, or other modifications, the Seller is obliged to notify the Purchaser on these amendments, objections, restrictions, or other modifications, while such order confirmation is refusal of the offer and is deemed as a new offer. The Purchaser shall be obliged by these amendments, objections, restrictions, and other modifications only in case of a written consent of the Purchaser.

4. Delivery of Goods

The Seller is obliged to inform the Purchaser in writing /fax, e-mail/ on performing delivery of the Goods (subject, quantity, etc.) not less than 3 working days in advance.

Delivery of Goods is deemed fulfilled upon delivery of Goods in the required quantity, quality, deadline, place and parity in harmony with INCOTERMS 2010 agreed in the order. The Seller is obliged to deliver with the Goods the documents necessary for delivery and use of the Goods, as well as other documents specified in the order, manuals, instructions for use and maintenance and other documentation required by the Purchaser, in time and in extent of obligations of agreed delivery conditions in harmony with INCOTERMS 2010.

If the valid legal regulations so define or the contracting parties so agreed, the Seller is obliged not later than with the Goods submit to the Purchaser the certificate on conformity of technical features of the Goods with the relevant technical regulations or other document proving conformity of features of the Goods with the requirements of generally binding legal regulations or technical regulations valid in Slovak republic.

The Seller is obliged to provide the Purchaser with required information on characteristics of the Goods, depending on the type of the Goods, resulting from its use in specified conditions of operation and use.

Classification of the Goods on the delivery note, on the invoice and other accessory documents must be in harmony with the indication in the order.

The Purchaser, and/or the person authorised by the Purchaser, in case of personal receipt of the Goods, shall confirm receipt of the Goods delivered properly and in time by signing the original document of execution of delivery (delivery note, bill of lading, freight bill...)

In case that the Contracting Parties agree on parity that is connected with the duty of the Seller to carry out the transfer of the Goods, the Seller is obliged to be mindful of purposefulness, efficiency, and relevant utilisation of transportation means.

The Seller is obliged to indicate in the invoice the order no. of the Purchaser and the Purchaser's contact person according to the order.

The Purchaser's order confirmed in writing by the Seller forms an integrated part of the Seller's invoice.

In case of consignments by mail the Seller is obliged to provide for insurance of the consignment up to the value of the Goods, at own expenses, and/or expenses of the Purchaser depending on the applied clause of INCOTERMS 2010.

At the territory of the Purchaser, the Seller, and/or the carrier provided by the Seller is obliged to observe the principles of work safety and protection of health, fire protection, instructions of the guard duty, fire precautions, principles of work safety, regulations of road traffic, environmental measures, as well as instructions of the Purchaser.

Unless specified by the contract, if the Goods are to be packed or arranged for transfer, the Seller is obliged to pack the Goods or arrange the goods for transfer in a way that is usual for such Goods in business.

Unless the parties agree otherwise, the Seller is not entitled to partial fulfilment of the contract without prior written consent of the Purchaser. Delivering smaller quantities of Goods than it was agreed, without prior written consent of the Purchaser is deemed as significant breach of contract.

In case of delay of the Seller with delivery of the Goods the Purchaser is entitled to require from the Seller the payment of contractual penalty in the amount of 0.05 % of the value of the Goods per each day of delay. The right of the Purchaser for compensation of damages in full amount is not hereby affected.

In case that the consignment includes returnable packages /pallets, barrels, containers, ... / the Seller is obliged to indicate on the bill of delivery the precise dispositions that are to be returned.

5. Price and Payment Conditions

The price in the order is stated as VAT excl.

The Purchaser immediately after delivering the Goods or at the delivery of Goods issues and delivers the invoice to the Purchaser in two copies, for the agreed purchase price.

The invoice must include mainly the following elements: the word „invoice“ and invoice no, order no., name and registered office of the Seller, Company No., VAT Id. no., bank details, subject of order /pursuant to order/, unit price, quantity in units of measure pursuant to the order, total invoiced sum, delivery conditions according to INCOTERMS 2010, date of issue, maturity date, name and contact of the person who issued the invoice.

The Purchaser is obliged to pay the purchase price based on the invoice issued by the Seller and demonstrably delivered to the Purchaser, of which attachment are the documents proving fulfilment of the order, signed by both contracting parties. The Purchaser shall make no advance payments to the Seller for the delivered Goods, unless contracting parties agreed in written otherwise.

The maturity period of the invoice, unless contracting parties agreed otherwise, is 60 calendar days and begins on the day it is demonstrably delivered to the Purchaser.

The purchase price is deemed paid at the moment of debiting the bank account of the Purchaser in favour of the Seller's bank account.

In case that the contracting parties agree on partial payment of the Goods' price as advance payment, the Seller shall issue an advance payment invoice in the amount and under terms and conditions jointly agreed. The sum paid by the Purchaser based on advance payment invoice shall be counted to the total price of the Goods according to the order.

6. Responsibility for Defects and Claiming

The Purchaser can reclaim defects of the Goods by claims. In case of quantitative and apparent defects of the Goods the Purchaser can submit such claims in respect of defects at the Seller by 10 working days from the date of delivery and receipt of the Goods by the Purchaser at his registered office, unless process according to the last paragraph of this article is to be applied. The guarantee period of the Goods is not less than 24 months, unless agreed in written otherwise by contracting parties.

The claim is filed by the Purchaser with the Seller by mail, and/or e-mail or fax and consequently by mail. The Purchaser specifies in the claim the required method of solving the claim corresponding to the nature of the defect of the Goods: delivery of alternate Goods, delivery of the missing Goods, repair of the Goods, discount from the purchase price or withdrawal from contract.

The Seller is obliged to make a statement in respect of the claim within 3 days from the date of delivery of the claim. The Purchaser enables the Seller, as well as other authorised persons to have access to the reclaimed Goods. If the Seller fails to make a statement in respect of the claim within the specified period, the Purchaser has the right to withdraw from the order immediately. The right of the Purchaser for compensation of damages in full amount is not affected. If carrier used the apparent defects of the Goods detected at the receipt of the Goods the claim confirmed by the Purchaser, carrier, eventually by a non-partial third party is accepted as evidence. The Seller is obliged to remove the detected defects within 5 days from the date of filing the claim, unless agreed by the contracting parties in written otherwise.

In case that at the receipt of the Goods from the Seller or the carrier the Purchaser detects a defect of the Goods that make the Goods unusable, and/or any apparent defect, the Purchaser has the right to refuse the receipt of the Goods and the right to delivery alternate Goods or immediately withdraw from the contract. The right of the Purchaser for compensation of damages in full amount is not affected.

If the defects of the Goods are detected until the maturity date of the invoice and the Purchaser reclaimed defective Goods, the Purchaser is not obliged to pay the purchase price, and/or part of the purchase price corresponding to the non-delivered and/or defective Goods until the date of settling the claim. Such action is not deemed breach of contractual obligations by the Purchaser.

7. Circumstances Excluding Liability

In case that events occur independent from the will of the obliged party and these events prevent the obliged party from fulfilling the duties, if it cannot be reasonably foreseen that the obliged party diverted or overcome this obstacle or its consequences, further if at the time of occurrence of the obligation this obstacle was foreseen /natural disaster, plague, explosion, strike organised by a union trade centre, legal measures of the state/ the Seller or the Purchaser is entitled to withdraw from the contract without the claim for compensation of damages or to postpone fulfilment upon a mutual agreement by a period during which the obstacle persisted.

The relevant contracting party is obliged to report the occurrence of the circumstance that excludes liability to the other party immediately.

8. Termination of the Contracting Relationship

In case of an order for repeating fulfilment each of the contracting parties is entitled to terminate it with two-month notice period that begins on the first day of the month following after delivering notice to the other party.

The Seller is entitled to withdraw from the order in case that the Purchaser is in delay with payment of the purchase price more than 60 days after maturity date. The Purchaser is entitled to withdraw from the order in case that the Seller is in delay with delivering the Goods more than 10 days after the deadline for goods delivery or in case if the Goods are not suitable for proper use. Withdrawal shall be effective on the date the written statement is delivered to the other Contracting Party.

9. Ownership Right to the Goods

Ownership right to the Goods is transferred to the Purchaser upon receipt of the Goods under a protocol at the place of delivery specified in the order according to the agreed conditions of delivery in harmony with INCOTERMS 2010. Risk of damage of the Goods is transferred to the Purchaser upon receipt of the Goods by the Purchaser under a protocol.

10. Joint and Final Provisions

Mutual relations of the Contracting Parties resulting herefrom and the order that are expressly not governed therein, shall be governed by relevant provisions of the Commercial Code and relating Slovak legal regulations.

The Contracting Parties agreed that the Seller shall not transfer, and/or assign any rights, and/or duties resulting from the order and these GCTC without prior written consent of the Purchaser to any third party. Any such transfer, and/or assignment in conflict with this provision shall be invalid.

Any and all disputes resulting from orders, including disputes in respect of validity, interpretation or termination, shall be solved before the permanent arbitration court European Arbitration Court established at the company ARBITRAŽNE A MEDIACNE CENTRUM/CENTRE DE MEDIATION ET D'ARBITRAGE a.s. according to its basic internal legal regulations. The parties oblige to comply with the resolution of the mentioned court. Such resolutions shall be final, binding and enforceable for the Parties, as well as issued in Slovak. The disputes are to be heard and decided upon by a single arbitrator. The Board of the European Arbitration Court (EAC) is entitled to appoint the arbitrator after EAC Chairman submitted proposal from the list of arbitrators maintained by EAC. Oral hearing shall take place at the registered office of the arbitration court at the address: Profitaštických bojovníkov 11, 040 01 Košice in Slovak.

Modifications and amendments hereof require written agreement of both contracting parties, otherwise invalid. If any of the GCTC provisions shall become or declared to be invalid or ineffective, this shall not affect the validity or effectivity of other GCTC provisions.

Where in GCTC or in order the term "immediately" or "without undue delay" is used, it means execution of the given action not later than within 3 working days.

The GCTC, as well as every order concluded shall be administered, governed and interpreted by the law of Slovak republic.

The GCTC is an integrated part of the order, unconditionally agreed and accepted by the Seller. Upon agreement the Contracting Parties can expressly exclude the application of some of the provisions hereof specified in the order.

The GCTC enter into force on 01.01.2021.

Dated in Bratislava, 01.01.2021