



# General Sales Terms

## METALPORT, s.r.o.

registered in the Commercial Register of the District Court Košice I, file number: 11298 / V

### § 1 Offer and conclusion of the contract

1. All the offers and contracts are governed exclusively by following contractual terms. Offers of supplier are non-binding. Orders of client are binding only after written confirmation of supplier.
2. Supplements, amendments or annexes are effective only after written confirmation of supplier.
3. Supplier reserves the right of ownership for preliminary budgets, drawings and other documents. These must not be provided to third parties.
4. In case of new clients we reserve the right to decide whether the client has to pay an advance and/or if the payment takes place upon supply. If the economic status of new client is transparent, unequivocally positive, we do not apply such right.
5. In case of big orders and special forms we decide about eventual advance upon the acceptance of the order.

### § 2 Scope of the obligation of supply

1. For scope of supply is decisive the written confirmation of the order by supplier.
2. Dimensions, weights, images and drawings as well as other documents related to the order are only approximative unless they are explicitly identified as binding. Minimal, common derogations from our data on dimensions, weight and services and those conditioned by technical changes are permissible.

### § 3 Price and payment

1. Unless not agreed otherwise, the purchase price must be **paid at the latest up to 8 working days from the date of issuance of invoice, without reducing cash discount**. If reduction of discount is explicitly agreed, client is entitled to reduce discount only before the expiration of deadline. Reduction at later payment is not possible and improperly reduced amount of discount is considered as outstanding.
2. In case of late payment interest for late payment will be charged from due date in amount of 9,74 %. Drawing up and sending of reminder is charged with a fee of € 5 for each work action.
3. In case that client does not respect payment conditions supplier is entitled to carry out remaining supplies or actions on the basis of advance payment or monetary guarantee.
4. Detention of payment or reciprocal set-off is fully excluded.
5. Our prices are net sales prices from storage or production plant. Foreseen value added tax and all additional costs are charged separately.
6. Payment orders, cheques and notes may be accepted only on the basis of specific agreement. (And if so, only free of charge taking into account the date of foreign currency and without reduction of cash discount).
7. Client is authorising us to get information on his creditworthiness and payment capability at credit institutions in case of business transactions where purchase price is not paid in cash at receipt.

### § 4 Supply deadline

1. Supply deadline is considered to be respected if the object of supply leaves the storage or production plant of supplier before its expiry or if client is informed that supply is prepared to be sent.

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2. In case of unpredictable barriers that are outside the scope of supplier or in case of occurrence of barriers for which the production plant is responsible the supply deadline is adequately extended.
3. If the dispatch is delayed on the grounds of reasons caused by client, potential costs shall be charged from the 14<sup>th</sup> day.  
Supplier is entitled to freely handle the object of supply after provision of inconclusively expired substitute deadline.

#### **§ 5 Passing of risk or taking the object of supply**

1. Risk passes on the client upon transfer of supply to shipping company, carrier or to assembly centre, but at the latest upon leaving the storage of supplier or production plant.  
Supplier at client's request insures the cargo against damage and damages caused during transfer, against fire or water and charges it to client.
2. In case of delayed dispatch resulting from circumstances not attributable to supplier risk passes (from the date when the supply is prepared for dispatch) on client. At his request the object of supply is insured against damages. Costs are born by client.
3. Client is obliged to accept supplied objects, even with non-essential errors, while the right resulting from § 6 is not affected.
4. Partial deliveries are permissible.

#### **§ 6 Retention of title**

1. **Supplier reserves ownership on all the objects of supply until the full payment of all claims is carried out.** In case of continuous invoicing all the reserved property serves to ensure remaining claim.  
If the estimated price of reserved property that serves as retention to supplier is higher than 50 % of outstanding claims, client is obliged to provide guarantee of his own choice at supplier's request.
2. Client may not reserve the object and he cannot provide guarantee to third parties. Supplier is obliged to inform client without delay in case of reservation, seizure or other disposition of object of supply by third parties.
3. If client acts contrary to the contract, mainly in case of delay of payment, supplier is entitled to seize the object of supply and the client is obliged to hand it.
4. Application of retention of title and seizure of the object of supply by supplier are not considered withdrawal from contract.

#### **§ 7 Leasing with right to purchase**

1. If client leases the subject with right or obligation to purchase the object of leasing at the end of lease period with offsetting the rent paid by him, he is obliged to pay to supplier for damages caused by destruction, loss or harm of subject of leasing after its takeover even through no fault of his own, we immediately pass claims arisen from compensation for damage against third parties on client.
2. We give the subject of leasing to client with no material or legal errors. At the other side, client is obliged to maintain subject of lease in proper and functional state during the period of lease. Costs for service and maintenance are paid by client.

#### **§ 8 Responsibility for errors of supply**

1. Supplier can at his discretion repair or deliver new parts free of charge, in case they show material errors in 6 months after supply. Identification of such errors must be immediately communicated to supplier in writing.

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Claims from material errors – from any legal reasons – are time-barred after 6 months. From the sixth to twelve month client is obliged to document that the error was already existing at time of supply. If it is obvious that client handled the object of supply with obvious negligence, he loses any claim to guarantee.

2. We do not take any responsibility for damages caused by natural wear.
3. We do not provide guarantee for damages *resulting for following reasons*:
  - Improper or incorrect use
  - Erroneous or negligent mounting or placing into service by client or unauthorized third parties
  - Erroneous or negligent maintenance of object of supply
  - Excessive stress
  - Inappropriate operational means and substitute materials.
4. Supplier must be provided with necessary time for repair and substitute supply, otherwise supplier is not responsible for errors.
5. Supplier is not responsible for any recommended changes or repairs incorrectly carried out by client or third parties.
6. Further claims, mainly compensation for damages, not occurred on the object of supply itself, may be applied by client only
  - In case of gross negligence
  - In case of threat to the life or health
  - In case of violation of substantial contractual obligations if the contractual purpose is threatened
  - In case of errors that were intentionally concealed or for absence of which supplier provides guarantee.
7. Used objects of supply are sold without any responsibility for errors.
8. Unless not agreed otherwise the supplier shall carry out supply on national territory without application of industrial property rights and copyrights. In case of some violation of industrial property rights despite this, he shall ensure related right to use from the owner or he amends object of supply so that the industrial property right is not violated. If supplier is not able to carry it out under reasonable and acceptable conditions, client as well as supplier are entitled to withdraw from contract.

#### **§ 9 Right of client to withdrawal, discount and other guarantees of supplier**

1. Client is entitled to withdraw from contract if overall performance of passing the risk is definitively not possible for supplier.
2. If this impossibility arises at delayed takeover or because of the fault of client, the client is obliged to carry out payment.
3. Besides the client has right to withdraw if supplier lets to expire the adequate substitute period that was provided in sense of supply terms in order to remove or repair errors for which he is responsible.
4. Further claims for compensation of damages of any kind as well as for damages not occurred on the object of supply, are possible only
  - In case of gross negligence
  - In case of threat to the life or health
  - In case of violation of substantial contractual obligations if the contractual purpose is threatened
  - In cases of errors on object of supply for which in sense of act on responsibility for damage caused by error of the product he provides guarantee in case of injury of persons or material harm in case of privately used objects
  - In case of non-existence of explicitly guaranteed characteristics if guarantee was designed to protect client against damages that has not self-occurred on object of supply

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- In case of errors that were intentionally concealed or for absence of which supplier provides guarantee.

Further claims related to withdrawal, discounts or compensation for damage are not possible.

#### **§ 10 Responsibility for secondary obligations**

In case that client could not use object of supply in accordance with contract because of the fault of supplier for reason of performance that was not carried out or erroneous according to drafts and consultations before or after conclusion of contract and other contractual secondary obligations, and mainly instructions for use and maintenance of object of supply, the wording of § 8 and 9 is valid, while further claims of client are excluded.

#### **§ 11 Right of supplier to withdraw**

Contract is adequately adapted in case of unpredictable events in senses of § 4 of sales and supply terms, if the economic sense or content of performance changes considerably or it has considerable effect on operation of supplier and in case that the impossibility of fulfilment is proved consequently. If it is not possible from economic point of view, supplier is entitled to completely or partially withdraw from contract.

Client can apply claims related to compensation for damage only on the ground of gross negligence of supplier. If supplier wants to use right to withdraw, he is obliged to inform client about this fact without delay after identification of scope, also in case when he originally agreed with client on extension of supply deadline.

#### **§ 12 Copyrights, patent rights, design and trademarks protection**

Supplier is not responsible for the fact that orders of client are subject to any copyrights, patent rights, design and trademarks protection. If after acceptance of order and production of product it is found that this product for any reason is subject to above mentioned rights or any of them, it does not mean additional responsibility for supplier. Client declares that he will compensate supplier in case that any third parties that possess above mentioned rights, will apply them at supplier.

#### **§ 13 Competent Court**

The place of performance for payments and exclusive place of Court, also for proceedings in documentary and notes proceedings for both contractual parties, and for all current and future claims resulting from business relationship, is court in the area of jurisdiction and in principal place of business of supplier.

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