

General delivery terms and conditions of VUKI a.s.

I Scope

1. These general terms and conditions of delivery shall regulate contractual terms and conditions of delivery of goods by VUKI a.s. (hereinafter the "Seller"). A detailed specification of delivered goods is usually stipulated in the Seller's offer. Contractual terms and conditions of service delivery are always regulated by a special contract.
2. In the event that the provisions of the special contract differ from the general terms and conditions of delivery, the provisions of the contract shall prevail.
3. Any deviation from the terms and conditions of delivery shall be valid only if approved by the Seller in writing.
4. The general terms and conditions of delivery create integral part of the Seller's offer, or order of the other party (hereinafter the "Buyer") confirmed by the Seller.

II Offer to conclude a contract

1. Seller shall submit the offer to conclude a contract to the Buyer as part of the offer that usually specifies the type and quantity of goods (in case of cables, the variation from -5% to +10% is acceptable), price and the expected date of delivery. The offer can be oral or written and it is valid for a defined period of time, usually for a period not exceeding three (3) calendar days from the day of submission.
2. If the Buyer fails to accept the offer to conclude a contract within the set period of time, the offer to conclude a contract shall extinguish.
3. Information published in the catalogues, at the website www.vuki.sk and in other promotional literature of the Seller shall be binding only if the offer to conclude a contract or the order confirmed by the Seller explicitly refers to them.
4. Buyer shall only be entitled to provide a third party with the offer to conclude a contract of part thereof with the Seller's written consent.

III

Conclusion of contract

1. The contract shall mean the agreement on the delivery of goods made between the Buyer and the Seller pursuant to the provisions of these general terms and conditions of delivery.
2. The contract pursuant to these delivery conditions shall be concluded upon the delivery of a written order fully complying with the previous Seller's offer to the Seller.
3. If the Buyer delivers the order without Seller's previous offer, or the order does not comply with the previous Seller's offer, the contract shall be considered to be concluded upon Seller's written confirmation of the acceptance of the order or upon performance of the delivery.
4. The order pursuant to the aforementioned paragraphs must be delivered to the Seller's headquarters within the specified period of time. If the order is delivered to the Seller by fax, the Buyer shall be obliged, within three (3) working days, to provide the Seller with the original copy of the order. If the Buyer fails to meet this condition, the order does not have to be executed.
5. In case of the first order of goods, the Buyer shall be obliged to provide the Seller with the original copy of the order and with the original of the extract from the Commercial register.
6. If the Buyer fails to notify the Seller in writing of any change in the offer to conclude a contract within three (3) working days from the delivery of the order confirmation, the Seller shall consider the terms and conditions of delivery stipulated in the order confirmation to be accepted by the Buyer.

IV

Price and terms of payment

1. Price shall mean the price of goods stored at the Seller's warehouse excluding the transportation costs and VAT.
2. Unless the Parties agree otherwise, any costs relating to the transportation of goods from the Seller's warehouse shall be paid by the Buyer.
3. Seller shall issue and deliver to the Buyer advance, partial or final invoices within the agreed periods of time. All invoices shall be due within fifteen (15) calendar days from the day of issuance, unless otherwise agreed.
4. Buyer shall pay the invoices in EUR to the Seller's bank account stated in the respective invoice. Any fees and other costs relating to the payment shall be borne by the Buyer.
5. Buyer shall not be entitled to reduce or condition the payment by the fulfilment of conditions that are not expressly agreed in the contract.
6. The payment shall be considered to have been made upon the total amount invoiced is credited to the Seller's bank account.
7. In the event that the Buyer fails to meet its obligations arising out of the contract (for instance, the failure to pay advance or other invoices on time), the Seller shall be entitled to:
 - a) postpone the performance of its obligations until the Buyer meets its liabilities;
 - b) charge a contractual penalty in a total amount of 0.1% of the outstanding amount per each of delay until the performance of Buyer's obligations;
 - c) withdraw from the contract and make a claim for compensation.

V Delivery of goods

1. Seller shall enable the Buyer to accept the delivery at the Seller's headquarters on the agreed date of delivery. The delivery shall be considered to be made upon the acceptance of goods by the Buyer.
2. If the Buyer orders the transportation of goods to a place located in the territory of the SR other than the Seller's headquarters, the Seller shall ensure the transportation, at Buyer's costs, through its contractual carriers. In this case, the delivery shall be considered to be made upon handing over the goods to a selected carrier.
3. Seller shall be obliged to deliver goods within the delivery period agreed in the contract, while 10% of delivery can be packaged in other than standard lengths. In the event that the Buyer is to meet certain obligations prior to the delivery of goods (e.g. make the payment to the Seller), the delivery period shall commence on the day of the performance of obligation by the Buyer.
4. Seller shall also be entitled to provide partial or early performances.
5. In the event that the goods are ready for delivery and the delivery cannot be made within five (5) working days after the service of the notice due to reasons on the part of the Buyer, the delivery shall be considered to be made on the fifth working day. Seller shall be entitled to store goods at the Buyer's costs. This is without prejudice to the terms of payment agreed by the Parties.
6. Under the provisions of Section 445 of the Commercial Code, the Buyer shall acquire the title to the delivered goods only when it has paid the selling price in full.

VI

Risk of damage

1. Risk of damage shall pass to the Buyer upon the delivery is considered to be made pursuant to the aforementioned articles.

VII

Warranty and liability for damage

1. Seller shall provide the Buyer with a warranty period of twenty-four (24) months from the date of delivery. During the warranty period, the Seller warrants to the Buyer that the delivered goods are suitable for use for the purpose agreed, or that they will preserve the agreed qualities, unless otherwise stated in the technical letter or processing manual.
2. The warranty shall be valid only if the Buyer notifies the Seller in writing without undue delay of any defects occurred.
3. The warranty shall not apply to defects incurred after the risk of damage passes to the Buyer.
4. The warranty shall not apply to defects caused by transportation, inappropriate storage and manipulation, improper treatment, incongruity between installation requirements and operating conditions, or other factors beyond Seller's control.
5. The warranty shall expire prematurely if the Buyer or a third party fails to meet requirements for a proper storage of goods, or carries out modifications or repairs of goods or any part thereof without the Seller's prior written consent.
6. Seller shall only be liable for damages resulting from the breach of its contractual obligations, unless it proves that such a breach was caused by circumstances excluding the liability. The circumstances excluding the liability shall be considered an obstacle that arises independently of Seller's will and prevents it from performing its obligations, provided it cannot be reasonably expected that the Seller could have averted or overcome such an obstacle or consequences thereof, and that the occurrence of such an obstacle was unpredictable at the time when the Seller undertook to perform such obligation.
7. Seller shall not be liable for any damage resulting from the Buyer's failure to observe instructions relating to the storage, assembly, and operation of goods.
8. In case of a damage caused by one of the Parties, the injured party shall not claim the compensation for lost profit.
9. Should the warranty claim not be justified, Seller shall be entitled to claim the compensation for costs incurred in connection with the assessment of defects, in particular the costs of laboratory tests of goods, transportation of goods and personnel costs.
10. In any case is the seller responsible for the product's external marking, which the seller placed on the product on the basis of the buyer's written request. The buyer is fully responsible for the selection of external marking. The difference of the characteristics of the product from the product's external marking, which the buyer requested to be placed on the product, is not considered a defect of the product.

VIII

Temporary and final provisions

1. The Parties may withdraw from the contract:
 - a) if the other Party is in delay in performance of contractual obligations, however, only after the lapse of the additional period of time;
 - b) if the delivery is impossible due to reasons caused by the other Party,
 - c) for reasons caused by the Force Majeure.
2. The withdrawal from the contracts shall come into effect upon the delivery of the notice to the other Party. Following the delivery of the notice, the effects of the withdrawal from the contract can only be revoked or changed with the written consent of the other Party.
3. Project documentation, technical specification as well as any samples, catalogues and other products of the Seller shall remain intellectual property of the Seller.
4. Buyer hereby agrees not to export goods delivered by the Seller to places forbidden by the EU export regulations.
5. Rights and obligations of the Parties arising out of this contractual relationship shall be regulated by the respective provisions of the Commercial Code.