



Distribútor chemicko-technologických produktov

## General Commercial Terms and Conditions of Sale of Goods

Effective date 01.01.2015

### 1) Introductory Provisions

- (i) The General Commercial Terms and Conditions of Sale of Goods of KORA a.s., registered address Zlatovská 27, 911 05 Trenčín, Slovak Republic (hereinafter as „GTC“) govern the legal relationship between the seller and the buyer during the sale of goods of the seller under its normal business activity.
- (ii) Definitions of Terms – For the purposes of the GTC the following terms shall have the meaning as set out below:  
Seller: KORA a.s., Zlatovská 27, 911 05 Trenčín, Slovak Republic  
Buyer: Natural person or legal entity buying goods from the Seller.
- (iii) The GTC are an integral part of any business relationship between the Seller and the Buyer.
- (iv) Business relationship shall mean any framework sales contract, sales contract or an order of the Buyer confirmed by the Seller.
- (v) Sales contract shall mean an order of the Buyer confirmed by the Seller.

### 2) Order/ Offer

- (i) Pursuant to the order of the Buyer the Seller shall confirm the proposal of the sales contract (hereinafter as „SC“). Mutual confirmation of the proposal of the sales contract shall constitute the conclusion of the business relationship between the parties.
- (ii) Changes, additions, or amendments, of these GTC and SC shall be made in writing upon mutual agreement of both parties, otherwise they shall be invalid.
- (iii) Should the Seller not fulfil any of its obligations arising from the SC, the Buyer may insist on the performance or may terminate the SC and sell the goods to any third party. In both cases the Seller shall have the right to damages incurred as a result of the breach of the obligation of the Buyer.
- (iv) Unless otherwise provided in the SC, the Seller shall supply the Goods in original packaging as supplied by the manufacturer.

### 3) Supplies

- (i) The time of delivery, the moment of supply of goods, the terms of fulfilment of the obligations of the supplier and its acceptance shall be governed by provisions of § 414 – 416 of Act no. 513/1991 Coll. Commercial Code valid in the territory of the Slovak Republic.
- (ii) The Seller shall observe the delivery dates as stipulated under the sales contract. Should the Seller not observe the dates of delivery and amounts pursuant to the sales contract, the Seller shall immediately inform the Buyer and take necessary effective measures.
- (iii) The Buyer shall order the products in advance so that its stock is not exhausted before the realization of the delivery with respect to minimization of transport costs.
- (iv) The Seller reserves the right to determine the specific delivery terms with respect to its shipping and other capacities. Should the Buyer have specific requirements of express delivery of the goods, the delivery costs shall be evaluated pursuant to individual agreement of the parties.
- (v) The delivery shall be made as stipulated under the agreed delivery term pursuant to INCOTERMS in the applicable wording (hereinafter as „INCOTERMS“).
- (vi) The Seller shall examine the goods upon delivery in order to detect any visible discrepancies and the completeness of the delivery upon delivery. Subsequent procedure for filing claims is described in article 9.
- (vii) The Seller shall have the right to supply the goods in partial deliveries. Should the Seller not meet delivery date for any of the partial deliveries, the validity of the SC shall not be affected.
- (viii) Transportation (conclusion of a contract of carriage), any licenses, permits, formalities, insurance of the goods during transport – obligations of the Seller and the Buyer shall be governed by the delivery clause in the SC according to INCOTERMS.

### 4) Documents

- (i) The Seller shall include any documents with the delivery of the goods pursuant to provisions § 417 – 419 of the Commercial Code, pursuant to its obligations under the agreed commercial term in the SC pursuant to INCOTERMS.
- (ii) In the SC the Buyer and Seller may agree on other documents related to the goods not further specified (the scope of clearance, test protocol, certificate of origin, etc.).
- (iii) The Buyer – entrepreneur (natural or legal person) shall submit trade license or certificate of incorporation with the Seller no later than at the conclusion of the first delivery contract.

### 5) Packaging

- (i) The Seller supplies the goods packaged as follows: in bulk, in returnable packaging, in disposable packaging.
- (ii) Should the goods be supplied in returnable packaging, which are not invoiced, the Buyer shall be responsible for the return of the undamaged packaging at its own expense. Should the Buyer return damaged packaging or lose the packaging which belong to the Seller, it shall be liable for damage thus incurred to the Seller and shall pay the damages for the packaging to the Seller.
- (iii) The term returnable packaging (indicated on the invoice) means: Pallets – U 6173, U 6170/ZM/A, Euro-pallets, gitterboxes, containers, barrels, tanks, etc.

### 6) Prices

- (i) The agreement on price of the goods is crucial term of the contract (along with type and amount of goods, quality parameters, delivery dates, and place of delivery). The SC or FSC must contain the price of the goods, or at least specify the method of its subsequent determination, otherwise it shall be invalid.
- (ii) The price in the SC shall include the specification of the delivery clause according to INCOTERMS. Unless required in SC, the prices do not include taxes (VAT), customs, bank and other fees payable outside the territory of the Slovak Republic.
- (iii) The price offers processed before final approval on quality (if, for example, samples are first supplied) shall be considered informative.
- (iv) The Seller shall reserve the right to commence new price negotiations in case of change of costs of at least 5 % due to changes in exchange rates, and changes in prices of material, energy, transport and other objective matters.

### 7) Invoicing

- (i) The Buyer shall pay the Seller agreed price for the goods pursuant to the invoice of the Seller under the provisions of the SC.
- (ii) The invoice shall include the following information:
  - a) name and registered address, or place of business of the supplier, which supplies the goods, its tax identification number, if it is assigned,
  - b) name and registered address, place of business or address of residence of the recipient of the goods and its tax identification number, if is assigned,
  - c) serial number of the invoice,
  - d) date, when the goods were supplied, or date, when the payment under article 8) (i) was received, if such date can be determined and if it is different from the date of issue of the invoice,
  - e) date of issue of the invoice,
  - f) amount and type of goods supplied,
  - g) taxable amount, unit price without tax, discounts and rebates, of they are not included in the unit price,
  - h) tax rate or information on exemption from tax,
  - i) the total amount of tax in EURO.
- (iii) The invoice for goods to another member state must contain reference to articles 193 to 196 of Council Directive 2006/112/ES of 28 November 2006 on the common system of value added tax as amended by Council Directive 2006/138/EC of 19 December 2006) or information, that the person receiving the goods is obliged to pay the tax.





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## 8) Payment Terms

- (i) Overview of possible payment methods for goods
  - a) upon invoice via transfer or deposit to the Seller's bank account
  - b) cash payment upon personal collection of goods
  - c) cash payment upon collection of goods by an authorized representative of the carrier
  - d) cash on delivery payment
  - e) advance payment with selected customers
- (ii) The payment is considered executed, when the full amount is credited to the bank account of the Seller.
- (iii) Should the Buyer be in default with payment of the amount, the Seller shall be entitled to a late fee of 0,05 % for the default period for each day of default with the payment, regardless of whether the Seller sends a written notice reminding the Buyer thereof.
- (iv) Should the Buyer be in default with the payment
  - a) the Seller shall have the right retain outstanding deliveries from any SC between the Seller and the Buyer, such retention shall not constitute breach of contract or right to termination thereof
  - b) the Seller shall have the right to offset any mutual claims, even of they are not payable.
- (v) Discount for cash payments shall be claimed only upon mutual written agreement of the parties.

## 9) Complaints and Defects.

- (i) The Seller shall supply the goods in quality corresponding to the agreed technical specification.
- (ii) The Buyer shall accept the goods, examine its state and amounts. Should the quality or amounts not correspond to the agreed terms of the contract, the goods is defective.
- (iii) The Buyer shall notify the Seller of any defects in writing without undue delay after the buyer has detected such defects; or after the buyer should have detected the defects during a mandatory examination by exercising proper care (due diligence) upon collection of the goods.
- (iv) Any claims arising from defective goods, including hidden defects, shall expire if they are not exercised within the warranty period. Warranty period is 6 months, unless the manufacturer offers longer warranty period. The claim must be filed in accordance with the warranty terms and conditions of the manufacturer of the goods.
- (v) The filed claims shall be assessed by the Seller and the Seller shall inform the Buyer of its assessment within 60 days after receiving the claim.
- (vi) In case of admissible claim the Seller shall eliminate the defects in reasonable time, in particular, but not limited to, by supplying equivalent goods for the defective ones, or by offering reasonable discount from the sales price, however, the Seller shall have the sole discretion in selecting the method of eliminating the defects. Returning the goods before the claims procedure as specified above is possible only with prior consent of the Seller.
- (vii) Any costs arising from the claim procedure shall be borne by the Seller if the claim is admissible, should the claim be inadmissible, the costs shall be borne by the Buyer. The liable party shall pay the costs upon an invoice.
- (viii) The Seller is liable for legal defects of the goods to the extent established by law (Act no. 513/1991 Zb. Commercial Code).
- (ix) The Seller is not liable for defects of the goods and no warranty is provided under these GTC, if the goods have been damaged (a) due to failure to comply with transport, storage and inspection recommendations, (b) due to use in violation of technical documentation and specification, (c) if the goods were improperly processed or altered, (d) or for any other reason resulting from any use other than standard.
- (x) The Seller is not liable for defects of the goods not covered by the warranty.
- (xi) Should the goods be sold as goods labelled: „second class“, „waste“, „recycled“, and any other indication of such meaning, the Buyer shall not have any warranty rights for defects arising from this classification.

## 10) Liability for damage

- (i) The Seller shall be liable to Buyer for damage due to breach or negligence of its duties under the sales contract, these GTC or applicable legislation. The Seller shall not be liable if it proves that the breach or negligence of its duties was due to circumstances exempting liability.
- (ii) The Buyer shall be liable for damage due to breach or negligence of its duties under the sales contract, these GTC or applicable legislation. The Buyer shall not be liable if it proves that the breach or negligence of its duties was due to circumstances exempting liability.
- (iii) The maximum damages claim of the Buyer is the sales prices for the delivery of the specific sales contract in relation to which the damage incurred. The aforementioned does not apply to cases when damage was caused by wilful misconduct of the Seller.

## 11) Circumstances Exempting Liability

- (i) In case of circumstances unforeseen at the time of the conclusion of the SC which prevent performance under the contract, the performance time shall be extended by the duration of the unforeseen circumstance (for example natural disasters, strikes, etc.).
- (ii) Circumstances exempting liability out of the scope of influence of the Seller, e.g. commercial, monetary, political, customs or other actions of the authorities and such events of force majeure entitle the Seller to terminate the contract and the Buyer shall have no right to damages resulting therefrom.

## 12) Proprietary Rights and Retention of Title

- (i) The proprietary right shall pass onto the Buyer upon acceptance of the goods at the place of delivery specified in the SC according to applicable commercial term of INCOTERMS, only if the sales price have been paid in full. The Seller shall remain the sole owner of the goods until the sales price is paid in full by the Buyer.

## 13) Final Provisions

- (i) With the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods, the rights and duties of the parties and any other rights and duties arising from the sales contract or these GTC, which are not specifically stipulated shall be governed by the Act no. 513/1991 Coll. Commercial Code as amended and any other legislation applicable in the Slovak Republic.
- (ii) The parties have agreed to settle any disputes by mutual agreement. Should an agreement not be reached, the parties hereby agree that any dispute originating from the legal relationships established by the SC or relating thereto, including all ancillary legal relationships, claims for unjust enrichment, claims for damages, disputes on validity, interpretation and termination of the SC or this arbitration clause, shall be submitted solely to the 1. Trenčín Arbitration Court based in Piaristická 276/46, 911 40 Trenčín, Slovak Republic (hereinafter referred to as „TRS“) under the provisions of the Rules of Procedure and the Statute. The Parties undertake to be bound by the decision of TRS. Its decision shall be final, binding and enforceable. The Parties further agree that:
  - a) action under § 40 sec. 1 h) of the Act 244/2002 Coll. on Arbitration Procedure (grounds for retrial) shall not be applied;
  - b) the arbitrator shall be appointed by the arbitration court (§ 8 sec. 1 of the Act on Arbitration Procedure)
  - c) in case of commercial disputes, TRS may decide according to the principles of justice;
  - d) the judgment of the arbitration court cannot be examined at the request of another Party by another arbitration chamber of TRS.”
- (iii) The Seller shall have sole discretion to change and amend these GTC, all changes must be made in writing. Valid and effective GTC are published on the website [www.kora.sk](http://www.kora.sk).
- (iv) These GTC come into force on 01.01.2015 for an infinite period.

