

GENERAL DELIVERY TERMS of STEELINVEST, sro

I. INTRODUCTORY PREAMBLE

These general terms and conditions of delivery /hereinafter referred to as VDP/ apply to the supply of commodities, realized on the basis of orders concluded between buyers and STEELINVEST s.r.o. /hereinafter referred to as the seller/.

II.

GENERAL PRINCIPLES

1. The delivery of goods will be carried out in the mode of purchase contract according to §§ 409 et seq. Commercial Code.
2. The establishment of a commercial-legal relationship occurs upon acceptance of the order sent by the buyer to the seller's address in written form.
3. The order must contain the identification of the parties to the contractual relationship, ID number, VAT ID number, type of delivered goods, quantity, price, place of delivery, method of transportation, accompanying documents, delivery date, labeling, color marking, invoice due date. Other details of this business-obligation relationship are specified in the VDP, the acceptance of which is confirmed by the buyer by signing the order.
4. Deviations from these VDP must be agreed upon by the contracting parties and have a written form, otherwise they are invalid, in other parts of the VDP the "salvator's clause".
5. The goods to be delivered under these conditions are referred to in the following text as the "subject of delivery".
6. By acceptance of the order, the parties understand the seller's confirmation that he will deliver the item of delivery and the buyer's confirmation that he was informed and takes note of VDP.
7. The buyer's order and acceptance are signed by the contractual parties or workers authorized by them /authorization in written form must to be presented at the request of the seller/ under penalty of invalidity of the legal act.

III.

DELIVERY OF THE SUBJECT OF DELIVERY AND PASSING OF RISK

1. Delivery of the subject of delivery will take place according to the conditions defined in the order at the designated place: - the seller's warehouse
 - buyer's warehouse
 - transfer to a public carrier
 - other specified place
2. Unless otherwise specified, partial deliveries are possible.
3. The transition of danger occurs:
 - after receipt at the seller's warehouse
 - after delivery at the buyer's warehouse
 - after handing over to a public carrier
4. The seller is obliged to deliver the subject of delivery within the deadline agreed upon by accepting the order, unless circumstances vis mayor prevent it or the parties agree otherwise.
5. The subject of delivery must be delivered free of legal defects and rights of third parties.
In case of violation of this obligation, the seller bears all the consequences, including damages.
6. The buyer can refuse to accept the delivery only if it does not correspond to the quality and quantity defined in the order, apart from the case specified in Art. III, point.

2 VDP. For unjustified refusal to accept the delivery, the buyer is obliged to pay a contractual penalty in the amount of 15% of the delivery price.

IV.

PRICE, INVOICING AND PAYMENT TERMS

1. The price of the item of delivery agreed in the accepted order is the price without VAT, which will be paid according to the legislation of the Slovak Republic.
2. If the seller provides the transport, he is entitled to add transport costs to the price of the delivery item.
3. The price determined in points 1-2 of this article can only be changed based on the agreement of the parties and in writing, otherwise they are invalid.
4. Payment of the price for the subject of delivery will be made on the basis of an invoice with the due date specified in the order according to Art. II. point 3. VDP. Right to invoice arises for the seller after taking over the goods or after handing them over to the public carrier.
5. The invoice must contain the following data:
 - a. seller's designation, address, seat, ID number, VAT number
 - b. buyer's designation, address, seat, ID number, VAT number
 - c. number of contract/order/ and invoice
 - d. date of sending and due date of the invoice
 - e. designation of the financial institution and account number
 - f. invoiced amount, plus VAT according to applicable regulations
 - g. Mr. attached copy of the order
 - h. confirmed delivery note on acceptance of the delivery item.
6. If the buyer does not pay the invoice by the due date, he is obliged to pay the seller interest on delay of 0.05% for each day of delay on the price invoicing.
7. By payment of the invoice, the parties understand the crediting of the invoiced amount to the supplier's account.
8. If the seller and the buyer will carry out repeated transactions, and the buyer is in arrears with his previous performance, the seller has the right to delay the next delivery until the previous delivery is paid.
9. If the buyer is in arrears with payment according to Art. IV. point 8 VDP the parties will consider this fact as a material breach of the contract and the seller has the right to withdraw from the contract immediately.

V.

DOCUMENTS RELATING TO THE SUBJECT OF DELIVERY

1. The seller is obliged to hand over to the buyer the documents necessary for taking over and using the goods.
2. The parties understand the following documents:
 - invoice, delivery note
 - quality certificate
 - bill of lading
3. Documents are handed over when the goods are taken over, unless the parties agree otherwise.
4. The buyer is obliged to return the confirmed delivery note with the date and signature, verified by the buyer's stamp.

VI.

QUANTITY, QUALITY, MANUFACTURE AND PACKAGING OF THE SUBJECT OF DELIVERY

1. The seller is obliged to deliver the goods in the quantity, quality and design determined by the accepted order and VDP / if the delivery item is to be packed

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it needs to be determined/.

1. The subject of delivery must meet the following criteria in terms of quality:
 - qualitative - corresponds to the type of material ordered
 - by weight - number of bundles and total weight
2. The quantitative deviation of the subject of the goods delivery can be within the tolerance of a maximum of +/-10% compared to the ordered quantity.
3. The buyer is obliged to pay only the actual amount of the delivery item.
4. If the transfer of the delivery shows slight deviations from the quantity and quality, which are economically insignificant and technically necessary, the parties will not consider this circumstance as a defect in the goods and will not affect the amount of the purchase price. Delivery of the subject of delivery will be accepted "on deviation".

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VII.

DEFECTS OF THE SUBJECT OF DELIVERY

1. The goods are defective if their delivery does not correspond to the ordered quantity and quality specified in the accepted order. The delivery of another item of delivery is also considered a defect in the goods.
2. The defect of the goods is not a circumstance according to Art. VI. point 4. VDP.
3. The fulfillment according to Art. III. point 2. VDP
4. The seller is liable for a defect at the moment the risk of damage passes to the buyer, even if the defect becomes apparent only after this time. The buyer is obliged to inspect the object of delivery no later than on the day of the passing of the risk of damage.
5. In case of defects in the subject of delivery, the buyer is obliged to file a claim immediately, but within 14 days at the latest
6. The buyer is obliged to report the complaint in writing to the seller with exact specifications, referring to specific circumstances /weighing ticket in the case of quantity, laboratory test in the case of quality, other relevant evidence of the defect of the goods/. Failure to fulfill these requirements by the buyer results in the loss of the right to eliminate defects, and the seller will consider the complaint filed as unfounded.
7. If the buyer does not apply for a claim under Art. VII. points 5 and 6 of the VDP loses the right to eliminate defects.
8. The seller is obliged to investigate the claim within 14 days, and the buyer is obliged to cooperate with him. If it is claimed the quality of the subject of delivery will be the decisive criterion for resolving the complaint, the verdict of an independent expert /SGS/.
9. The buyer is obliged to allow the seller to objectify the submitted complaint on his premises, allowing the taking of samples and their testing certified testing laboratory. In the event of an unjustified complaint, the buyer bears the costs associated with handling the complaint.
10. The seller is obliged to decide on the merits of the complaint by 14. In case of disagreement, the competent court will decide on the proposal.
11. The seller provides a quality guarantee for 2 years from the date of acceptance of the item of delivery, with the exception of packaging corrosion and surface oxidation.
12. If the contract is violated in a substantial way by the delivery of goods with defects / § 345, par. 2 Commerce act./
can the buyer:
 - a. demand removal of defects by delivery of replacement goods for defective goods, delivery of missing goods
 - b. to demand the removal of legal defects
 - c. demand a reasonable discount from the purchase price
 - d. withdraw from the contract
13. The buyer is obliged to announce the choice between the above-mentioned claims simultaneously with the application of the claim, but no later than 2 days after the seller's notification of the settlement of the claim.
14. If there was a delivery of a delivery with defects and the contract was violated in an insignificant way, the buyer can:
 - a. request delivery of missing goods,
 - b. elimination of other defects in the goods
 - c. discount from the purchase price
15. For the application of claims according to Art. VII. point 14. VDP applies the provisions of art. VII. point 13 VDP.
16. The seller is not responsible for defects in the subject of delivery that were caused by violation of storage conditions, intervention of third parties or vis mayor, by gross negligence of the buyer

VIII.

ACQUISITION OF OWNERSHIP

1. The buyer acquires the ownership right to the subject of delivery only upon payment of the purchase price in accordance with the agreed payment terms according to the VDP
2. If the buyer pays the price of the item of delivery in advance, he acquires ownership at the moment of the passing of the risk according to VDP.
3. The buyer acquires the right of ownership even if the seller is not the owner of the object of delivery

IX.

FORCE MAJEURE

/vis mayor/

1. If the impossibility of full or partial fulfillment of obligations was caused by unforeseeable, unavoidable circumstances of an extraordinary nature, including natural disasters, wars, military operations of various types of rebellions, sabotage, revolutions, acts of piracy, explosions, fires, floods, intervention of legal and illegal authorities, terrorist acts or other circumstances that arose independently of the will of the contracting parties, on which the parties have no influence and which could not be prevented, avoided or overcome, the deadlines for performance are extended by the time that these circumstances lasted.
2. The parties have agreed that the following circumstances will not be considered force majeure.
 - a. failure to grant official permits,
 - b. non-granting of certificates,
 - c. other permits and formalities necessary for the fulfillment of contractual obligations,
 - d. lack of railway wagons for transporting goods,
3. If the circumstances mentioned in art. IX. point 1. VDPs last more than 60 days. any of the contracting parties may withdraw for these reasons, without the right to compensation for damage, except for damage caused by force majeure and which are not related to force majeure.
4. The contracting party, which has experienced the complete or partial impossibility of fulfilling contractual obligations due to the reasons specified in Art. IX. point 1 VDP is obliged to inform the other party in writing of the occurrence of these reasons within 10 days.

X.

FINAL PROVISIONS

1. The contracting parties have agreed to provide each other with all information necessary to fulfill the purpose of the purchase contract.
2. All changes and additions to the purchase contract or VDP must be in writing, signed by both contracting parties, otherwise they are invalid.
3. Relationships not expressly regulated by the order and VDP are governed by the relevant provisions of the Commercial Code and related legislation of the Slovak Republic.
4. The order and VDP become valid and effective on the day of their signature and acceptance according to Art. II. point 6. VDP.
5. The parties have agreed that any disputes will be resolved primarily by agreement.
6. If the parties do not reach an agreement within 30 days, the court will decide on the proposal.
7. Court of the parties means the general court of the seller.

In Košice

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