

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES OF G-SNV LTD

1 SCOPE

1.1 These General Conditions for Purchase of Goods and/or Services of G-SNV Ltd (the General Conditions) shall apply to all contracts between G-SNV Ltd and its suppliers for the purchase of their goods and/or services. Unless otherwise agreed in writing, the application of general conditions or any other conditions issued by the Supplier, or those the Supplier refers to, is excluded. These General Conditions shall apply to all contracts between G-SNV Ltd and the Supplier without specific reference in the contracts concerned.

2 CONTRACTS

2.1 The requests for quotations sent to the Supplier are not binding and receiving quotations does not mean entering into the contract unless it is explicitly stated in the request.

2.2 By submitting a quotation the Supplier irrevocably accepts these General Conditions unless otherwise agreed in writing by the Contractual Parties. A contract of purchase or works contract (the Contract) becomes valid after a written confirmation of the quotation by G-SNV by fax or e-mail. Unless otherwise agreed in writing, G-SNV exclusively decides upon accepting or rejecting a quotation irrespective of the previous relationships with the Supplier.

2.3 The confirmation of the quotation becomes valid upon its delivery to the Supplier, its content is deciding in relation to the content of the Contract. If the conditions described in the confirmation differ from the conditions in the original quotation, the Contract is considered valid after 10 days from the day of the confirmation unless the Supplier informs G-SNV that it has no interest to supply the goods and/or services under the conditions stated in the confirmation of the quotation. No other conditions shall prevail over the General Conditions, any other documents such as catalogues, prospectuses or other promotional materials as well as previous promises have a merely informative value and are not binding.

3 GOODS AND SERVICES

3.1 The quality of the goods and/or services is specified in the Contract. The Supplier is not entitled to change the production process or the materials used. Samples have a merely informative value and are not relevant as specification.

3.2 Packaging and packaging costs are defined in the Contract. If the price for packaging is not stated in the Contract, it is included in the price of the goods.

3.3 Technical documentation, certificates and manuals specified in the relevant regulations form a part of the delivery, could be specified in the Contract and the price for this documentation is included in the price of the goods.

4 PRICE

4.1 The prices for the goods and/or services are agreed on by the Contractual Parties. Unless otherwise agreed, the prices include VAT and other taxes, packaging costs, delivery costs, custom costs and other costs.

4.2 The invoices are payable within 30 days from the invoice date by bank transfer. The transfer fees are paid by G-SNV.

4.3 In case of complaints, G-SNV has the right to postpone any payment for the goods and/or services concerned.

5 DELIVERY

5.1 The goods are delivered in compliance with the regulations in the Contract (ICC INCOTERMS, 2010), otherwise the goods are deemed delivered upon their delivery to the premises of G-SNV. Unless agreed otherwise, the delivery costs are paid by the Supplier.

5.2 The delivery dates are stated in the Contract and cannot be changed.

5.3 The Supplier is not allowed to deliver the goods in parts without the consent of G-SNV.

5.4 If Supplier's deliveries fail to meet the delivery date, the Supplier shall pay the interest at the rate of 0,5 per cent of the listing price of the delayed goods and/or services per day, without limiting other rights or remedies of G-SNV.

5.5 If the quality of the goods delivered does not meet the standards agreed on in the Contract or the conditions of the production do not meet the standards described in the documentation or material tests are not supplied, the delivery is regarded as delayed and the Supplier shall pay the interest at the rate of 0,05 per cent of the listing price of these goods.

6 FORCE MAJEURE

6.1 In case of unpredictable events or circumstances beyond the control of the Contractual Party such as accidents affecting the manufacture, delayed or faulty supplies from the suppliers, the interruption of supplies of energy, strikes concerning the Contractual Party or its suppliers, floods, fires and other natural disasters, the delivery is not considered delayed.

6.2 The affected Contractual Party shall inform about these circumstances without any delay. The Contractual Parties shall negotiate possible solutions for these problems. If the

circumstances last for longer than 3 months, any of the Contractual Parties is entitled to terminate the Contract without any compensation.

7 WARRANTY

7.1 The Supplier warrants the quality of the goods and/or services for 24 months, unless otherwise agreed in the Contract.

7.2 The Supplier warrants that on delivery of the goods, no other party has any right to the goods, intellectual property rights included.

7.3 The Supplier warrants usability, marketability and fitness of the goods for the purpose stated in the Contract or other communication between the Contractual Parties.

7.4 The Supplier is obliged to deal with the defects at the place where the goods are located at the time of the notification about the defects.

7.5 The Supplier is obliged to deal with the defects on the second day after the delivery of the notification about the defects and solve the problems immediately, at the latest within 7 days after the notification.

7.6 G-SNV sends the notification about the defects at the latest e-mail address or phone number used in the communication with the Supplier or the e-mail address or phone number stated at its web page. The notification is deemed delivered after an e-mail or message is sent by G-SNV.

7.7 The Supplier agrees that G-SNV has the right to choose the form of compensation for the defects. G-SNV has this right also if it is not stated in the notification about the defects or sent immediately after this notification. G-SNV has the right for compensation as in case of a material breach of the Contract. Section 436 (3) of the Commercial Code shall be excluded.

7.8 In case of an immaterial breach of the Contract, G-SNV is entitled to damages under Section 436 of the Commercial Code.

7.9 The Contractual Parties agree that the application of Section 439(3) and Section 441(1) of the Commercial Code shall be excluded.

7.10 In case of a dispute over the quality of the goods, the Contractual Parties shall agree on an independent expert whose opinion shall be deemed definitive.

7.11 If the Supplier does not meet the contractual deadline stated in 7.5, G-SNV is entitled to the contractual penalty of 0,05 per cent of the price of the goods and/or services concerned, without other rights or remedies of G-SNV being limited.

8 LIABILITY

8.1 The Supplier is liable to compensate G-SNV for any damage caused directly or indirectly including lost profit, loss of business opportunity, reputational risk, penalties or other damages claimed by the third parties.

8.2 The Supplier is obliged to take all possible measures to reduce the damage caused to G-SNV.

9 OTHER PROVISIONS

9.1 The Supplier is not entitled to delay performing the obligations of the Contract if G-SNV is delayed with its performance of the obligations of this Contract or other contracts between these two parties. G-SNV is entitled to block any payment to the Supplier if its performance of the obligations from any order is delayed.

9.2 The Supplier is entitled to lay only the claims which are acknowledged by G-SNV or court's decision.

9.3 If the goods and/or services are delayed for more than 10 calendar days and/or the performance of the obligations from the Contract is delayed for more than 10 calendar days (e.g. Clause 5.5) and/or the Supplier's company goes bankrupt, it is considered as a material breach of the Contract and G-SNV is entitled to terminate the Contract.

10 CONFIDENTIALITY

10.1 The information which has been given to the Supplier while discussing the Contract, information in the Contract and information obtained by the reason of the Contract are deemed confidential. The Supplier shall not disclose any information in the Contract or any other information of confidential nature.

10.2 The Supplier shall not disclose any of the information stated in 10.1 to the third party, notably to the customers of G-SNV, or use it or allow the third party to use it.

10.3 The Supplier may disclose the information stated in 10.1 with a prior written consent of G-SNV or if it is required by law, but only without causing any harm to G-SNV and without limiting any rights of G-SNV.

10.4 If the Supplier breaches confidentiality, G-SNV is entitled to the contractual fine of 20 000 EUR, without limiting other rights or remedies of G-SNV.

11 FINAL PROVISIONS

11.1 The contractual relationship between G-SNV and the Supplier is in compliance with the law of the Slovak Republic.

11.2 If any provision under this Contract is or becomes unenforceable, the unaffected part of the Contract shall continue to be fully enforceable.

11.3 All documents are delivered to the addresses stated in the business register. The document is deemed delivered also if the addressee does not take the delivery in time or if the addressee refuses to take the delivery.

In Spišská Nová Ves, 14.9.2018