

GENERAL TERMS AND CONDITIONS OF Belex spol.sro

Scope

1.1 Terms and Conditions (the "Terms") apply to all supplies made by Belex Ltd. (hereinafter referred to as "Seller"), located Rudlovska cesta 71, 974 01 Banska Bystrica, Slovak republik ID: 31341306, VAT Nr: SK2020452368. Terms and Conditions apply to all supplies of goods effected by all the logistics centers Belex Ltd. (Banska Bystrica, Bratislava, Nitra.)

1.2 All supplies and performances are subject to these Terms and Conditions in accordance with sec. § 273 Commercial Code. There can exist the exception if the contract (agreement) or order confirmation by seller contain different rules as GTC. Such adjustment shall take precedence over the provisions of GTC but always only for a particular case.

1.3 Full contents of the contractual relationship between buyer and seller is made by contract (even in case of verbal agreement or implicitly sending the goods) and these Terms. Terms and conditions of the contractual partner are binding for the seller only if they expressly adopted and recognized. If there is a difference between GTC of seller and GTC of buyer, the seller's Terms and Conditions shall prevail.

Receiving the orders / closing the sales contracts

2.1 Any offers are not binding, even in terms of price and delivery terms, while the seller will send the writing confirmation, or if, in accordance with the conditions specified in the order fails to deliver (tacit compliance).

2.2 Orders are delivered to the seller by phone or in writing through the postal mail, fax or e-mail. Delivery of orders, the customer / Buyer / is bound by his order.

2.3 There is a valid conclusion of the contract if the goods were delivered on the basis of received order to the buyer. In special cases there may be a valid conclusion of the contract by written order confirmation from the seller, as well as a separate purchase agreement signed by both parties. If the seller (after checking the inventories) found out that the received request is unable to meet the required amount within 48 hours of receiving the order, the buyer will be contacted to change the order.

2.4 If the supply of goods is carried out based on telephone order, or if the contract of sale was

factual sending goods signing the delivery note and the buyer confirms receipt of the goods that the goods have been delivered in accordance with the order, the required quantity, quality and parameters. The buyer is also obliged to ensure (until 16.00 of the relevant date on which delivery is to be implemented) there will be present the responsible person for signing the delivery note and receiving the goods. This person is required to show a valid ID card. In case of doubt, it is considered that the person who received the goods was entitled to such action.

2.5 Any changes or supplements concluded contract are possible only on the basis of written amendments, duly signed by both parties.

2.6 If the seller receive the binding order and the buyer will cancel the order (in whole or in part) for any reason, the seller is entitled to charge the buyer a cancellation fee of demonstrable costs associated with a cancellation

2.7 The seller will be not charged a cancellation fee, even if he may cancel the order with the supplier.

On delivery

3.1 Seller realizes the supplies its own means or through carriers or mail. The ordered goods are delivered to the buyer usually within 24 hours, but no later than 48 hours or as agreed with the buyer. If the seller is unable for any reason to meet this deadline, the seller has to contact the buyer and the delivery date to address the issue individually. Delivery within 24 hours means the delivery until 16.00 o'clock the next business day (after the date of receipt of order). Delivery within 48 hours of delivery means to 16.00 o'clock the second working day after receipt of order. Business days for the purposes of these GTC shall mean Monday to Friday.

3.2 The seller is not bound by agreed date of delivery, unless the buyers are not fully meet the agreed payment terms or the other agreed terms. If the buyer changes the order, the seller is not bound for delivery and reserves the right to notify the buyer a new delivery date.

3.3 The seller is not bound by term of delivery even in cases of force majeure (force majeure) as natural disasters, war, civil disturbance, epidemic, strike, etc. The term of delivery depends on the duration of force majeure. Assuming the facts character of the longer duration of force majeure, as well as make the subject of the boycott as a result of these facts, both parties are entitled to withdraw from a concluded contract.

3.4 In case of delay of the buyer to receive the goods, the seller is entitled to charge the buyer interest on arrears amounting to 0.03% of the invoiced amount for each day of delay. If the buyer will not receive the ordered goods, the seller is entitled to charge him the cost associated with transportation, handling and storage.

3.5 The seller is also entitled to make partial deliveries, the buyer is obliged to accept.

3.6 Risk of damage to the goods passes to the buyer on receipt of goods and signing the delivery note. If the goods was not delivered because of the part of buyer, the seller is entitled to store the goods while the cost of storage shall be borned by the buyer.

The delay of buyer, storage of goods at the buyer's expense and passing of risk will be notified to the buyer by seller in writing (fax or sufficient e-mail).

3.7 If the seller delivered the goods directly to the buyer's customer, the buyer can claim the delivery no later than the date of receipt of the invoice for the supplies (in writing form).

Prices and terms of payments

4.1 The buyer is obliged to pay the purchase price on the basis of issued invoice.

4.2 The invoice is payable under the terms - time and place of payment, name, account number and other - specifically provided in the invoice.

4.3 If the invoice includes incorrect data or if the invoice does not have the prescribed statutory requirements, the buyer must notify the seller of the above, within 5 days of receipt of invoice, with express reference to the deficiencies that remove after verification by sending a corrected invoice. The invoice shall be considered paid until all invoiced amounts credited to the account number in it.

4.4 In case of delay in payment of the invoice, the seller is entitled to charge the buyer interest on late payment of 0.05% per day of delay and if he will be charged interest on late payment, the buyer is committed to their full payment. The delay in payment of invoices over 60 days, the seller is entitled to withdraw from the contract as well as other contracts with the buyer, regardless of whether these contracts were filled with the date of termination. Claim for damages shall not be affected.

4.5 If the goods are supplied against direct payment for goods or advances against the purchase price,

the seller shall notify this fact to the buyer in advance, before placing the order. If the buyer does not agree with the direct payment, the seller is not obliged to carry out the delivery. If the buyer fails to pay the full amount of the agreed purchase price in taking delivery, he gets into arrears on the same procedure as specified in 4.4.

4.6 The inclusion of eventual claims of the seller against the claims of the buyer is possible only with the prior written consent of the seller.

4.7 The seller is entitled to charge the buyer a fee for transportation services and facilities associated with the order, the fee depends on the values of supply and costs of handling, and this amount will be included in the issued invoice, unless both parties agree otherwise. This agreement shall be made in writing.

4.8 It is possible the personal collection of goods at the premises of company Belex spol.sro. in Banska Bystrica, Bratislava, Nitra.

Retention of title

5.1 Until full payment of the invoiced amount together with any ancillary charges, accessories or penalty fees, goods remain the sole property of the seller. If part payment is received, payment is counted to the accessory to the principal and then to the principal.

5.2 If the unpaid goods will be processed or inseparably mixed with the other goods, it is not possible to return the goods to the seller. The buyer is obliged to pay the invoiced amount for that goods. The seller reserves the right to not take the goods incorporated in the new product as compensation for unpaid goods.

5.3 If the buyer defaults in payment of due debts, the seller will compensate the payment of outstanding invoices with returning of unused goods which the buyer ordered.

Complaints and guarantee

6.1 The buyers is obliged to check the delivered goods immediately after delivery, in the presence of the driver of the transport vehicle. In case of discrepancies in quantity or visible damage to the goods or (obvious defects), it is necessary to draw up a damage protocol that will be signed by both parties. Then the worker must notify the seller by telephone. The contact is placed on the consignment note. Any claim for apparent defects and the amount, reported to 14:00 hours the day of delivery, will be completely processed and rightly claimed goods will be shipped within the next

working day. Complaints received after 14:00 o'clock will be handled within two working days. Claims of hidden faults will be resolved within 30 days.

6.2 Regarding the hidden faults of the goods, the buyer is obliged to complain in writing immediately after discovery but no later than 5 days as the defects were found. Hidden faults can be claimed within 60 days after arrival at their destination. Claims of these defects must be in writing and must prove the defective nature of the goods. The proper claim includes the batch number or serial number of goods, which is usually listed on the packaging of goods. (Serial number, bar code, etc.). The part of the complaint is also the date and number of the invoice which the goods were purchased. If there is a delay in lodging a claim or if the defective goods is further processed or sold (without the written permission of the seller in any format), or the buyer can not indicate the serial numbers of goods required by manufacturers of goods in case of the complaint, all demands of the buyer shall cease. As long as the claim applied properly and timely, the seller has the choice either to give a reasonable discount on the price or perform the new delivery of ordered goods. Seller's liability is limited to direct damages. Alternatively, claims for damages from another legal reason, are guaranteed only up to the amount invoiced defective goods, provided that the buyer submit indisputable proof of damage. For technical advice or for its negligence in the processing of goods, seller assumes no liability.

6.3 As our products are exclusively intended for manufacturing or for the provision of services and goods are delivered only to business entities or individuals, the seller warrants the goods will be delivered to them for 12 months from the date of delivery. During the warranty period, the seller is entitled to replace the defective goods (for free), eliminate defects in devices and equipment, replacement of defective parts or replace the product free of charge. The choice between these alternatives is up to seller. The warranty for devices and equipment is provided by the seller in accordance with the terms and conditions stipulated under warranty. There is NO warranty for goods which were not fully paid.

6.4 If the claim will be not approved, all costs of such claims will be borne by the buyer. Obligation to correct the claimed defect shall be suspended during the period of delay in payment of debts to the seller.

The warranty of product expires, if the goods are

stored or used contrary to instructions, or correction was made by customer or other unauthorized person (organization). If it will be found out during the warranty repair that the damage of device does not match to the warranty conditions, all costs will be borne by the buyer.

6.5 Other claims for damages.

Belex spol.s r.o. provides (upon request) instruction manual and data sheets for supplied products. We also provide application and technology advice under the best of our knowledge. However the seller is not responsible for possible damage. The seller considers that the buyer is knowledgeable in using and processing of ordered goods. In case that the buyer is not knowledgeable in this area, he can ask the seller of the training and technical support which is charged. The buyer is obliged to check the goods before using its qualitative parameters. If the buyer of defective goods produced by processing a defective product, the seller is not liable for damages.

The buyer is obliged to check the goods on his own responsibility and independently evaluate the suitability of the delivered product for the intended uses. It applies also for that case if the buyer knows the method of usage.

6.6 If the seller accepts the complaint for hidden defects, the buyer will provide compensation to the supply of equivalent goods or financial compensation, up to the amount invoiced value of defective goods. Compensation for loss of profit and consequential damages caused by incorrect using of defective goods, the seller will not be refunded.

6.7 If the goods includes a warranty, the seller shall list all requirements in the warranty in accordance with the printing. An integral part of the warranty certificate is proof of purchase unit (sales receipt), which must appear the identical data with the warranty card. Incomplete, copied or otherwise alter the warranty card, as well as the warranty card that does not meet the above conditions is not valid.

Withdrawal

7.1 In addition to the cases already mentioned above, the seller can withdraw from the awarded contract if circumstances, during the conclusion of the contract, were changed so significantly that it reasonably can be assumed that contract would not be closed if these circumstances were known at the

time of conclusion of the contract, or only with different conditions and at the time of conclusion of the contract could not be assumed changes in circumstances.

7.2 In case of withdrawal or part thereof for any reasons relating to the buyer or its contractors, the seller is entitled to charge to the buyer a penalty of 10% of value of order, respectively the part of the order, which has not made and the buyer is obliged to pay. A claim for damages beyond the contractual penalty shall not be affected.

Governing law, jurisdiction

8.1 Contractual relationship between buyer and seller is governed by the laws of the Slovak Republic.

8.2 In case of any dispute under this contract, it is determined by jurisdiction SR in accordance with in accordance with the version of the Code of Civil Procedure.

Final provisions

9.1 These Terms are published on the website of the seller www.belex.sk.

9.2 In verbal agreement, the seller will notice a new customer – the buyer to the fact that the relations between the parties (expressly not regulated) are covered by these GTC. In the case of contracts concluded in writing this is specified in the contract or in written order confirmation.

9.3 The seller reserves the right to amend these Terms without the prior consent of the buyer. The changed terms are valid from the date of publication of the relevant amendments to the seller's website www.belex.sk.