

## General Terms and Conditions of Sale

of the company **CHEMDONE s.r.o.**, with registered office and address at Panenská 13, 811 03 Bratislava, Slovakia registered in the Commercial Register of Slovak republic kept by District Court Bratislava I., Section: Sro, Insert No.: 129049/B, Reg. number: 51 747 201.

### 1. Basic terms

- 1.1 These general terms and conditions are based on the national law and order of the Slovak republic. These terms regulate the relationship between the company CHEMDONE s.r.o. with registered address Panenská 13, 811 03 Bratislava, registered in the Commercial Register of Slovak republic of the District Court Bratislava I., Section: Sro, Insert No.: 129049/B, Reg. number: 51 747 291, hereinafter referred to as "**Seller**", and its customers hereinafter referred to as "**Buyer**".
- 1.2 The liability relationship begins with a contract or acceptance of order from the Buyer by Seller. Parties are allowed to modify or exclude particular terms of these General terms and conditions of sale ("GTCS") only by a written agreement.
- 1.3 Both parties likewise consider contract as concluded by Seller's confirmation of Buyer's firm order. This confirmation is performed by both parties on all order documents; as signature for these purposes is also considered a written expression of the person's name in the electronic correspondence, e.g. email, fax and so on. The contract is considered binding also when the Seller delivers the goods following The Buyer's order and Buyers acceptance of the goods.
- 1.4 The Seller reserves the right to issue an advanced invoice with a New Buyer (meaning buyer who is in no business relation with the seller) with conditions of an advance payment of 100 % of the purchase price, which is payable to The Seller's account up to 5 working days of the order acceptance day for domestic Buyers, and up to 10 working days for foreign Buyers.
- 1.5 These GTCS are an integrated part of every commercial contract and are available for the Buyer online at [www.chemdone.com](http://www.chemdone.com). Accepting an order which is linked to these GTCS, both parties accept these GTCS and express their will to follow them in commercial relations.

### 2 Placing Order

- 2.1 The Buyer orders goods according to the Seller's offer.
- 2.2 The order and its specific modifications and acceptance of the conditions is always executed in a written form.
- 2.3 According to the Order the Seller issues a contract or acceptance of The Buyer's order, which both parties confirm with their signatures. From this moment both parties consider the contract as binding.
- 2.4 The price of the Goods is based on the Seller's offer or is negotiated in the contract. If there will be any modification of the conditions of the Order after the confirmation, e.g. price, delivery time, and so on, The Seller informs The Buyer immediately about such facts and both parties agree to negotiate such new conditions, under which this contract will be concluded.

### **3 Quality of the goods**

- 3.1 Unless otherwise agreed in writing, the Seller guarantees the quality of the goods as stated in the company standard of the Seller's product, which is an integral part of the Contract.
- 3.2 The seller manufactures the goods according to the agreed (international, domestic or other technical specifications) for chemical, physical or other agreed characteristics. In order for the technical specifications and / or any other additional requirements of the buyer to be contractually binding, they must be specified in writing in the Contract. Only such technical specifications are contractually binding for the seller in relation to the quality and properties of the goods, while at the same time no other guarantees or obligations of the seller in relation to the quality and properties of the goods arise.

### **4 Terms of delivery**

- 4.1 The delivery terms, their interpretation, the transition risks, etc. follow INCOTEMRS 2010 rules.
- 4.2 The Seller has the permission to divide the fulfilment into several partial deliveries.
- 4.3 The Seller is permitted to modify the quantity of the ordered goods with respect to its character and shape in which it is produced. This modification is mentioned in the order confirmation or sales contract. It is understood that this quantity adjustment is in the range +/- 10 % of the total quantity of the ordered item, in any other cases such difference must be agreed by both parties.
- 4.4 If the Buyer refuses to take over the ordered and produced goods, while the Seller meets all conditions agreed between The Buyer and The Seller, the Seller is permitted to cancel the contract and to require penalty payment, which is 20 % of the purchase price of the rejected goods.

### **5 Warranty claim**

- 5.1 The Seller guarantees the Buyer that his standard goods are free of defects. In cases when some defect appears, the Buyer has the right for a claim in a written form. The Buyer must claim quantity and visible defects within 10 days and hidden defects within 30 days from the delivery of the goods. Prolongation of this period may both parties agree only in a written form.
- 5.2 Claiming shall contain the characteristic of the claimed goods and the volume of defective articles, identification of the supply from which the goods originate (number of the chemical certificate, packing note number, invoice number), defect description, draft proposal of claim solution. The Buyer must prove that the supply of claimed goods is from The Sellers origin.
- 5.3 The Buyer claims only the goods characteristics, which are guaranteed in the contract or accepted order, quality or dimensional standard, eventually these GTCS at the time of supply. Both parties do not consider such cases when Buyer discovers that the goods are inappropriate for the purpose, they were purchased by him.
- 5.4 Complaints of visible and hidden defects are considered in the presence of Seller's and Buyer's responsible employees. If these persons do not find an amicable agreement in the claim validation, they negotiate on an expertise evaluation of the claimed goods by a third party, generally by an approved authority. Tests are conducted on samples where it is evident that they originate from the claimed supply; this fact is also noted in a protocol.

5.5 Defective goods are returned to The Seller to an agreed place. If the claim is accepted and solved with a substitution delivery (i.e. new goods which meet same standards and requirements as claimed goods), a new warranty period comes to force for the newly delivered goods.

## **6 Vis major**

6.1 The contracting parties are not responsible for overdue in obligation fulfillment in such cases, when the failure is caused by events, which occur out of their appropriate care, as for example war, fire, work conflicts, commercial conflicts and so on. Such overdue does not cause breach of the contract and the period for obligation fulfillment is extended for an adequate time, since it was not possible to fulfill them. If the overdue lasts for more than 3 months, each party has the right to cancel the contract. The cancellation is performed within the quantity of goods yet undelivered to the Buyer.

## **7 Goods ownership**

7.1 The ownership of the goods is passing on to the Buyer at moment of full payment of the purchase price. The Seller reserves the right to take the goods back in such a case when The Buyer does not pay for the goods. The Seller is entitled, until the moment of ownership passing over, to remove goods from Buyer's possession or control, for this purpose The Seller is entitled to enter The Buyers premises or the building, where the goods are located.

## **8 Payment conditions**

8.1 The Basis for payment of supplied goods is an invoice. The invoice contains all the statutory requirements. Invoice maturity is based on contract conditions or accepted order and must be noted on the invoice.

8.2 The payment is understood as full payment of invoiced amount on the Seller's account.

8.3 The parties are obliged to settle any mutual assets only by a written agreement.

8.4 If the Buyer is in delay with the payment, the Seller is permitted to claim a penalty in the amount of 0,05 % from the total purchase price for every delayed day. If the delay lasts for more than 30 days, the Seller is permitted to cancel all other contract fulfillments without any Buyer's claim for sanction.

8.5 Additional costs related to the supply cancellation (goods storage, goods transfer etc.), which are not caused by the Seller, also the costs settlement of Buyer's payable assets will be charged to the Buyer's account.

## **9 Arbitration clause**

9.1 Both parties agree, that all disputes arising out of or in connection with the present contract, including the disputes concerning its validity, interpretation or annulment, shall be settled before the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in conformity with its internal rules and regulations. The decisions of the Chamber of Commerce and Industry will be for both parties binding.

9.2 Costs related to arbitration settlement execute parties individually. The contracting party, which had in matter full or major success, is entitled to become compensation of arbitration expenses; the amount of the expenses is defined by the arbiter in arbitration award or verdict, with which is the arbitration closed.

9.3 If the parties do not find any dispute resolution, all disputes of non-property nature will be judged by particular Slovak court following the Slovak law and order. In such cases both parties agree to choose the resident court in The Seller's registered office address.



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## 10 Final terms

10.1 The Seller and The Buyer are obliged to inform the other party about any circumstances, which could affect the contracting fulfillment.

10.2 Each of the above clauses of terms and conditions or contract is operative as separate clauses and, in such case, when any of the clauses would not be valid or enforceable all other clauses remain valid.

10.3 These GTCS becomes operative with the day of their publication 10. August 2020