

**Article 1**

For this business these between contracting parties arranged trade terms in wording cited below, are valid. Any kind of deviations from them, or their supplement or specials terms and clauses are permissible and valid only when contracting parties have specially agreed upon it in written form. From the moment of conclusion of this contract all previous correspondence and arrangements referring to the content of this contract are deprived of their validity. For the explanation of commercial clauses enumerated in this contract, international rules for explanation of delivery conditions INCOTERMS 2000 are used.

**Article 2**

The purchaser is obliged to send in time to seller all transport disposals necessary for fulfilment of delivery, if he does not do so, he is responsible to seller for any damages arisen from it. It is a substantial break of contract if the purchaser inspite of seller's appeal does not take over the delivered material or if the purchaser does not grant the cooperation necessary for the seller to deliver the contracted goods.

**Article 3**

The agreement upon price is the presupposition of the rise of contract. The respite of payment is excluded. In case of reasonable doubts about purchaser's capability to pay or in case of payment refusal the seller is entitled without prejudice of other of his rights to cancel or to change credit terms and ask for prompt payment. Interest on the overdue accounts amounts 0,05% from value of invoice for each day of delay.

**Article 4**

The seller is adjudged of ownership for sold goods and the right to dispose with goods up to moment of complete payment of purchase price and its additional fees and charges. The purchaser at his own costs looks after it that this reservation of proprietary rights could be also applied against third person.

**Article 5**

It is permitted to fulfil contracted quantity in parts. The purchaser is obliged to give to seller sufficient adequate time limit for fulfilment, for each particular shipment 10 working days at least. This time limit is counted from the day, when the seller received from purchaser the written announcement till the day of despatch of the goods from the factory.

**Article 6**

The purchaser is obliged to take over delivered goods immediately after getting it and immediately give written information about defects. Defects which are apparent on examination of goods must be announced to seller in written form in English language at the least during 15 days counted from taking over of goods. If he does not do so, his rights from outer defaults will expire. The rights from the defaults of good expire, if these defaults are not announced to seller in written form immediately after when they could be identified upon adhering the professional care but at the latest during three months.

**Article 7**

The seller does not guarantee that delivered goods is free of patents and protected rights of third person. Technical and chemical specification is not guarantee for precise use and does not get rid the purchaser of liability to analyse and test delivered goods.

**Article 8**

Claim for damages addressed to seller is possible only in case that it has resulted from doing of seller. Subsequent damages and compensation of lost profit are excluded. In every case the liability of seller who caused a damage is limited with price of goods.

**Article 9**

The case of force majeure affecting the seller and his supplier automatically exempt the seller from liability.

**Article 10**

Any relations which might arise from this contract and any legal relations in connections with it including its validity or any consequences of its invalidity are governed by slovak law. In case any dispute concerning these relations should not be settled by amicable agreement it will be settled according to the Rules of the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava. Both parties undertake to fulfil all obligations to which they have been engaged by the arbitration award without delay if that were enforceable judgement.