

GENERAL COMMERCIAL CONDITIONS: STROJCHEM, a.s.

These General Commercial Conditions shall apply to all contracts of purchase, contracts for services and other contracts under which STROJCHEM, a.s. (subsequently "STROJCHEM") provides deliveries, unless the contractual terms specifically agree on a different arrangement of their rights and duties. Any changes and amendments made to these General Commercial Conditions unilaterally are invalid.

Article 1

1.1. The contract is deemed to enter into validity on STROJCHEM's confirmation of the client's written, fax, or e-mail order; the confirmation comes into effect at the moment of its delivery to the customer in one of the above forms.

1.2. In the event that the order confirmation contains changes to the conditions stated in the order, the customer must confirm his agreement to these changes within a maximum period of three days, or inform STROJCHEM that his interest in the merchandise or delivery of services under the changed conditions is no longer valid; if this period is exceeded without the customer's response, the contract enters into validity as stated in the confirmed order.

1.3. The Articles of the Contract take precedence over these General Commercial Conditions.

Article 2

2.1. The price of the merchandise or services is determined by an agreement between the contractual parties. Unless stated otherwise in the contract, this price does not include taxes, duties, shipping, packing and other costs. The smallest possible amount for invoicing is EUR 200. Delivery Conditions are stipulated in the contract by sales terms as defined in INCOTERMS 2000.

2.2. The customer's liability to pay for the purchase arises at the point of the delivery of the invoice from STROJCHEM, and is settled at the moment that the finances enter into STROJCHEM's account.

2.3. Purchase invoice terms follow the provisions of the valid laws. Unless agreed otherwise by the contractual parties, the invoice becomes due within fourteen days of the date of issue, i.e. from the date of the merchandise leaving the warehouse, but at the very latest at the date of its expiration. If the invoice is for an amount of less than EUR 500, the pre-invoice becomes payable on the merchandise being received. If the invoice payment date is not met, the customer becomes liable to pay interest to STROJCHEM on the late payment in the amount of 0.05 % of the amount stated in the invoice for each day of delay.

2.4. If the contractual parties have agreed upon advance payment, STROJCHEM will deliver to the customer the pre-invoice together with the order confirmation. STROJCHEM is not obliged to commence the work prior to receiving payment. In the event of delay in payment of the pre-invoice, the date of delivery of the merchandise or services previously agreed upon is deferred in the same extent as the period of delayed payment.

Article 3

3.1. In the event of any delay in the customer's payment of any demand from STROJCHEM towards the customer, STROJCHEM is not obliged to deliver the merchandise as agreed in any contract between the customer and STROJCHEM, the delivery dates are deferred in the same extent as the period of delay in the customer's payment. If the delay in the customer's payment exceeds 30 days, STROJCHEM is entitled to declare the contract no longer valid, in which event the customer shall become liable for any damage caused including loss of profit.

3.2. In the event that a judicial order is imposed upon the customer's assets or the customer enters into liquidation, STROJCHEM may declare the contract invalid.

Article 4

4.1. In the event that the contract obliges STROJCHEM to transfer the ownership of the article, this is only fully achieved following the complete payment of the agreed price by the customer. In the event of the article being processed, or its utilisation in the creation of a new article prior to transfer of ownership to the customer, STROJCHEM thereby acquires a co-ownership right in the newly produced article; this right is proportional in the value of the original article to the value of the newly produced article.

4.2. At the same time, the customer agrees to confirm the payment to STROJCHEM and to the possibility of the transfer of the newly produced article onto the third party, to transfer to STROJCHEM his claim towards this party that arises from the transfer, all this in proportion to the amount of STROJCHEM's claim towards the customer.

Article 5

5.1. If, in accordance with the contract, STROJCHEM is to provide transport of the merchandise or article which was the subject of the services provided by STROJCHEM, the delivery is met by handing over the merchandise, especially the aforementioned article, into the possession of the customer on the premises of STROJCHEM. The customer is required to attend to receive the delivery within seven calendar days of receiving STROJCHEM's notice. If this period is exceeded without any response from the customer, STROJCHEM may dispatch the merchandise to the customer or put it into storage, both at the customer's own costs and risk.

5.2. After a further thirty days, STROJCHEM may declare the contract no longer valid and dispose of the merchandise at its discretion. The customer is under an obligation to pay damages to STROJCHEM in the amount of the contracted merchandise, in particular the services price (expenses plus lost profits) and the contractual penalty in the amount of 50 % of the price of the non-collected merchandise, esp. services. STROJCHEM's claim for further damages is in no way affected by payment of the contractual penalty.

Article 6

6.1. STROJCHEM's responsibility for subsequent defects in the merchandise is regulated by provisions § 422 and f. of the Commercial Code, unless stated otherwise in the contract or in these General Commercial Conditions.

6.2. The customer shall store the merchandise (or the article that was the subject of the services provided) that is the subject of the complaint separately and shall not handle it without the consent of STROJCHEM, until such a time as an agreement on the course of action for resolving the complaint between both the contractual parties has been reached.

6.3. The guarantee period for the merchandise, especially for the services provided, is six months from the date of delivery. In the event that the claim is justified, STROJCHEM may, within a reasonable period of time, make good the defects or replace the merchandise, or in the last resort offer a discount on the price of the merchandise or services claimed.

6.4. In the event of a complaint concerning the merchandise, the customer may not legitimately withhold any payments due to STROJCHEM, or withhold the merchandise, esp. any tangible properties that are to be returned to STROJCHEM, or unilaterally include his claim or demand with any claim of STROJCHEM towards a customer.

6.5. STROJCHEM commits itself to cover all the customer's substantiated and necessary costs in pursuance of the complaint up to the limit of 50 % of the value of the merchandise or services.

Article 7

7.1. In the event of STROJCHEM's responsibility for the damage resulting from any substantial violation of STROJCHEM's obligations towards the customer being proven, including damage resulting from defects in the merchandise, especially services, as well as damages to the articles received from the customer for an adjustment, STROJCHEM is under an obligation to pay a contractual penalty to the customer in the amount of 10 % of the contracted price of the defective merchandise or services, especially any undelivered merchandise or services; any further claims exceeding the contractual penalty paid are thereby rendered invalid.

7.2. STROJCHEM is not responsible for any subsequent and collateral damage nor for any damages claimed in connection with the breach of STROJCHEM's contractual obligations towards the customer by a third party.

Article 8

8.1. The contractual relationship between STROJCHEM and the customer is bound by the law and regulations of the Slovak Republic, as valid, namely provisions § 409 and f. of the Commercial Code, the respective technical norms and these General Commercial Conditions. By signing upon delivery of the merchandise (esp. services), the customer thereby asserts that he has familiarised himself with all the above and assents to them.

8.2. In the event of any litigation between STROJCHEM and the customer during the period of validity of the contract of purchase, the acknowledged authority of the judicial courts of the Slovak Republic shall prevail.

Article 9

9.1. These General Commercial Conditions are effective as from 1 October 2007 until annulled or replaced by new conditions.