

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES



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GENERAL TERMS AND CONDITIONS (hereinafter referred to as "GTC") FOR THE PURCHASE OF GOODS AND SERVICES

General Provisions:

This Purchase Order (the "Contract") constitutes the basic agreements between the Customer and the Supplier (the "Parties"), which shall apply to govern the relationship created by this Purchase Order and shall be binding on both Parties. Any other agreements or conditions, in particular the general terms and conditions of the Supplier, shall not apply to the relationships between the Parties unless the Parties expressly agree otherwise. Any changes to these GTC may only be made in writing by an amendment to these GTC signed by both Parties; for the sake of completeness, it should be noted that the Supplier's terms and conditions directly stated in the Supplier's Purchase Order confirmation or referred to by reference to the Supplier's website shall not apply between the Parties.

Purchase Order means an order generated in the Customer's information system by means of which the Customer orders certain Performance specified in the Purchase Order.

Performance under the Purchase Order means any delivery of Goods and/or provision of Services specified in the Purchase Order.

Obligations of the Supplier:

In providing the Performance under the Purchase Order, the Supplier shall at all times act with the utmost professional care and shall be mindful of the best interests of the Customer and act accordingly. The Supplier undertakes that the Performance provided shall not in any way infringe or in any way interfere with or otherwise prejudice any rights of third parties, failing which the Supplier shall be liable for damages. The Supplier is obliged to ensure in advance that the Performance is certified in accordance with the applicable legislation, otherwise the Supplier shall be liable for any damage incurred.

The Supplier declares that it duly fulfils its obligations under Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (REACH) concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals. The Customer is not obliged to carry out such registrations.

The Supplier is obliged to have insurance against liability for damage caused by delivering defective Performance. The Supplier hereby contractually undertakes to take out insurance policies covering all risks associated with the subject matter of the Performance. The Supplier shall submit the relevant insurance policies to the Customer at the latter's request.

Purchase Order:

The Customer shall have the right to cancel a submitted Purchase Order in writing, including by e-mail, by the time it has been confirmed in writing or by e-mail by the Supplier at the latest. The Supplier shall confirm the Purchase Order no later than 48 hours after its receipt; if the Supplier fails to confirm the Purchase Order within this period, the Purchase Order shall be deemed to have been confirmed and shall be binding on the Parties.

Delivery of Performance:

The Parties shall be bound by the terms and conditions of the Performance delivery set out in the Purchase Order, i.e. the time, method and place of delivery of the Performance. If the Supplier is in delay with the delivery of the Performance by more than 10 days, the Customer shall have the right to withdraw from this Purchase Order (Contract). The right to a contractual penalty and the right to compensation for damages shall remain unaffected. Unless otherwise agreed by the Parties, the delivery of the Performance shall be governed by the relevant general commercial rules INCOTERMS 2020 applicable to the agreed method of delivery.

Purchase Price, Payment Terms, Invoicing:

The Purchase Price agreed in the Purchase Order represents the final price for the entire Performance under the Purchase Order, including the costs related to the Purchase Order (packaging fees, transport to the place of delivery, as well as other costs related to the delivery, in particular, transport costs, customs duties and other fees related to its import, certification, and disposal). Unless otherwise agreed by the Parties, the basis for payment of the purchase price shall be the invoice issued by the Supplier based on the Purchase Order. The Supplier shall only be entitled to payment of the invoice upon full delivery of the Performance to the Customer. An invoice shall be deemed to have

been paid on time if the invoiced amount is debited from the Customer's account to the Supplier on the last due date, even if the funds are credited to the Supplier at a later date. The Supplier's invoice must contain the relevant Purchase Order number and must comply with all the requirements of a tax document, failing which the Customer shall be entitled to return the relevant invoice to the Supplier, in which case the due date shall start to run again upon receipt of a corrected invoice, in accordance with the conditions set out in this Clause.

Title, Passing of Risk of Damage to the Goods:

Unless otherwise agreed, title and risk of damage shall pass from the Supplier to the Customer upon acceptance of the Performance. The Performance must be accepted and confirmed in writing by an authorised person of the Customer. Unless otherwise agreed by the Parties, the passing of the risk of damage to the Goods shall be governed by the relevant general commercial rules INCOTERMS 2020 applicable to the conditions and terms of delivery under the Purchase Order.

Confidential Information:

The Parties are obliged to keep the confidentiality of Confidential Information, which shall mean all facts of a commercial, manufacturing and technical nature of which they become aware in the course of their mutual negotiations and the performance of their obligations under the Purchase Order. All obligations of the Parties regarding the protection of confidential information and personal data shall apply regardless of the duration of the Purchase Order.

Liability for Defects, Warranties:

The Supplier shall be liable for any damage arising during the Performance of the Purchase Order. The Supplier shall be liable for any defects in the Performance at the time when the risk of damage passes to the Customer and also for any defects discovered during the warranty period of three (3) years. This is without prejudice to the Customer's right to claim damages incurred as a result of the defect in the Performance.

If the Supplier delivers the Performance to the Customer only partially or with defects or is in delay with its delivery, the Customer may assert the following claims:

- (i) to demand the rectification of defects in the Performance, in particular by the supply of replacement goods or non-defective service, the supply of missing goods, the performance of what has not been performed, the rectification of legal defects,
- (ii) the rectification of defects by repairing the Goods if the defects are repairable,
- (iii) a reasonable discount on the purchase price,
- (iv) withdrawal from the Purchase Order,

The choice of the above claims is up to the Customer. In addition to the above claims, the Customer shall be entitled to claim damages as well as a contractual penalty.

If the Supplier is in delay with the rectification of defects in the Performance by more than 10 days, the Customer shall be entitled to rectify the defects itself or have them rectified by a third party at the Supplier's expense, even without prior notice to the Supplier. The Customer shall subsequently inform the Supplier of the facts. The right to claim damages and a contractual penalty shall remain unaffected.

Contractual Penalties:

In the event of a breach of contractual obligations, the Parties agree on the following contractual penalties:

- (i) If the Supplier is in delay with the delivery of the Performance up to 30 days from the agreed date of Performance delivery, the penalty shall be in the amount of 0.5% of the price of the undelivered Performance per day for each and every day of delay,
- (ii) if the Supplier is in delay with the delivery of the Performance more than 30 days from the agreed date of Performance delivery, the penalty shall be in the amount of 0.25% of the price of the undelivered Performance per day for each and every day of delay; and
- (iii) in the event of a breach of the Supplier's confidentiality obligation, the penalty shall be EUR 5,000 for each individual breach.

Payment of the contractual penalty shall not extinguish the right to claim damages. The Party concerned shall be entitled to claim damages exceeding the contractual penalty. The Party in breach shall be obliged to pay the contractual penalty within 30 days of receipt of a written demand for payment from the Party entitled to payment.

The Customer shall be entitled to set off any mutual claims it may have against the Supplier, including claims arising based on a claim for damages and a claim for payment of the contractual penalty.

Circumstances Excluding Liability:

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The Parties shall not be liable to each other for the consequences of a breach of their obligations caused by circumstances excluding liability, provided that the Party claiming the existence of the circumstance excluding liability notifies the other Party in writing of the existence of such circumstance no later than 10 days after becoming aware of the event. Circumstances excluding liability are fire, disaster, flood, earthquake, war, strike, lockout, and any other circumstance, the occurrence of which could not have been foreseen in advance by the other Contracting Party and the consequence of which is that the other Contracting Party was unable to perform according to the Purchase Order.

Applicable Law, Transfer of Rights and Obligations:

The applicable law is the law of the Slovak Republic. The provisions of the Commercial Code shall apply mutatis mutandis to regulate the relationships between the Parties. The Parties agree that any dispute arising from the content of their obligations incurred in connection with the Performance of the Purchase Order shall preferably be settled by mutual agreement. If such an agreement is not possible, the dispute shall be finally settled by the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava with three judges. The language of proceedings before the Arbitration Court shall preferably be Slovak unless the Parties agree otherwise. The Parties agree that if the Purchase Order and these GTC are in English, the language of the proceedings before the Arbitration Court shall also be English. The Parties declare that its decision shall be binding on them, and they shall submit to it.

The rights and obligations of the Supplier under the Purchase Order may not be transferred to a third party without the prior written consent of the Customer.

The Customer shall be entitled to assign its rights and obligations under the Purchase Order to a third party without the Supplier's consent.

História dokumentu						
Por.č.	Verz.č.	Dátum zmeny	Autor	Popis zmeny	Schválil	Dátum
1.	1	30.05.2024	R. Bunta	Prvé vydanie	R. Bunta	30.05.2024