



thyssenkrupp

thyssenkrupp rothe erde Slovakia, a.s.
General Purchasing Terms
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I. The subject of performance

The seller is committed to deliver products specified in order or in sales contract, respectively (hereby „SC“). The seller is bound to hand all documents written in Slovak language necessary to receipt and use products at latest on last day of product delivery. The seller cedes ownerships to products on the buyer on the day of delivery according to supply clause. The buyer is committed to pay agreed price for delivered products. The supply is considered to be met after checking of amount, quality and after document completeness check.

II. The price

The price is given in SC without the VAT and for each item separately. In case the buyer finds apparent deficiency in supply he will pay only for actually received amount of quality products.

III. The date of performance

- 1) The date of performance is given in SC. The buyer will receive products delivered by car transport only during working days from 7.00 to 15.00 at the address:

thyssenkrupp rothe erde Slovakia, a.s., Robotnicka ul., 017 01 Považská Bystrica, Slovakia

- Any change of the date of performance is possible only after mutual agreement in writing.
- 2) In case the seller delivers the products before the date of delivery agreed in SC the buyer is entitled either to reject this earlier supply or to receive the products on condition that the payback period will be prolonged on days of that the supply is earlier.

IV. Delivery and transport conditions are given in SC.

- 1) In the event that delivery and transport conditions are not defined in SC the delivery clause DDP thyssenkrupp rothe erde Slovakia, a.s., Robotnicka ul. 017 01 Považská Bystrica, Slovakia, according to Incoterms 2010 is valid.
- 2) In case that entry of cars, trucks or other automobiles of seller into the buyer's premises is necessary the seller is bound to inform his employees about restriction of transport of third-party (including the underage and teenaged persons) in these automobiles. In case of breaking this restriction the entry of particular automobile will not be possible. The seller is responsible for all damages caused by infringement of this restriction. The seller shall guarantee the observance of this restriction at his sub-suppliers.
- 3) In the event that the entry of seller's employees and/or employees of his sub-supplier into the buyer's premises is necessary in connection with SC execution and work performance (e.g.: examination, testing, assembly, etc.) the seller is bound to inform the buyer about this fact in advance. The seller is also bound to acquaint his employees with buyer's internal directives and safety & health directives, as well as to ensure their performance. The acquaintance of seller's employees with these restrictions shall be documented and there shall also be documentary available by request of buyer. At the same time the seller is committed to ensure the compliance of internal restrictions of buyer by his sub-suppliers who enter buyer's area and/or buildings in connection with SC execution.
- 4) When the seller enters the premises of the buyer or ensures the delivery of supply into the premises of the buyer via transportation company he is bound to show by request the valid damage insurance for the case that any damage would be caused by his employees at work performance and the damage insurance for such a case caused by operation of vehicles.
- 5) The use of cameras or other devices for picture recording is forbidden in the whole area of thyssenkrupp rothe erde Slovakia, a.s. The infringement of this restriction could be punishable by penalty up to 10,000.00 Euro and it could be the reason for the rescission of SC.

V. Packing and product marking

- 1) The seller performs the packing for agreed mode of transport in such way so that products will not be damaged during the transport.
- 2) In case the seller protects products by conservation agent he is bound to indicate its name directly on the product.
- 3) Type of packing shall be indicated in the invoice and in the delivery note together with indication of its reversibility or non-reversibility.
 - a) Reversible packing will not be invoiced on condition that the buyer passes it back to seller up to 30 days after product receipt.
 - b) The price for non-reversible packing shall be agreed before product delivery and shall be given as a separate item of the sales invoice.
 - c) Products shall be designed by drawing number or material code directly on the product. If it is applicable, the designation shall be placed directly on the product or on its packing using agreed manner (sheets, embossed number on non-functional surfaces).
- 4) If the SC deals with products that are used for packing or could be used in production of packing for buyer, the seller is bound to deliver the Statement of Product Compatibility with requirements given in technical standards, by course of law of Slovak Republic Nr. 529/2000 on packing as amended, by course of law of Czech Republic Nr. 477/2001 on packing as amended or by course of valid laws from other countries dealing with packing to the buyer at latest on the day of delivery. At repeated delivery of the same product in one calendar year the seller is bound to deliver a new statement to the buyer only if the product and/or the technology of its processing and/or the quality of raw material are changed and subsequently some of data in former statement are changed or on the buyer's request. The seller is bound to submit the Technical documentation to delivered products on the buyer's request within given time period. The costs arisen from issuing or submitting of such a statement are paid by the seller to the full extent.

VI. Payment conditions

- 1) The payback period of invoice is 45 days after product delivery and delivery of the invoice to the buyer. The seller is eligible to invoice on the day of delivery but at latest 15 days after product delivery.
- 2) If the seller is the VAT payer each invoice shall contain the minimum appropriateness according to valid law Nr. 222/2004 on VAT, subsequently amended, and the supplier is also bound to conform to the law Nr. 511/1992 on taxation and charges government, subsequently amended.
- 3) The invoice shall be sent to the address: thyssenkrupp rothe erde Slovakia, a.s., Robotnicka ul., 017 01 Považská Bystrica, Slovakia
- 4) When there is a separate invoice for the transport costs the price for transport shall be divided into the price for transport from the place of dispatch to the border of Slovak Republic („SR“) and into transport costs within the SR. In case that transport is realised outside the SR the seller shall specify the price, and the name of country of dispatch, and the name of country of delivery in the invoice. Nevertheless, this rule is not applied within countries of European Union.
- 5) When the transport from abroad to SR is realised by the seller, he is committed to deliver documents confirming the transport of products altogether with the invoice.
- 6) The interest of late payment of 0.03% from the price (or 0.01% for other than Euro) for each day of delay may be charged to the buyer when the payments are not covered in the payback period.
- 7) The penalty of 1% from the price of delayed product may be charged to the seller for each day of delay when the compliance of terms is not met.
- 8) The seller is committed not to be dealing with debts of buyer resulting from SC without written agreement and under sanctions of 20% of financial extent of debt.
- 9) The penalty according to SC or these GPT will be paid to the full extent along with compensatory damages. The penalty, compensatory damages, and interests of late payment fall due in period of 45 days from delivery to the obligatory party.

VII. Liability for damaged products

- 1) The seller is liable for non-infringement of rights of third-party at each delivery of products to the buyer resulting from intellectual and industrial property. The seller is committed to pay all damages arisen at the buyer's side from infringement of these rights.
- 2) The quality and completeness of the delivery will be checked and confirmed on the delivery note by the seller's check-out or by sending of verification on quality and completeness of delivery confirmed by the seller's check-out.
- 3) The seller shall guarantee for quality of delivered products within 24 months period beginning on the day of the delivery, unless provided otherwise in SC.
- 4) The seller shall be informed on evident damage of the product immediately in writing.
- 5) In case of delivery of damaged products the buyer is allowed to decrease the price on the value corresponding to the difference of price between the product without damage and the damaged product, however at least 10% from the price („discount“). If the price was paid before the claiming of the discount the seller shall give the discount back to the buyer within 10 days after its claiming altogether with interests of 0,03% for each day from the day when the price was paid to the day when the discount was given back to the buyer.
- 6) Repeated delivery of damaged products based on SC is the reason for rescission of any contract or all contracts.
- 7) The seller is bound to confirm the quality of products via Inspection Certificate 3.1, according to STN EN 10204 standard, May 2005, on demand of buyer. The Certificate is included into delivery documents according to section I. of these GPT.

VIII. Rescission of contract

- 1) The buyer is allowed to rescind the SC or its part without giving any reason and is committed to pay the compensation of 20% from the value of undelivered products.
- 2) The buyer can also rescind the SC in case when delivery of products is delayed for longer than 30 days. This is considered to be the serious infringement of SC.
- 3) In case when the seller repudiates a contract or its part he is committed to pay to the buyer the penalty of 20% from value of undelivered products.
- 4) The rescission of SC is valid from the day of its delivery in writing to the other part of contract.

IX. Conclusions

- 1) Articles of SC can be changed during its validity only after mutual agreement in writing as the amendment agreement to the SC signed by both parties.
- 2) The SC is made according to § 409 of Commercial Code of the Slovak Republic and is getting valid from the day of its signing by both parties.
- 3) Articles of SC are superior to the articles of GPT.
- 4) All legal relations resulting from SC which are not dealing in the SC are governed by the Commercial Code of SR or other relating legal regulations of SR.
- 5) These GPT are effective exclusively. Other commercial terms of the seller are not effective even if the buyer was informed on these different terms or if these were printed in the documents of the seller, especially on the order confirmations.