

1. PREAMBULA

- 1.1. These General Business Terms of Purchase, Supplies and Work (VOPN) apply to all supplies and work or any type of purchase by BIS Slovensko, if in single cases unless the contracted parties expressly agreed otherwise.
- 1.2. Similar supplier business and/or legal provisions apply only if in single case BIS Slovensko expressly agreed with it in written form.
- 1.3. The following terms apply if contracted parties did not take any other different written agreement.

2. Order

- 2.1. Independent from the form of proposal processing all orders and all changes and Amendments to them are for the Customer (BIS Slovensko) legally obligatory – the name and address of the company – only when their corresponding department Material Technical Supply MTZ of BIS Slovensko asked in written (also by e-mail) or by fax.
- 2.2. To declare the other persons can supplier (DOD) call only if it is informing corresponding department of BIS Slovensko and the written confirmation is available.
- 2.3. The latest at the beginning of order execution from the side of DOD these purchase terms (VOPN) are considered as acceptable from the side of DOD. DOD terms (for example offer, purchase terms) apply only if they are expressly confirmed in written form by BIS.
- 2.4. Verbal or telephonic orders as well as the Amendments and changes in already send orders are becoming obligatory for BIS Slovensko only upon its written confirmation (also by e-mail) or by fax.
- 2.5. The day of order is the date of order sending.
- 2.6. The order can DOD confirm by written form or refuse within ten days starting from the day of order acceptance. If DOD does not confirm order to BIS Slovensko within this period, then it is executed as contract with the content of order/contract. If the order is not accepted in the form of order confirmation upon which the order is considered as completely acceptable, the BIS Slovensko has the right to withdraw from the order without giving any reason and without that DOD to who any rights belong to, had any claims to BIS Slovensko. The withdrawal is considered if it is send in time and if it is send prior to declaration about acceptance.
- 2.7. The deviation from the order has to be clearly emphasized but in order to be effective it is required definitely written or send by fax approval from the side of BIS Slovensko. Unconditional goods acceptance is not considered as the approval in any case.

3. Price

- 3.1. All prices are to be understood as fixed prices without tax from VAT but including all other taxes, tax payments and etc., and including all expenses of DOD connected to supply and output completion such as transport and insurance etc.
- 3.2. If the order does not contain any other provisions, for the price estimation applies “delivered, duty paid” (DDP) the arranged place of destination in Slovak Republic according to INCOTERMS 2000. The price includes expenses to provide the documents, technical tests, painting, anticorrosion protection, marking, signature etc.
- 3.3. At the supplies from abroad the DOD will include also Customs declaration (Customs provision by own documents including all expenses connected to expenses and taxes)

4. PAYMENT

- 4.1. The payment will be realized by BIS Slovensko, if it is not arranged otherwise, according to corresponding invoice (check item 5) after the terms mentioned in order completion, above all the proper documentation supply, within 45 days clear, according to BIS Slovensko decision either by cash, according to own 3-months acceptance, by Client bill or by credit note. BIS Slovensko reserves the right to extend once the acceptance for further 3 months.
- 4.2. The DOD debts submitting is accessible only with the exclusive written approval of BIS Slovensko.
- 4.3. Parcels cash on delivery will not be accepted (except for the written exceptional agreement).
- 4.4. The output/supply claim authorized BIS Slovensko to reserve the maturity payments.
- 4.5. Payment means acknowledgement of correct supplies and outputs and by that to abandon BIS Slovensko in completion, guarantee, damage covering etc.
- 4.6. Payment realization is considered to abandon authorized rights of BIS Slovensko against DOD.

5. INVOICING

- 5.1. Supplies and invoicing has to be executed separately according to single orders. Invoices are necessary to submit in two copies BIS Slovensko (the name of company and address see the order) with the copy of supplying information respectively with the delivery note. To input invoices it is necessary to attach the confirmation about the output. The parcels that have to be Customs cleared applies except the item 6.

- 5.2. DOD from the EU countries have to have on all invoices mentioned (except for the data specified by law also the following:

- 5.2.1 Applicable tax rate resp. reference about the duty fee and the goods circulation

- 5.2.2 The issued date

- 5.2.3 The invoice number

- 5.2.4 UID number DOD

- 5.3. BIS Slovensko has the right to charge the payments to DOD outstanding of BIS Slovensko as well as their direct and indirect concerned companies. Uncompleted and uncontrollable invoices will not have maturity and will be refused.

6. PACKAGE AND SHIPMENT

- 6.1. The shipment terms and standards are applicable regarding the Customer package. If DOD does not have them to their disposal then it is necessary to ask them from BIS Slovensko.

- 6.2. At the terms critical supplies it is necessary to use special transport provision (for example air mail, express service) it is necessary to have approval from the purchase department of BIS Slovensko, in another case the transport cost will be charged to DOD.

- 6.3. DOD has to attach the valid preference prove (such as certificate about the goods transport, the document of goods origination etc.).

- 6.4. At the shipment it is necessary to take into consideration special BIS Slovensko regulation. In shipment conditions BIS Slovensko it is not mentioned otherwise the accompanying shipping documents cannot have another data about value (price) of the parcel.

- 6.5. The expenses for the transport insurance are charged on BIS Slovensko only if it is definitely arranged that way.

- 6.6. In case that the BIS Slovensko regulations about shipment, package, duty paid respectively about the documentation all risks are not maintained, the arose damages shall be covered by DOD and the invoice maturity is correspondingly moved until the completion resp. the missing documents submitting.

- 6.7. Products liable to special regulation about products such as regulation about the goods risk have to be separated, packed and marked according to corresponding regulation, but it is necessary (in connection to Law) specified safe data attach.

7. THE TERMS

- 7.1. The terms have to be precisely maintained.

- 7.2. Prior to goods supply the term arrangement is possible only with the written approval of BIS Slovensko, but it has to be stated that it does not require any priority of payment.

- 7.3. If DOD finds out that the arranged periods and terms cannot be maintained they are obliged to inform about it BIS Slovensko, about the reasons and about the extent of delay.

- 7.4. To the supplies and to the output applies the term, date of supply, when DOD completes its obligation according to the order, including complete and correct documentation.

- 7.5. If DOD will not maintain the term, preliminary terms or the final term arranged by the order it has to withstand the following contracted fine always calculated from the order total amount. Contracted fine can be counted from the usual invoices resp. from DOD outstanding. All terms apply at the same time.

- 7.6. Supplies and the output

- 7.6.1 The contracted fine is arranged in the amount of 1% from the order total value.

- 7.7. Documentation

- 7.7.1 The contracted fine is arranged in the amount of 0,5% from the order total value for each even started week of the delay, maximal 5% from the order total value.

- 7.8. The obligation to pay the contracted fine from the delay arose for DOD at the start of objective delay, regardless if it is from DOD fault.

- 7.9. At the defective supply/output between the time of taking over and the claim from the BIS Slovensko there is no contracted fine from the side of BIS Slovensko. There is no reservation from BIS Slovensko at the parcel taking over, because of the rights keeping as the contracted fines are required. .

- 7.9.1 The DOD is not released from the obligation of contracted fine payment completion and the connected guarantees.

8. THE GUARANTEE OFFER

- 8.1. DOD is responsible that the goods are delivered in required qualitative quantity and also that the manuals are supplied.

- 8.2. DOD guarantees by contract arranged and usually supplied, assumed delivery character, for the complete and suitable use of their supplies and output for the period of 24 months at the movable and 60 month for fixed matters and guarantees them without problem operation during guarantee period.

- 8.3. The guarantee period starts by object taking over from the side of final customer (customer of the Client – KO (final customer).

- 8.4. The guarantee starts in every case 36 months at the movable resp. 48 months at the fixed properties after the complete supplies and outputs ordered by BIS Slovensko.

GENERAL BUSINESS PURCHASE TERMS , The supplies and work purchase (VOPN)

- 8.5 BIS Slovensko has the right without any harm of the other BIS Slovensko rights and independent from the DOD debts, to have removed the detected defects or damages on account of DOD, or done by the third party or done by themselves if DOD will not approve the appeal to remove the defects in the reasonable period.
- 8.6 The inspection obligation and the claim are excluded from the side of BIS Slovensko regarding supplies and output of DOD prior to operation or use start.
- 8.7 At the replaced supply or repair the guarantee starts again.
- 9 THE DAMAGE REPLACEMENT AND PRODUCT GUARANTEE**
- 9.1 If the supplied goods display defects according to law about product guarantee BIS Slovensko has the right to claim it as the DOD is responsible, then he is obliged to cover all expenses to BIS Slovensko and to consider BIS Slovensko completely covered and consider it for not suable.
- 9.2 DOD is obliged to attach complete and easy understandable manual in Slovak language. At the same time he is obliged to keep all required documents and to follow the products in detail.
- 9.3 DOD is further obliged without appeal to reproduce the product if the problems are known from which their responsibility can be deduced.
- 10 LICENCE FOR EXPORT**
- 10.1 DOD is eventually obliged to supply required export license in connection with its supplies and output, over all for export to KO country and has to get it on its own account.
- 10.2 DOD will assure that in the moment of order the supply will be completely insured and that there will not be any official or other limitations for the complete supply and the output and will consider BIS Slovensko and/or KO in case of rights from the side of the third party without any limitation and not suable and without obligation to cover the damage of arosed cost.
- 10.3 DOD is definitely obliged to inform BIS Slovensko also about all bans, limitations concerning export, that aroused after contract conclusion and to submit free of charge all alternative variations.
- 11 THE RIGHTS FOR THE SUBJECT OF CONTRACT**
- 11.1 DOD is obliged to make sure that all DOD supplies and output application is not interrupted by any way of the third party application (marks, samples, patents, environment protection etc.) or did not interrupt the existing clause concerning boycott, black list etc.
- 11.2 About each later occurred the other rights breach or boycott, black list etc. the DOD has to inform BIS Slovensko immediately.
- 11.3 DOD commits themselves that will consider BIS Slovensko and/or KO forwards all rights of the third party as unlimited and not suable and without obligation to cover the damage and that will cover all originated cost.
- 11.4 The documents to inquiry is necessary to return to BIS Slovensko without appeal including with the proposals or after the order execution.
- 11.5 There is not any payment for the proposal processing.
- 11.6 The proposals handing over includes approval that the technical documents to proposals can be given without any rights to BIS Slovensko in the required volume given to the disposal of the third party (technical partners, Clients etc.).
- 11.7 The documents to proposals do not have to be returned.
- 12 SECRECY**
- 12.1 DOD has to maintain secrecy about all facts that came across during the time of proposal processing directly or indirectly from the BIS Slovensko and/or KO as well as the submitted information and documents of commercial or technical character and everything connected to the information that DOD has to supply and has to use them exclusively to contracted obligation completion.
- 13 AUTORS RIGHTS**
- 13.1 The ownership and the exclusive rights concerning the use of the drawings, information and know-how that BIS Slovensko will submit to DOD disposition as well as sketches and documents etc. that will DOD prepare during the time order execution are the property of BIS Slovensko.
- 13.2 DOD acknowledge that to those materials BIS Slovensko has the exclusive author protection rights.
- 14 WITHDRAWAL**
- 14.1 In case of contract breach by DOD after the adequate additional period BIS Slovensko can withdraw from the contract either completely or partially.
- 14.2 Among such contract breach belong first of all the delay in preliminary and final terms, unauthorized order assignment by the subcontractor or the other insufficiency at the completion that endanger BIS Slovensko contract completion against his contracted partners.
- 14.3 In such cases BIS Slovensko is authorized not to submit resp. insufficiently executed supply and output performed by himself or by the third party on account of DOD (the alternate performance)
- 14.4 The cost coming out of it can BIS Slovensko shall invoice or directly, whereas for the agreed maturity is considered period of 45 days after the invoicing or BIS Slovensko can subtract them from the following mature payments of DOD.
- 14.5 If the right for the alternate performance application requires the access to protective rights of documentation (as for example workshop drawings, calculation) or to the other information the supplier will provide the required rights right now to documentation and information for the customer.
- 14.6 BIS Slovensko has the right at any time to complete or partial withdrawal from the contract also without the fault of the DOD. In this case BIS Slovensko is obliged to pay the contracted price to DOD Pro rate to already handed over supplies and output and except that to cover direct cost for the supplies and output in process resp. payment reversal to subcontractor for the order.
- 14.7 After the withdrawal announcement DOD is obliged to develop maximal effort that the cost that BIS Slovensko has to cover is as little as possible.
- 14.8 If the BIS Slovensko withdraw from the contract upon contract breach from the side of DOD the BIS Slovensko and/or KO has the right to use the supplies and output that have been submitted to this time by DOD. Eventual expenses connected with this application will go on account of DOD.
- 15 THE OTHER**
- 15.1 BIS Slovensko is reserving the right for themselves , KO and/or for its control body to control at any time for example during proposal, planning, supply production , the terms revision as well as preliminary technical inspection and final inspection (also the inspection of packing) in offices, production facilities and warehouse places of DOD and his subcontractors. In case that the inspection results are reasonable BIS Slovensko can refuse the incorrect documentation as well as the defective material.
- 15.2 These inspection and tests do not release DOD from his responsibility and the supplies/output are not considered as the approved.
- 15.3 It is necessary to inform in written form BIS Slovensko without delay about all DOD subsuppliers except for those that are the normalized and standardized parts and it is necessary to let the Customer to approve them in written form.
- 15.4 The property transfer from BIS Slovensko will be realized at the same time with the risk transfer. Persons that are working for the DOD towards BIS Slovensko for this declaration has unlimited authorization.
- 15.5 The additional expenses connected to order performance that are not adjusted neither in the agreements nor in INCOTERMS 2000, go on account of DOD.
- 15.6 In case that the BIS Slovensko would require the DOD will declare that agrees with correct storage for BIS Slovensko during the period of 3 months on the expenses and risk of DOD.
- 15.7 All supplies for BIS Slovensko is necessary to execute without property and rights reservation of the third party. These reservations concerning DOD are without objection from the side of ODB are legally ineffective.
- 15.8 DOD is also responsible for the purchase terms maintaining from the side of their subsuppliers.
- 15.9 Without any harm on provision the purchase terms remain continues legal rights of BIS Slovensko untouched.
- 16 THE SEAT OF COURT**
- 16.1 The seat of court for all disputes connected to legal +rights of the order between BIS Slovensko and DOD which are the base of these terms (including those that are connected to contract validity) is exclusively corresponding court of BIS Slovensko seat.
- 16.2 BIS Slovensko can of course apply different right according to own selection also
- 16.2.1 Corresponding regular court at the seat of supplier or
- 16.2.2 The Arbitration court of Slovak Commercial and Industrial Chamber in Bratislava where the disputes that arose from that contract including disputes about its validity, the explanation or canceling will be solved either prior to Arbitration court according to his basic internal legal regulation . The negotiation language is Slovak. The party will obey the decision of this court. Its decision will be obligatory.
- 17 APPLICABLE LAW**
- 17.1 Contracted parties came to the conclusion that the Slovak Law will be applicable.
- 18 FINAL PROVISIONS**
- 18.1 In case that single provisions of General Business Terms of supplies and work (VOPN) purchase from any reason have been or became ineffective, the efficiency of the other provisions remain untouched. Both contracted parties commit themselves that will come to an agreement on effective and realizable provision that the most correspond to idea and the purpose of touched provision.
- 18.2 During the period of contract duration the contracted parties are obliged to inform the other party about all changes concerning business name, place of seat, subject of business, statutory body including the manner of substitution against the third party, about the distress start on company property and the bankruptcy start according to law about the bankruptcy and the compensation.
- 18.3 VOPN is prepared in Slovak, English and German version. Slovak version of VOPN is decisive.
- 19. WRITTEN CONTACT**
- Each written material is addressed exclusively to person who is mentioned as the Client contact person.
- 20. CODE OF CONDUCT FOR SUBCONTRACTORS AND SUPPLIERS**
- Subcontractor is obliged to conform to the content of Code of Conduct for Subcontractors and Suppliers. Code of Conduct is available at www.bisslovensko.sk.