

GENERAL SALES CONDITIONS

ARTICLE 1 – DEFINITION

The following terms will be explained for the purpose of these General sales conditions as follows:

Customer:	person interested in goods and/or service;
Contract:	summary of contracting documents regulating all rights and duties between Parties, including these General sales conditions;
Order:	goods and/or services, which are the Customer's order subject-matter, in the form of order letter.
Parties:	Customer and company STEEL BUSINESS SERVICES, S.R.O.;
Products:	goods or services being sold by the company STEEL BUSINESS SERVICES, S.R.O..

ARTICLE 2 – SUBJECT AND FIELD OF APPLICATION

- 2.1. The Order is liable to the following provisions and conditions, which are its integral part. The Customer confirms to be familiar with them and declares to accept them before the Order is sent.
- 2.2. All other provisions found in documents, agreed before the Order, are considered to be not binding and invalid. Besides, each contradictory condition established by the Customer, particularly in his general sales conditions, will be considered not to be agreed with the company STEEL BUSINESS SERVICES, S.R.O.
- 2.3. Any other document than these General sales conditions has only informative and orientation value, which is not contracting and is subordinated to these General sales conditions.
- 2.4. The fact that STEEL BUSINESS SERVICES, S.R.O. did not require the application some of these provisions articles, either permanently or temporarily, cannot be in any case considered to be the waiver of their claims resulted from specific article.

ARTICLE 3 - ORDERS

- 3.1. Unless otherwise agreed in provisions, each business offer is firm and valid during the period of tenth (10) days from the day of its issue.
- 3.2 Each Order (in any form) is firm and final and the Customer cannot cancel it or change, except with the previous written consent of the company STEEL BUSINESS SERVICES, S.R.O..
- 3.3 Any Order, which is not received and approved in writing by the company STEEL BUSINESS SERVICES, S.R.O., cannot be obligatory for this company.
- 3.4 The Customer is responsible for correct technical documentation and its technical feasibility. If the Product cannot be made on the basis of technical documentation provided by the Customer, the company STEEL BUSINESS SERVICES, S.R.O. will inform the Customer and the company STEEL BUSINESS SERVICES, S.R.O. is not obliged to execute the Order.

ARTICLE 4 – PRICES – PAYMENT CONDITIONS

- 4.1 Sales and services are provided at the prices valid on the day when Order is delivered to the company STEEL BUSINESS SERVICES, S.R.O..
- 4.2 Under the price is understood the price without tax, Ex Work (Incoterms 2000 EXW), without packing cost, in EUR.
- 4.3 Foreign exchange risk is borne by the Customer.
- 4.4 Payment is made by bank transfer.
- 4.5 Unless otherwise agreed in writing between Parties, each debt amount must be paid within the period 30 days from the date of invoice issue.
- 4.6 In the case of Customer's late payment of invoice, the company STEEL BUSINESS SERVICES, S.R.O. has the right to claim the contracting penalty in amount 10% from debt amount. The supplier's claim for this penalty is immediately in the first day of delay resulted from invoice. The amount of delay payment penalty is ultimate and changeless. The statutory interest on late payment is not touched by it.
- 4.7 If the payable invoice is not paid to forty-eight (48) hours after written reminder, the company STEEL BUSINESS SERVICES, S.R.O. has the right to rescind the Contract or its part. Parties are obliged to return fulfilment to 3 days. If in the case of agreement of payment calendar will not pay any part of payment in maturity day, become payable a whole amount due.
- 4.8 The obligation from invoice cannot be in any case the subject of any compensation without the previous and written consent of the company STEEL BUSINESS SERVICES, S.R.O.. The Customer has to pay all costs to the company STEEL BUSINESS SERVICES, S.R.O. expended within the recovery of their receivables against him.
- 4.9 In the case of late payment of payable invoice, the company STEEL BUSINESS SERVICES, S.R.O. has the right to stop any running Order.

ARTICLE 5 – DELIVERY OF GOODS AND/OR SERVICES

- 5.1 Goods and/or services will be delivered to the address stated in the Order or in confirmation on Order receipt.
- 5.2 The Customer is obliged to check the outer condition of Products at taking-over, but not later than 48 hours from taking-over. If there are not reservations, which will be expressly stated in take-over report or in writing by the Customer within 48 hours from Products taking-over, the Products delivered by the company STEEL BUSINESS SERVICES, S.R.O. will be considered to be identical with the Order in quality and quantity. In the case of unrespected these steps, will not STEEL BUSINESS SERVICES, S.R.O. accept any kinds of clauses.
- 5.3 The Products, which are accepted as faulty by the company STEEL BUSINESS SERVICES, S.R.O. will be substituted in the shortest possible time and at this company's own expense. Each Product returned without previous consent of the company STEEL BUSINESS SERVICES, S.R.O. will be returned to the Customer at his own expense.

ARTICLE 6 – DELIVER PERIOD

- 6.1 Delivery period is informative.
- 6.2 Each modification of Order causes that STEEL BUSINESS SERVICES, S.R.O. will determine new delivery period by the extent of Order modification.
- 6.3 STEEL BUSINESS SERVICES, S.R.O. is not responsible to the Customer for the reason of delivery delay and will not pay compensations of any kind for the reason of delivery delay. Each contradictory provision, particularly in Customer's general sales conditions, will be at the same time considered to be invalid.
- 6.4 The company STEEL BUSINESS SERVICES, S.R.O. is not in delay during the time when the Customer is in delay.

ARTICLE 7 – ASSIGNMENT

- 7.1 Contracting Parties have agreed on reservation of ownership. Ownership right is assigned to the Customer immediately after full payment of purchase price.
- 7.2 Cheques, own bills of exchange, bills of exchange and transfers of debts are considered to be a payment instrument only after their real payment recovery.
- 7.3 Unpaid Products in Customer's tenure will be every time considered to be unpaid; the company STEEL BUSINESS SERVICES, S.R.O. has the right to take them from Customer and consequently sell them. Proceeds of sales can be used for inclusion with unpaid Customer's invoices.
- 7.4 The Customer is obliged to inform the company STEEL BUSINESS SERVICES, S.R.O. about each third party intervention or claim that could damage the company's rights to Products.
- 7.5 If the Customer did not pay, the company STEEL BUSINESS SERVICES, S.R.O. can, without touch of other rights, claim immediate return of unpaid Products at Customer's expense and risk.

ARTICLE 8 – TRANSFER OF RISKS AND LIABILITY FOR DAMAGE

Transfer of loss and destruction risks and liability for damage of Products comes immediately after handover of Products to first carrier. The Products will be transported at Customer's risk and danger.

ARTICLE 9 – WARRANTY

- 9.1 The Customer has to inform about hidden faults or shortages in writing immediately after their finding. The customer cannot do some corrects itself and must wait for the reply STEEL BUSINESS SERVICES, S.R.O.
- 9.2 The Customer has to prove shortages or hidden faults that he found, while each control or analysis is at his own expense.
- 9.3 If responsibility of the company STEEL BUSINESS SERVICES, S.R.O. is proved, the faulty Products will be replaced by identical or similar ones. Faulty Products must be returned not later than one month from the day of new Products delivery.
- 9.4 In any case the warranty is possible only under the condition that Products will be used for aims in consent with their designation, in conditions consistent with applicable rules, practices and recommendations delivered together with Products. The warranty is not possible if there were modifications of Products made from Customer's own initiative.

ARTICLE 10 – LIABILITY OF THE COMPANY STEEL BUSINESS SERVICES, S.R.O.

- 10.1 The liability of the company STEEL BUSINESS SERVICES, S.R.O. is strictly restricted to obligations defined in the Contract.
- 10.2 The Customer as expert is alone responsible for choice of Products and their adaptation to his needs.
- 10.3. The customer is obliged to keep evidence of products supplied by third parties, as well as about the place of installation, and in the case of requirement of the company STEEL BUSINESS SERVICES, S.R.O. its to refer.

ARTICLE 11 – LEGISLATION AND LEGAL RULES

These General sales conditions are created within the legal provisions and rules valid on the date of Order issue. If they are changed, the Parties will meet to adapt provisions in good faith to new situation.

ARTICLE 12 – EXEPTION CLAUSE

All circumstances, which don't depend on the will of company STEEL BUSINESS SERVICES, S.R.O. and which will appear after conclusion of Contract and prevent realisation in standard conditions are considered to be the reason for exemption. Under circumstances, which don't depend on the will of company STEEL BUSINESS SERVICES, S.R.O. according to this clause, we understand such circumstances, which don't result from the mistake on company's side and in particular all cases of force majeure.

ARTICLE 13 – CONFIDENTIALITY

- 13.1 Technical information and documentation, which will be given to the Customer, before or after Contract conclusion, remain in the ownership of the company STEEL BUSINESS SERVICES, S.R.O., which is the sole owner of intellectual property of these items.
- 13.2 Without the previous and written consent of the company STEEL BUSINESS SERVICES, S.R.O. they cannot be used by the Customer for other aims as the fulfilment of the Contract or copied, reproduced, transferred or given to third parties.
- 13.3 After the first request of the company STEEL BUSINESS SERVICES, S.R.O. they must be given back.

ARTICLE 14 – DISPUTES

THESE GENERAL SALES CONDITIONS ARE REGULATED BY AND FOLLOW THE SLOVAK LAW.

Arbitration Clause

Pursuant to section 3 of the Act No. 244/2002 Coll. on arbitration proceedings (hereinafter referred to as the "AoAP") the parties agree that all the disputes arisen between the parties from this contract or in connection with this contract (including the disputes about the contract validity and interpretation) shall be decided by the Commercial Court, permanent court of arbitration established by the company Obchodný súd s.r.o., Nám. SNP 15, Banská Bystrica, company ID number: 36 858 102 (hereinafter referred to as the "CC") in accordance with the Slovak law and order. The parties authorise the CC to decide about commercial – legal issues under the principles of justice. By signing the contract the parties agree that they have familiarized themselves with the CC negotiation rules and the statute and agree with them and declare that they will obey the CC negotiation rules and the statute published at the beginning of a proceeding on www.obchodnysud.sk. The parties exclude the possibility of filing an action in accordance with section 40, par. 1, letter h) of the AoAP (reasons to restore the proceeding) and they agree that the proceeding before the CC shall be in writing and that the arbitrator (senate) shall be appointed by the CC and the parties declare that they will obey the CC's decision without any reservations.