

General Business Conditions of the Company Convoi s.r.o. (Ltd.)

I. General

With first reference to these General Business Conditions of the Company Convoi s.r.o. (Ltd.) (hereinafter referred to as „GBC“ and „Convoi“) a frame contract is concluded valid also for future businesses of the same character. These GBC are valid also for such future businesses between the contracting parties. They are valid even if in case of later businesses we do not explicitly refer to them, and mainly also when, despite of being aware of opposite business conditions of the customer or of their business conditions, which are in conflict with these GBC, we accomplish a delivery or supply work for the customers.

Our deliveries and works are implemented exclusively according to these GBC only.

Our works are exclusively governed by the provisions of the Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter referred to as “Commercial Code”) on contract for work (section 536 to 565), unless otherwise not stipulated in the GBC or in differing agreements or arrangements.

Differing business, purchasing or procurement conditions of the customers that we do not explicitly refer to by the conclusion of the contract, are not binding for us, even if we do not explicitly exclude them.

II. Proposals and contract conclusion, subject of fulfilment

1. Our proposals for the customers are not binding for us. Accessory agreements, amendments, as well as data on fulfilment must be approved by us in writing. Exclusively our directors, proxies and heads of organisational units are authorised to conclude such arrangements. Other employees of the company Convoi, mainly mechanics, are not entitled to act in these matters on behalf of the company.
2. We reserve rights of property and copyrights for bids, projections and other documents; they may be accessed to third person only upon our preceding approval in writing and upon our request they must be returned to us free of charge.
3. All the proposals are based on the assumption of continuous uninterrupted course of supply and work, if otherwise not agreed.
4. The works that we must accomplish are definitely determined by the description of works and insertion points (interfaces) in our proposals.
All the works above the frame of works description and insertion points (interfaces) in the proposal must be specifically agreed.
If the agreed place of fulfilment is beyond the territory of the Slovak Republic, the measures for work and environment protection concerning the performed works are governed by the concluded agreements; however in case of doubts by the valid legal regulations of the Slovak Republic. The customer is obliged to inform us on legal and other regulations at the place of fulfilment beyond the Slovak Republic that we must observe by the accomplishment of supply or works.

III. Prices, payment conditions, late payment

1. The prices are valid as agreed at the conclusion of the relevant contract, mainly those, which were determined in the order confirmation.

All the prices are considered as net prices that the relevant value added tax stipulated by law will be added to. All the public dues (taxes, fees, duties, etc.) that arise beyond the Slovak Republic as a result of contract conclusion or implementation, or in connection with it, shall be paid by the customers. If according to the relevant legal provisions Convoi should bear these dues, Convoi has a claim toward the customer for the reimbursement of the relevant sums paid due to these legal provisions.

2. We reserve the right for reasonable price amendment if after concluding the contract a change of costs occurs, mainly on the basis of tariff agreements, if our suppliers increase their prices or there are exchange rate changes. Upon demand we also provide the customer with evidence on the reasons for price changes.
3. By the change of the fulfilment scope according to clause II.4 the additionally agreed fulfilments are invoiced additionally.
If, in conflict with clause II.3 (accomplishment of works without any delay), the performed works are interrupted or delayed, and Convoi is not responsible for it, the additionally occurred costs, additional arrivals and departures, as well as waiting will be invoiced to the customer additionally on the basis of the clearing charges enclosed to the proposal.
4. If the maturity date is not determined in the invoice, our receivables are due without deduction within 14 days from the date of invoice issuance. From the day of exceeding the maturity date interests on late payment are charged in the amount determined in section 512 of the Commercial Code; the application of possible additional claims is not effected thereby.
5. We are entitled to allow for the payment received first for the oldest receivables, then the costs and interests of the main receivable and finally for the main receivable. The customer is entitled for making allowance or right of lien only in case if his counter-claims have been lawfully determined, have not been disconfirmed and have been recognised by us. Furthermore the customer has the right of lien only if the applied counter-claim is established on the same contractual relationship as our claim.
6. If the customer does not settle the due liabilities, exceeds the maturity date, if after the conclusion of the contract the financial conditions of the customer worsen, or after the conclusion of the contract Convoi learns other unfavourable information about the customer that cast doubt upon his solvency and credibility, the Convoi, regardless of the preceding agreements, is entitled to demand immediately an advance payment, collateral for its claim or after the realisation of the delivery the payment of all of its claims established on one legal relation; the whole outstanding debt of the customer in such a case is deemed to be due in the moment of announcing this request. This is valid mainly in the case when the customer stops the payments, the cheques drawn by the customer are not paid, the customer does not repay his promissory note, or a bankruptcy proceeding started concerning the property of the customer, or the motion for bankruptcy proceeding was declined for the lack of property.

IV. Deliveries, time of delivery and delivery delay

1. The agreed deadlines of fulfilment are valid only approximately, unless a fixed obligation was agreed in writing.
The observance of our duty to fulfil requires prompt and due fulfilment of the contractual obligations of the customer. In case that an advance payment was agreed, or it is necessary for the execution of the fulfilment by the company Convoi that the customer

ensures any documents, approvals or disposals/disconnections, the fulfilment period commences only when all the above preconditions have been fulfilled. The objection that the customer did not fulfil the contract shall be maintained for the company Convoi. In case of vis major or in other unpredicted extraordinary situations, in case of circumstances not caused by us, as for example by the failure of operation due to fire, water or in case of similar circumstances, production facilities or machine outage, excess of the delivery deadline or delivery cut-offs of our suppliers, or in case of operation interruption due to the lack of raw materials, energy or workforce, strike, lockout, problems with the procurement of goods transfer, in case of transport failure, Due to intervention by authorities, if without being responsible for these circumstances we are prevented from prompt fulfilment of our obligation, we are entitled to prolong the period for fulfilment by the period of duration of these restrictions, including a reasonable period of following lead-in. If in such cases a delay of delivery or fulfilment occurs by more than one month, we and also the customer are entitled to back out of the contract without any claims for damage compensation.

We are in delay with fulfilment only after the expiration of the additionally determined period for fulfilment stated by the customer.

2. If the agreed deadlines for fulfilment will exceeded due to circumstances caused by us, after the vain expiration of the additional period for fulfilment determined by us, the customer is entitled to abandon the contract upon a declaration in writing.
3. In case of delay we are obliged to compensate for the damage limited by the provisions of clause VIII.

V. Performance of works

1. Convoi performs installation and dismantling works principally alone through its own supervisory staff, mechanical and other installation apparatus and ordinary devices.
2. Convoi is entitled to authorise a sub-supplier to perform the supplies and works.
3. Convoi is entitled to assign specialised companies with the provision of lifting devices and with the lifting of machines and devices.
4. The work at building sites is performed in company work clothes. These clothes bear the logo of the company Convoi.
5. The Convoi company is obliged to observe by the performance of works the legal regulations concerning safety and health protection at work according to the Slovak system of law. Apart from that before placing the order the contractor is obliged to announce specific safety requirements, mainly regarding the regulations on safety and health protection at work upon another system of law.
6. Before the beginning of the works the Contractor is obliged to provide the company with all the information necessary for due and prompt execution of the deliveries and works.
7. The Contractor ensures free and undisturbed entrance to the installation platform, and ensures that the installation platforms are in a condition suitable for installation.

VI. Assurance of reserving right of property

1. The delivered goods remain in the property of the Convoi company until the full payment of the purchasing price.

2. In case of execution or other interventions of third persons, the customer is obliged to inform us in writing immediately, in order to make a charge for the protection of our rights according to the relevant legal regulations.
3. Procession or readjustment of the goods delivered by us under reservation of right of property is performed by the customer for us without any commitments arising for us from it. If the goods delivered by us under reservation of right of property shall be processed or inseparably mixed or connected with other things that do not belong to us, the relevant provisions of the Act No. 40/1964 Coll., Civil Code as amended shall be applied. For the determination of goods value that we delivered, for the purpose of the stated provisions, between the Convoi company and the customer the final sum stated in the invoice including the value added tax is crucial.
4. If they are processed, mixed or joined in a way that the thing belonging to the customer is considered to be the main part, it is agreed that the customer shall transfer proportional proprietary right on us; however if due to any reason we do not acquire co-ownership for the given property, the customer is obliged to transfer on us the co-ownership share within one month from the respective procession, mixing or joining.
5. In case of contract breach from the side of the customer, mainly in case of delay in payment of more than 10% of the invoiced sum for a reasonably long time, we are entitled to abandon the contract and ask for repossession of the goods delivered by us. After the repossession of the goods we are entitled to use them again.

VII. Rights of the customer resulting from defects

1. If changeable goods were delivered, the following provisions shall be applied:
 - a) The customer is obliged to notify us in writing on evident material defects, incorrect delivery and defective deviations within 7 working the latest after the reception of the goods. He is obliged to notify us in writing on hidden defects within 7 working days after finding out about them. The defective goods must be presented to us upon demand in order to retest them.
 - b) In case of defects in the goods delivered by us at our discretion we are obliged to remove the defect or deliver non-defective goods (additional fulfilment). If we are not prepared or capable of additional fulfilment, mainly if we are in delay with its performance over a reasonable period due to reasons that we are responsible for, or if the additional fulfilment is in any other way ineffective and vain, the customer is entitled at his discretion to abandon the contract or claim a discount from the price. The removal of defect is deemed to be vain after the third trial, if otherwise not stipulated according to the character of the goods or other circumstances. If due to the goods defect the customer suffered a loss or wasted costs, our responsible is governed by clause VIII.
2. If installation, dismantling and allocation of machines and facilities, as well as production and delivery of unchangeable goods are concerned, the following provisions shall be applied:
 - a) In case the fulfilment performed by us is defective, the customer is first exclusively entitled for additional fulfilment, which at our discretion we can perform by repeated fulfilment performance or defect removal.
 - b) If we are not prepared for additional fulfilment, or

if we cannot reasonably expect the customer to accept it, mainly due to our delay that we are responsible for, or due to the inefficiency of the additional fulfilment, the customer at his discretion is entitled to abandon the contract pursuant to the relevant legal provisions, demand price reduction of the work, or remove the defect by himself at his own expenses, as well as to claim damage compensation instead of the fulfilment. The removal of defect is deemed to be vain after the third trial, if otherwise not stipulated according to the character of the goods or other circumstances. If the performed fulfillments are building works, according to the above stated provisions the customer is not entitled to abandon the contract. The right to abandon the contract due to any reasons is not affected thereby.

- c) In case of evident defects, the rights of the customer lapses if they are not complained in writing within 14 days after the completion of the work and after announcing this fact to the customer.
3. The right of the customer for complaining about the defects according to clauses VII.1 and VII.2 lapses, if it did not lapse before by the expiration of
 - a) five years after the reception of the goods that were in accordance with their ordinary purpose used in the building, or after the performance of works regarded as building works,
 - b) two years after the reception of the goods or performance of works in all other cases.

VIII. Liability for damage

1. If we are responsible for the breach of a substantial contractual obligation, while it is not a gross negligence or intention, our compensation obligation is restricted for predictable, usually occurring damage. In this case we are not responsible mainly for the lost profit of the customer and for the predictable indirect consequent damage. These damage liability restrictions are also valid in case of damage that occurred due to gross negligence or intention of our employees and persons verified by us, unless they are our directors or managers.
2. Convoi is liable for damage exclusively within the frames of the concluded insurance policies. In case of damage by the deliveries and works during the installation and dismantling works, if we caused them and unless caused by gross negligence or intentionally, we are liable for it within the frames of the installation and dismantling insurance policies up to the amount of EUR 2,000,000.- for each claim for new and used machines/facilities.
Insurance contracts for higher amounts insured are concluded upon the demand of the customer. The additional premium is to be paid by the customer.
3. The restriction of damage liability determined in clause VIII.1 are not valid, if we are obligatorily liable pursuant to the Act No. 249/1999 Coll. on damage liability caused by a defective product as amended or liability claims for life or health damage are applied against us.
4. Convoi is liable for personal and material damage (except for the damage compensated according to clause VIII.2), if caused by the company and unless they caused intentionally or by gross negligence, in the scope of the concluded liability insurance for operating damage. The sum of insurance coverage for personal and material damage for one claim is EUR 2,000,000.

If the fulfilment delivered by us does not have the guaranteed feature, we are only liable for damage

which non-existence was the subject of guarantee.

5. A scope of liability broader than determined in clauses VIII.1 - 4 is - regardless of the nature of the applied claim - is excluded.
6. If our damage liability is excluded or restricted according to clauses VIII.1 - 4, this restriction also refers to the personal damage liability of our employees, co-operators, representatives and temporary work force.
7. If due to deliveries or performances realised at the customer Convoi shall be liable for damage toward a third person, and the sum of damage compensation that should be compensated due to this liability exceeds the sum that Convoi should compensate for upon the application of the rules stated in clauses VIII.1 - VIII.5, the customer obliges to reimburse the excess sum immediately to the company Convoi.

IX. Claim prescription

1. The prescription of any claims of the customer toward the Convoi company, as well as of the Convoi company toward the customer is governed by the provisions of section 384 - 408 Commercial Code.

X. Place of fulfilment, competence of courts, applicable law

1. The place of fulfilment for all the claims between us and the entrepreneurs, legal persons of public law is the seat of our company, if otherwise not in conflict with cogent legal regulations.
2. If no exclusive competence of courts of another country is determined, the disputes arising from the legal relations between the Convoi company and the customer shall be dealt with and decided by the competent courts of the Slovak Republic.

XI. Final provisions

1. If any of the previous provisions shall become inefficient, or if they are concluded upon agreement, the efficiency of the other provisions shall not be affected.
2. Hereby the customer agrees with retaining the date of our customers within our mutual business relations according to Act No. 428/2002 Coll. on personal data protection as amended for the purpose of internal administration, advertising, as well as fulfilment of the legal obligations of the Convoi company. The consent concerns the following data: name, surname, seat/permanent address, telephone number (including mobile number) of the customer, as well as his employees, who are responsible for the transactions with the Convoi company, or who participate in them. This consent also includes cross border data transfer within the Convoi group for statistic purposes, as well as for business purposes.

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