



GENERAL TERMS AND CONDITIONS OF SALE of Binder Slovakia s.r.o.

§ 1

Preface – Scope of Application

(1) Our terms and conditions of sale shall exclusively apply; any conflicting or other provisions of the Customer, which are deviating from our terms and conditions of sale shall not be accepted from our side, unless we have explicitly accepted them in writing to be applicable. With the submission of an order and our acceptance thereof, respectively, we and the Customer fully accept these Terms unless a specific individual agreement has been signed by either party.

(2) All the agreements which have been concluded between us and the Customer for the purpose of fulfillment of such contract are provided in this contract in writing.

§ 2

Offer – Bidding documents

(1) All quotes or offers are made without obligations. Catalogue information and photographs or other reproductions or printed specifications are nonbinding. We explicitly reserve the right to apply constructive amendments. Oral and phone agreements are only made valid upon written confirmation.

(2) We hereby reserve our right of ownership and copyright regarding any copies, drawings, calculations and other documents. This shall also apply to those written documents designated as being “confidential”. The handing over of such documents requires our explicit written consent.

§ 3

Prices – Payment terms

(1) Unless otherwise provided by the confirmation of order, our prices shall apply “ex works”, excluding packaging; packaging shall be separately invoiced.

(2) The statutory value added tax shall not be included in our prices; it shall be separately accounted for in the statutory amount on the date on which the invoice has been issued.

(3) The deduction of any discount shall require a particular written agreement.

(4) Unless otherwise provided in the confirmation of order, the net purchase price (without any deductions) shall become due for payment within a period of 30 days from the date of invoice. The statutory regulations shall apply to any consequences of default of payment.

(5) The Customer shall only be entitled to assert any right to set off, if the Customer’s counterclaims have been established in a legally binding way and are uncontested or approved from our side. Moreover, the Customer shall only be entitled to assert any right of retention to such an extent that the Customer’s counterclaim is based on the same contractual relationship.

§ 4
Passing of risk

- (1) Unless otherwise provided in the confirmation of order, the delivery "ex works" shall be agreed upon.
- (2) Upon the Customer's request, the delivery shall be covered by a transport insurance contracted by us; any corresponding costs of such transport insurance shall be borne by the Customer.

§ 5
Time of delivery

- (1) The beginning of the time of delivery shall be specified by us, after all technical issues will have been clarified before.
- (2) The fulfillment of the obligation for delivery requires that the Customer will have fulfilled his obligations in due time and form. The right to submit a plea of nonfulfillment of contract shall remain reserved.
- (3) In the event that the Customer is in default of acceptance or fails to fulfill any other obligations to cooperate in a culpable way, we shall be entitled to claim compensation for any damage resulting therefrom, including any possible additional expenditures. Any further claims or rights shall remain unaffected therefrom.
- (4) In the event that the prerequisites defined under subparagraph (3) have been fulfilled, the risk of accidental perishing or of accidental deterioration of the delivered item shall be vested in the Customer from the time the Customer has been in default of acceptance or debtor's delay.
- (5) Moreover, we shall be liable for defects in accordance with the statutory regulations, provided that the default in delivery results from any intentional or grossly negligent violation of contract for which we are hold responsible; any default or our representatives or vicarious agent shall be attributed to us. In case that the default in delivery is based on any grossly negligent violation of contract for which we are hold responsible, our liability for damages shall not exceed the twofold purchase price amount regarding any financial losses.
- (6) We shall also be liable for defects in accordance with the statutory regulations, if the default in delivery is based on any culpable and essential breach of contract; however, in such case our liability for damages shall not exceed the twofold purchase price amount regarding any financial losses.

§ 6
Liability for defects

- (1) The Customer shall only be entitled to assert any claims for defects, if he has duly fulfilled his legally owed duty to inspect and complain.
- (2) In the event that such claims for defects are justified, we shall be entitled to exercise a preferential right of subsequent performance, either by way of remedy of defects by way of repair works or by supply of new goods free from defects. In the event of any remedy of defects or of supply of new goods free from defects we shall be obligated to bear any necessary expenditures incurred for the purpose of subsequent fulfillment of contract, in particular any costs of transport, shipping and handling, labor and material, provided that such expenditures do not increase by delivering such sales good to another place than the place of performance.
- (3) In the event that such subsequent performance will repeatedly fail, the Customer shall have the option to demand either rescission of contract or reduction of price.
- (4) We shall be liable for defects in accordance with the statutory regulations, if the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. In the event that we are not blamed for being responsible for any intentional breach of contract, the liability for defects shall not exceed the twofold purchase price regarding any financial losses.
- (5) The liability for defects due to any culpable violation of life and limb or impairment of health shall not be affected therefrom; this shall also apply to the compulsory liability under the Product Liability Act.
- (6) Unless otherwise provided in the foregoing terms, any liability shall be excluded.
- (7) The statutory period of limitation for claims for defects shall be 12 months upon passing of risk.

§ 7
Joint liability

(1) Any further liability for defects going beyond the scope defined under § 6 – regardless the legal nature of the asserted claim – shall be excluded. This especially applies to any claims for damages resulting from default at the time when the contract is concluded, for any other violation of duties or for tortious claims for compensation for damage to property as well as generally for consequential and other indirect damages.

(2) The limitation defined under subparagraph (1) shall also apply, if the Customer claims compensation of useless expenditures instead of compensation for the loss.

§ 8
Reservation of title

(1) We reserve our right and title of ownership to the delivered goods until receipt of all payments based on the contract for delivery. The Customer is entitled, however, to resell the goods delivered in the course of the ordinary business. All proceeds from such sales are herewith assigned and transferred to us though.

In case a registration is necessary for the valid creation of a reservation of title or for the assignment of the proceeds of a sale (e.g. the registration in a register for reservations of title or a single assignment), the Customer herewith explicitly agrees to provide all necessary signatures and documents for the execution of such deeds.

(2) The customer shall be obligated to handle the delivered goods with care; in particular, the customer shall be obligated to insure the replacement value of such delivered goods against damage resulting from fire, water and theft. In the event that any maintenance and inspection work is required, the customer shall carry it out in due time at his own costs.

(3) The processing or redesign of the delivered goods by the customer shall always be affected on our behalf. In the event that the delivered goods will be finished or intermingled with any other items which are not in our possession, we shall get a coownership right in the newly created or mixed items at a ratio of the value of the delivered goods (final invoice amount including value added tax) to the other processed items at the time of processing. As for the rest, the same shall apply to the item being created by such processing or mixing which is applied to the sales goods delivered with reservation.

§ 9
Applicable law, place of jurisdiction, Performance

(1) The Slovak law provided by the Civil laws books and Commercial Code shall exclusively apply to the legal relations between the parties; the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

(2) Bratislava, Slovak Republic, shall be the exclusive place of venue.

(3) Unless otherwise provided by the confirmation of order, our place of business shall be the place of performance.

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