General Business Terms and Conditions for Sales

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thyssenkrupp rothe erde Slovakia, a.s., Robotnícka, 017 01 Považská Bystrica, Slovakia, Company VAT-ID: SK2020440191

I Definition of Terms and Relationships

1.1 The General Business Terms and Conditions apply to any business and other relationships arising from sale of products or goods and services of thyssenkrupp rothe erde Slovakia, a. s., Robotnícka, 017 01 Považská Bystrica, Slovakia. Company ID: 31626599, registered in the Commercial Register of the District Court in Trenčín, section: Sa, File number: 275/R (hereinafter referred to only as the "Company").
1.2 The General Business Terms and Conditions contain a detailed specification of the process of sale of Company's products or goods and services, as specified in more detail in particular framework purchase agreements, or in particular business cases of the Company related to sales. Where the General Business Terms and Conditions differ from terms and conditions specified in a framework purchase agreement or in a partial purchase agreement, the partial purchase agreement consisting of individual documents forming a particular business case, or a framework purchase agreement, if any, prevails. Where there are several business cases made with one potential buyer without any framework purchase agreement, each business case is considered to form a specific partial purchase agreement governed by its inherent terms and conditions agreed in relevant documents (bid, order, order confirmation…).
1.3 The General Business Terms and Conditions are binding both for the Company and potential buyers, who can acquaint themselves with these Terms and Conditions on the Company's website or upon conclusion of individual business cases, where these Terms and Conditions will be available for review. The potential buyer accepts the binding nature of these General Business Terms and Conditions for their business relationship with the Company also by a factual purchase of the goods or related services from the Company. The General Business Terms and Conditions apply, unless the Company and the potential buyer agree on a different regulation of their mutual relationships and terms and conditions of their cooperation in a written legal deed.
1.4 Definitions of Terms:
The Seller is the company named thyssenkrupp rothe erde Slovakia, a. s., Robotnícka, 017 01 Považská Bystrica, Company ID: 31626599, which sells its products and goods or provides related services to the Buyer in terms of its business.
The Buyer means any entity entering into business and other relationships with the Seller by purchasing products or goods or related services of the Seller.
The Contracting parties refer to the Seller and the Buyer who mutually perform a business case and enter into a purchase agreement, either formally or informally.
A purchase price is an amount agreed between the Seller and the Buyer, or an amount determined in the pricelist of goods and related services, and indicated in relevant documents pertaining to individual business cases (Seller's bid, Buyer's order, invoice etc.).
Buyer's request is a written document addressed to the Seller, in which the Buyer shows their interest in purchasing the goods or related services from the Seller.
Seller's bid is a written document addressed to the Buyer, in which the Seller declares his interest in entering into a business relationship as specified by the Buyer's request, specifying draft conditions of performing the business case concerned.
Order is a written document addressed to the Seller, in which the Buyer orders, in a binding manner, delivery of the goods or related services from the Seller.
Drawing proposal is a written document made by the Seller submitted to the Buyer, which includes *inter alia* technical specification of the goods or related services, which will be the subject matter of purchase and sale.
Order confirmation is a written document made by the Seller in which the Seller makes a binding expression of its will to enter into a purchase agreement and to sell and purchase the goods or related services as agreed.
Delivery note is a written document that proves, in a binding manner, handover and receipt of the goods or related services, being the subject matter of purchase and sale.
Invoice is a written document containing the minimum requirements prescribed by relevant generally binding regulations; it is a binding document showing the amount of the purchase price, as agreed or determined, and its maturity date.
Warranty period is an agreed or determined period during which the Buyer is entitled to claim defects in purchased goods or related services.
Complaint is a written document addressed to the Seller, in which the Buyer informs the Seller about defects in the purchased goods or related services.
Delivery of a written document regarding individual business cases is a binding confirmation of acquaintance with the content of the document and legal effects of commenced duration of potential periods.
Framework purchase agreement is a written document containing specific terms and conditions of performing purchase and sale of the goods or related services between the Seller and the Buyer. A framework purchase agreement is considered concluded and valid and effective on the day it is signed by authorised representatives of the Seller and the Buyer, unless agreed otherwise.
Partial purchase agreement is a set of documents (including but not limited to Buyer's request, Seller's bid, Buyer's order, order confirmation, delivery note, invoice), representing performance of purchase and sale of specific goods or related services, or a set of goods or related services, between the Seller and the Buyer. A partial purchase agreement is considered concluded at the moment of delivery of a written Buyer's order confirmation issued by the Seller to the Buyer, unless agreed otherwise.
A business case is a factual performance of purchase and sale of specific goods or related services, or a set of goods or related services through a set of relevant documents (including but not limited to Buyer's request, Seller's bid, Buyer's order, order confirmation, delivery note, invoice).

II Business Case

1.1 Buyer's Request - The Buyer is required to express their interest in buying goods or related services from the Seller in the form of a written request. The Buyer's written request must be delivered to the Seller in writing either electronically, by mail, by fax or in any other manner not raising doubts as regards identification of the potential Buyer and their interest in entering into a framework purchase agreement or a partial purchase agreement. The Buyer's written request must contain *inter alia* specification of the goods or related services the Buyer is interested in. The Seller reserves the right to ask the Buyer to specify their written request in more detail, or to rectify possible doubts as regards content of the request. If the Buyer is interested in buying goods not subject to a relevant standard (ISO, etc.), the Buyer is required to present technical documentation to the Seller upon Seller's request, and the content of such documentation shall be sufficient to make a qualified assessment of the Buyer's request.
1.2 Seller's Bid - Based on the content of the Buyer's written request, the Seller shall prepare a written bid that shall include the following, but not limited to: specification of the goods, purchase price offered, delivery that can be specified also as INCOTERMS 2020 delivery terms. The Seller's written bid can be sent to the Buyer either electronically, by mail, by fax or by another manner. Unless specified otherwise in the framework purchase agreement or any document representing the partial purchase agreement, the Buyer is required to notify the Seller about their opinion to the Seller's bid within 15 days from the date of receipt of the bid.
1.3 Order - The Buyer shall express their interest in buying goods or related services in the form of a written order, which must include all the data shown in the Seller's bid. The Buyer's order shall include the following, but not limited to, specification of the ordered goods, purchase price, deadline, method and type of transport and delivery of the goods. Unless specified otherwise in the framework purchase agreement or any document representing the partial purchase agreement, delivery terms can be specified also as INCOTERMS 2020 delivery terms. The Buyer's order must be made in writing and signed by a contractualised person, and it can be sent either electronically, by mail, by fax or by another manner.
1.4 Drawing Proposal - Depending on the need and nature of the ordered goods, the Seller shall prepare a drawing proposal containing technical specification sufficient for qualified assessment by the Buyer. The drawing proposal must be made in writing and it can be delivered to the Buyer either electronically, by mail, or by fax. The Buyer shall be required to express in writing their consent or disagreement and potential comments to the drawing proposal no later than 10 days from its receipt. The Buyer's opinion that can be delivered to the Seller either electronically, by mail, or by fax or in any other manner, shall be binding for the Buyer, and it is a legally relevant document in its final version as a consent to the drawing proposal should there be potential claims on defects in the goods or related services.
1.5 Order Confirmation - The Seller shall confirm the Buyer's order in writing either directly on the order sheet or on a special document. The order confirmation must be signed by an authorised person and it can be delivered to the Buyer either electronically, by mail, or by fax or by another manner. The order confirmation is a legally relevant deed for establishment of a partial purchase agreement either as an individual business case within a framework purchase agreement or as an independent business case. If the Buyer sends no written objections to confirmation of the order within 14 days from the delivery date of the order, the order confirmation is considered to be binding both for the Seller and the Buyer. If the drawing proposal is not approved by the Buyer in time the order is confirmed, the delivery lead time begins from the date the drawing proposal is finally approved. If the Seller confirms the order with specified delivery date, this delivery date is accordingly postponed by a day difference period between the date of confirmation of the order and approval of the drawing proposal by the Buyer.
1.6 Delivery note - The Buyer or a third person acting as a forwarder shall confirm receipt of the goods or related services on a delivery note that must be made in writing. Where INCOTERMS 2020 delivery terms are applied, the delivery note shall include a reference to the relevant term. The delivery note and information in it are a legally relevant deed for transfer of ownership to the subject matter of the business case from the Seller to the Buyer. More detailed terms of delivery and receipt of the goods are given in other provisions of these General Business Terms and Conditions of Sale.
1.7 Invoice - Following receipt of the goods by the Buyer or a third person acting as a forwarder, the Seller shall issue an invoice that must contain all the information prescribed by generally binding legal regulations of the Slovak Republic. The invoice must be made in writing, it must specify an agreed maturity date, and it can be sent to the Buyer either electronically, by mail, or by fax or by another manner. If the invoice specifies an amount of a default interest or a contractual penalty resulting from a failure to pay the invoice within the due date, such default interest or contractual penalty are deemed to be agreed upon the moment of a confirmed receipt of the invoice. More detailed payment terms regarding the purchase price specified as the invoiced price are given in other provisions of these General Business Terms and Conditions of Sale.

III Delivery and Receipt Terms

1.1 Delivery and receipt terms are given in the framework purchase agreement or in specific documents forming a partial purchase agreement, whereas the terms agreed in this manner are binding for the Seller and the Buyer. Unless specified otherwise in these documents, the delivery and receipt terms are as follows:

- In terms of performance of a business case, the Seller shall be entitled to provide and the Buyer shall be required to accept also partial performance of the subject matter of the business case and the purchase agreement, if it is reasonable to expect that the Buyer shall accept such partial performances. If the Seller is responsible for such partial performance of the business case, the Seller shall bear all any additional costs associated with such partial performance provided that the purchase price agreed shall not be affected by such costs.
- The agreed date of delivery and receipt of the goods commences on the day of delivery of a confirmed order to the Buyer, however, never before the Seller and the Buyer agree on and clarify any technical details and specification of the business case concerned, including its legal and economic aspects and certifications and permits required. If the delivery term commences before the agreement mentioned in the sentence above is reached, the delivery term shall be reasonably extended, except if such agreement is delayed at the Seller's fault.
- Unless specified otherwise in the framework purchase agreement or in partial purchase agreements, the goods are considered delivered in time – i.e. within the delivery period – if the goods left Seller's production premises during such delivery term, or if the Buyer is provably informed that the goods are ready for shipment before the expiry of such delivery term.
- The Seller has a duty to inform the Buyer in time if performance of the business case is delayed, specifying reasons for such delay. Excusable reasons for a delay with no effect on performance of the business case and with no penalty effects for the Seller include force majeure events (floods, fire, war, labour conflicts, civil disorders, strikes, administrative measures resulting in limited business activity or suspended work in manufacturing or commercial sites of the Seller, or any other force majeure events uncontrollable by the Seller), delays caused by the Buyer (failure to provide required documentation, permits or any other documents duly and in time, changes in agreed criteria and parameters of the subject matter of the business case during its performance) and other facts uncontrollable by the Seller. If such event occurs, the delivery term shall be reasonably extended for an inevitable period of time.
- If delivery of the goods or related services to the Buyer is delayed for reasons at Buyer's fault, the Buyer shall bear full costs arising from such delay depending on the type of the goods and in relation to duration of such delay. Of facts mentioned in the sentence above occur and are proven, the Seller shall be entitled to a one-off contractual penalty the Seller provably incurred as a result of such action or omission. Unless agreed otherwise, the Seller shall be entitled to a contractual penalty of 0.5 % of the purchase price (exclusively the price of the delayed performance) per every week of delay, however, up to 5 % of such price in maximum.
- The Seller shall be entitled to deposit the subject matter of the purchase agreement to Buyer's account at a place chosen at Seller's discretion, if the Buyer fails to receive it within the agreed delivery term. If the goods, being the subject matter of the purchase agreement, are deposited at Seller's premises, the Seller shall be entitled to a storage fee at a usual rate, which starts to be charged from the day following the date of notice on readiness of the subject matter of the purchase agreement for receipt and/or shipment. If the Buyer clearly and provably refuses delivery and/or receipt of the goods, or if the Buyer does not respond to Seller's request to deliver or receive the goods within an additional 2-week period, the Seller shall become entitled to damages, if the loss representing costs incurred by the Seller (including the storage fee) equals at least to 15 % of the purchase price. The Buyer has a right to prove that the actual loss was below 15 % of the purchase price or that no loss was inflicted. Notwithstanding the damages claimed in such procedure, the Seller shall be entitled to claim performance from the Buyer, i.e. the agreed purchase price or termination of the purchase agreement.
- Unless the contracting parties agree otherwise in the framework purchase agreement or in partial purchase agreement, liability for any loss in the goods is transferred to the Buyer in line with the EXW (INCOTERMS 2020) term also in case of partial performances or when the Seller assumes another liability, including liability for shipment and handling. If delivery of the goods is delayed for reasons on Buyer's part, the liability for any loss in the goods is transferred to the Buyer on the date of delivery of a notice that the shipment is ready for delivery.
- Unless agreed otherwise by the contracting parties in the framework purchase agreement or in partial purchase agreement, the goods remain to be the property of the Seller until all the Seller's claims are satisfied, including, but not limited to a full payment of the purchase price, arising from the business case concerned. This provision applies also for any future claims and conditioned claims that might arise from inverted bills of exchange.
- In case of processing of the goods by the Seller by delivery of the material to be processed by the Buyer, the transfer of ownership shall be governed by relevant provisions of generally binding legal regulations of the Slovak Republic, or by provisions of a potential framework purchase agreement or a partial purchase agreement, if any, in case of facultative provisions of the regulations. Unless agreed otherwise by the contracting parties in the framework purchase agreement or in partial purchase agreement, the Seller shall be required to pack the goods in line with common commercial habits and procedures for the given type of goods. Costs of a special uncommon packaging material and protective and shipment devices shall be borne by the Buyer, but provided by the Seller. If damage to the goods is identified during transport, the Seller and the Buyer shall inform each other about such facts and they shall take relevant measures to prevent possible losses, as far as possible.
- The Buyer shall bear full costs related to removal of waste generated in relation to performance of the business case.

IV Liability for Defects

1.1 If the Seller violates provisions agreed in the framework purchase agreement, partial purchase agreement or in these General Business Terms and Conditions related to delivery of the goods, its properties, quantity or quality, the goods shall be defective. Defects in the goods refer also to a delivery of different goods than agreed, as well as defects in documents intended for usage of the goods. The Seller shall not be liable for defects in the goods, including quality defects, if the supply of the goods is based on drawings, specifications, samples, instructions etc. provided by the Buyer, or on documents and instructions duly agreed by the Buyer based on Seller's specification.
1.2 If items and/or material delivered by the Buyer to the Seller was used to manufacture the goods in accordance with agreed terms of the business case concerned, the Seller shall not be liable for defects in the goods caused by usage of such items, if the Seller would have not been able to recognize unfitness of such items and/or materials for manufacture of the goods in spite of due diligence by the Seller, or if the Seller notified the Buyer about such unfitness but the Buyer insisted on such use.
1.3 The Seller shall not be liable for defects in the goods that had to be known or are known to the Buyer at the time of entering a framework purchase agreement or a partial purchase agreement, taking into account the circumstances of entering into this Agreement, unless the defects concern properties the goods should display under the agreement.
1.4 The Seller shall be liable for a defect present in the goods at the time of transferring the risk of damage in the goods to the Buyer, even if the defect becomes apparent after this moment. Duties of the Seller arising from the warranted quality of the goods are not affected by this. The Seller shall be liable for any defect that occurs after this period, if the defect is caused by violation of Seller's duties.
1.5 If the Seller delivers the goods, with Buyer's consent, before the period determined for its delivery, the Seller can deliver any missing part or quantity of the delivered goods or deliver replacement goods for defective goods delivered or remedy defects in the delivered goods before the expiry of such period, provided that the application of this right shall not cause unreasonable difficulties or unreasonable expenses to the Buyer. Nevertheless, the Buyer shall still be entitled to claim compensation for losses.
1.6 The Buyer is required to inspect the goods as soon as possible after the transfer or the risk of damage in the goods, taking into account the nature of the goods. If the framework purchase agreement and/or a partial purchase agreement specified delivery of the goods by the Seller, such inspection can be suspended until the goods are delivered to their destination. However, if the goods are directed to another destination during transport, or if the Buyer resends the goods without any opportunity to inspect the goods relevant to the nature of the goods, and the Seller has known or must have known about the possibility of such changed destination or subsequent sending at the time of entering into the agreement, the inspection can be suspended until the goods are delivered to the new destination. If the Buyer fails to inspect or have inspected the goods at the time of transfer of the risk of damage to the goods, any claims arising from defects identifiable during such inspection can be lodged only if it can be proven that these defects were present in the goods at the time of transfer of the risk of damage to the goods. In the event of a defect identifiable by inspection, the Buyer shall be required to notify the Seller forthwith about it either electronically, by mail or by fax, within 7 days from the decisive moment. Occurrence of a defect in the goods identifiable by inspection shall not be a reason for a failure to discharge Buyer's duty to pay the purchase price.
1.7 Unless agreed otherwise by the Seller and the Buyer in the framework purchase agreement or in partial purchase agreement, any defects in the goods shall be resolved as follows:

- The Buyer shall allow the Seller to review the defect in the goods at a place and manner that would give rise to minimum costs. As agreed by the Seller and the Buyer, the Buyer shall provide the goods to the Seller for a reasonable time needed to examine the goods and to carry out a potential repair or replacement, or to resolve the defect in another manner. The reasonable time refers to a customary period of time sufficient for a qualified resolution of the defect in the goods in line with business practice. Violation of this duty by the Buyer or insufficient compliance with this duty can result in liability for occurred defects, claimed at a later time.
- If allowed by the nature of the goods, the Seller shall repair or replace, at its own discretion, free of charge any defective part in the goods or the entire goods. Replaced defective goods or its part shall become exclusive property of the Seller.
- The Buyer shall be entitled to rectify a defect identified in the goods on their own or by a third person and then to claim compensation for inevitable costs from the Seller only in case of an emergency and extraordinary situation the Buyer is required to inform in advance the Seller about. The emergency and extraordinary situation refers to a situation presenting a threat to operational safety of Buyer's business, accompanied with a risk of excessive loss.
- The Buyer shall be entitled to withdraw from a partial purchase agreement representing an individual business case or to terminate such agreement only in case of a substantial breach of the agreement by the Seller, only if the Seller will not be able to rectify a defect in the goods by replacement or repair within a reasonable period of time and will not be interested in a suggested discount in the purchase price. A substantial breach of the agreement refers to such breach of the agreement, where the breaching party, at the time of entering into the agreement, was aware that the other party would not be interested in discharging its duties upon such breach, or considering the purpose of the agreement, arising from its content or circumstances of entering into the agreement, it was reasonably to anticipate that. In case of doubt, it is assumed that a breach of the agreement is not substantial.
- In case of a non-substantial breach of the agreement arising from delivery of the goods with defects, the Buyer can claim delivery of the missing goods and rectification of other defects or discount in the purchase price. The Seller shall be entitled to repair or replace defective goods within a reasonable period of time; however, no unreasonable costs should be incurred by the Buyer doing so.

1.8 The Buyer is required to claim defects of the goods from the Seller within a period specified in the framework purchase agreement or in partial purchase agreement, whereas these periods may differ given the nature of the delivered goods. The Seller shall be entitled to set a term for claiming liability got defects using any criteria other than time.
1.9 The Seller shall not be liable for defects in the goods caused by improper or unsuitable use of the goods, its incorrect assembly or faulty commissioning by the Buyer or any third person. Also, the Seller shall be liable neither for defects in the goods arising from common tear and wear; incorrect, unprofessional or careless handling of the goods, or by unsuitable machines, devices or equipment the goods is used in as a part or accessory, nor for defects in the goods arising from chemical, electrical-chemical or electrical effects, except such effects were caused by the Seller. Entitlement to claim liability for defects in the goods becomes void, if there have been any alternations, modifications or works done in the goods or if any instructions, manuals, guidelines or established customary procedures of goods installation, maintenance and common repairs have been violated. The entitlement also becomes void if the Seller identifies that the goods complained about as defective have been disassembled or such interventions have been done to the goods that only the Seller is authorised to do during the relevant warranty period.

V Payment Terms

1.1 The purchase price is set in the framework purchase agreement or in any document forming a partial purchase agreement. The purchase price set in this way is binding for the entire business case except cases that can be agreed between the Seller and the Buyer in particular agreements.
1.2 Unless agreed otherwise by the Seller and the Buyer in the framework purchase agreement or in partial purchase agreement, they are bound by the following payment terms:

- The invoiced sum must be paid within the due date, which is 30 days advance the delivery of the good, unless agreed otherwise.
- The Buyer shall have no entitlement to withdraw payment of the invoiced sum for any reason, provided that the invoice is issued upon a reason.
- The Buyer shall not be entitled to set off their receivables against the invoiced sum by a unilateral set-off. An agreement on mutual set-off of receivables is not excluded, especially if one of the receivables to be set off is a receivable of any of the ThyssenKrupp AG companies.
- The Buyer shall be entitled to pay the invoiced sum by a cheque only if there is a previous mutual agreement with the Seller and only in the form or a conditional payment and a discountable cheque. Such cheque is deemed paid upon receipt of the full some without any other expenses on the day the funds become available for the Buyer.
- If the Buyer delays payment of the purchase price within its due date, i.e. if the invoiced sum us not paid within the due date of the invoice, the Seller shall be authorised and entitled to a default interest from the unpaid amount, commencing on the day following the last day of the maturity period of the invoice issued. Unless agreed otherwise in the framework purchase agreement or in partial purchase agreement, the amount of the default interest shall be set according to the current wording of § 369 of the Commercial Code applicable in the Slovak Republic. This does not cancel the Buyer's entitlement to terminate the individual agreement and the framework purchase agreement in general, since a failure to pay the invoiced purchase price within its due date is considered to be a substantial breach of the agreement.
- The Seller shall be entitled to assign his receivables from the Buyer to a third person, even without Buyer's consent, however, the Seller shall be required to inform the Buyer in writing about such assignment, thus about the new creditor.
- In case of a failure to pay the invoiced sum, being the purchase price, within the maturity period, the Buyer shall have a duty to pay justified costs incurred by the Seller with its extra-judicial, judicial or other enforcement.
- In the event the Buyer provides an advancement for the purchase price, the Seller shall be entitled to set off such advancement in case of a legally relevant delay by the Buyer to receive the goods, to cover the loss inflicted in relation to the breach of the Buyer's duty to receive the goods against storage fees, expenses incurred to discard goods not received or against a contractual penalty, which is hereby set to the amount of the advancement provided for the purchase price.

VI Intellectual Property Rights, Confidentiality

1.1 The Seller undertakes to ensure that there are no third party's intellectual property rights precluding sale and purchase of the goods at the territory of the Slovak Republic imposed on the goods, the sale and purchase of which forms the subject matter of the agreement, at the time of performance of the agreement between the Seller and the Buyer. The Seller shall not be responsible for cases where the goods sold and delivered by him to the Buyer infringe any third party's intellectual property right outside the territory of the Slovak Republic or where the goods infringe any intellectual property right because the Buyer used these goods for purposes the goods were not expressly delivered for.
1.2 The Buyer commits himself to inform the Seller forthwith about any potential infringements of third party's intellectual property rights, known to the Buyer, which might arise upon sale and purchase of the goods between the Buyer and the Seller.
1.3 If use of the goods delivered might result in infringement of domestic intellectual property rights, the Seller undertakes to ensure at his own costs the purchaser's right to unconditional use of the goods, or to alter the goods so that the goods do not infringe third party's intellectual property rights and do not contradict Buyer's requirements on the goods. Should it be impossible to alter the goods, both the Seller and the Buyer can terminate the agreement, and any costs incurred so far in relation to damages to the entity whose intellectual property rights have been infringed shall be borne by the Seller.
1.4 The Seller shall not be liable for infringements of third party's intellectual property rights, if the sale and purchase of the goods was directed by Buyer's instructions and the Seller was not aware that there were any third party's intellectual property rights related to such goods.
1.5 The Buyer shall be entitled to use any documents provided by the Seller (drawings, models, samples, technical documentation etc.) related to the sale and purchase of the goods only to perform a specific business case, or for subsequent use or enjoyment of the goods and such goods may not be provided to third persons or used for a purpose other than specified.
1.6 The Buyer shall have a duty to keep confidential and not to disclose to third parties any information and/or documents related to performance of the agreements with the Seller, even after termination of his business with the Seller at a reasonable period of time after such termination. This duty does not apply to discharge of statutory duties and/or duties arising from decisions taken by public authorities. If the Buyer is interested in disclosing such information and/or documents to third parties, the Buyer can do so only with a prior written permit of the Seller. If the Buyer fails to respect this duty of his, the Seller shall be entitled to claim compensation for the loss inflicted and the Seller shall have the right to terminate unperformed agreements, if there are unfinished business cases, due to a material breach of a major duty.

VII Export Control and Foreign Trade Data Regulations

1.1 The Buyer shall comply with all applicable sanctions, export control, customs and foreign trade laws and regulations ("Foreign Trade Regulations") for all products to be delivered, services to be provided and activities undertaken under this agreement. The Buyer shall advise the Seller in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by the Seller to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export, import, re-export in case of resale, or in-country transfer.
1.2 The Seller shall not be obligated to fulfil this agreement if such fulfilment upon Seller´s reasonable discretion is prevented by any impediments arising out of Foreign Trade Regulations. Agreed delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, by the length of the impact of the respective impediment, and the Seller shall take appropriate steps inform customer of the underlying circumstances in a reasonable manner. If the end of such impediment is not foreseeable or is likely to occur more than two months in the future, each party is entitled to fully or partly withdraw from the affected contractual agreement unless otherwise agreed in writing by the parties.
1.3 Neither the Buyer nor any of the officers, managers, employees, agents or other representatives acting on behalf of or on the express, implied or apparent authority of the Customer is a person that is, or is owned or controlled by persons that are the target of any Foreign Trade Regulations, or are located, organized, or resident in a country or territory that is the target of territory-wide sanctions (including as of the date of this agreement, Cuba, Iran, North Korea, Syria, Crimea, and the so-called Donetsk and Luhansk Republics). If at any point the Buyer is unable to make the foregoing representation, the Seller is entitled to terminate this contract immediately.

VIII Final Provisions

1.1 These General Business Terms and Conditions, as well as any legal relationships arising or arisen therefrom shall be governed by applicable and effective generally binding regulations of the Slovak Republic, excluding the UN Convention on Contracts for International Sale of Goods dated 11 April 1980. Should there be any dispute between the Seller and the Buyer in performance of their mutual contractual duties, they undertake to resolve such dispute in preference by agreement and extra-judicial negotiations. If no agreement can be reached, it is agreed that the court competent to resolve the dispute shall be a court at the seat of the Seller or an arbitration tribunal agreed contractually.
1.2 If any provisions of these General Business Terms and Conditions are or become invalid, ineffective or unenforceable, this shall have no impact on validity, effect and enforceability of the remaining provisions of these GBTC. These GBTC represent a more detailed regulation of mutual rights and duties of the Seller and the Buyer, whose business activities shall be carried out under the framework purchase agreement and/or partial purchase agreements. The priority binding effect has the regulation of the partial purchase agreement, represented by specific business documents described in these GBTC, the framework purchase agreement and finally these General Business Terms and Conditions.
1.3 The Seller reserves the right to amend these General Business Terms and Conditions anytime at his discretion according to his business policy and applicable legislation. However, he shall be required to publish such amendments in advance on its website www.pslas.com or www.thyssenkrupp-rotheerde.com indicating the date of effect of such amendments. If the Buyer does not agree with the amended GBTC, they shall be required to express such disagreement in writing within 30 days from such publication; otherwise he shall be required to accept the amendments.
1.4 These General Business Terms and Conditions become valid and effective on June, the 16th, 2022 when they become published and publicly available on the website www.pslas.com or www.thyssenkrupp-rotheerde.com