

GENERAL PURCHASING CONDITIONS - KONŠTRUKTA – Defence, a.s. (related to the Contract of sale)

- 1) These general purchasing conditions are the integral part of purchase agreement concluded between the company KONŠTRUKTA – Defence, a.s. ID: 34139800 as a Buyer and the Seller. The common rights and obligations are governed by the purchase order, these general conditions and regulations of the Act No. 513/1991 Coll. of Commercial Code as amended, and the clauses of other valid legal regulations based on the priority defined in this article.
- 2) The price is agreed by both Contracting parties. The price listed in the purchase order is exclusive of VAT, unless clearly stated otherwise.
- 3) The places of delivery are production premises of the Buyer either at the Specialized testing operation at Lieskovec in Dubnica nad Váhom or Maintenance and repair operation in Moldava nad Bodvou. The delivery is provided by the Seller at his costs and risks, unless clearly stated otherwise.
- 4) The invoice issued by the Seller shall contain the purchase order number and its issue date. Furthermore, the invoice shall contain the following data: subject of delivery, date and place of delivery and other information required by valid legal regulations. The Seller is entitled to issue the invoice after the complete delivery without any defects, unless agreed otherwise. In case the invoice does not include above mentioned data, the Buyer returns it back to the Seller to add the missing information. The Buyer is obliged to make payment only if the invoice contains all necessary information. The delivery note shall be the appendix to each invoice.
- 5) The due date of the invoice shall be 30 days from its delivery to the Buyer, unless agreed otherwise. The date of payment is considered to be the day of sending the appropriate sum from the Buyer's bank account.
- 6) The delivery note: Each delivery shall be advised by the delivery note containing the information about the amount and kind of goods, order number and its issue date, amount and type of packaging to be returned, defined appendices of delivery note (e.g. licences, certificates and quality of metallurgical material).
The delivery note, including its appendices, shall be delivered to the Buyer latest on the delivery date.
- 7) The Seller is obliged to inform the Buyer via telephone or email about each delivery at least one working day in advance.
- 8) The Seller shall guarantee the quality of the goods for the period of 24 months from the day of its delivery.
- 9) The ownership of the goods is transferred to the Buyer at the moment of its delivery.
- 10) The Seller is obliged to deliver the goods based on the Buyer's requirements of quality, quantity and delivery period and according to the valid documentation and regulations, including technical, safety, fire regulations and sanitary code and also the Buyer's internal regulations, incl. the requirements of the Government quality assurance, and the Seller is responsible for the damages caused by the violation of these regulations. The Seller confirms that he is fully informed about all regulations, requirements and documentation mentioned above.
- 11) In case the goods is defective, the Buyer is not obliged to accept the delivery. The goods is considered to be defective, if it does not meet the quality requirements in accordance to the documentation or delivery terms. The Seller is responsible for the damage caused by the delivery of defective goods.
- 12) In case the Seller does not fill the order properly and in time, he shall be obliged to pay to the Buyer the contractual penalty in the amount of 0,1 % of the total sum of ordered goods and for the each day of delay. The Buyer is entitled to require compensation of damage caused by the violation of Seller's obligation, which is the subject to the contractual penalty. The Buyer is obliged to seek compensation of damage in the sum higher than the contractual penalty.
- 13) Signing the order, the Seller confirms that he fully understands its content and all the technical, quantity and other requirements and he declares that he possesses the capacities, qualifications and skills necessary to fill the order.
- 14) The Seller declares that all the information related to the order and its delivery shall be considered to be confidential and he shall not make them available to the third persons, unless he is obliged to make them available based on the valid legal regulations or decision of the appropriate authorized body. The Seller is obliged to keep confidential the order content, documents attached to the order and other information related to the order. The commitment to respect the confidentiality shall be effective even after the delivery. The Seller is obliged to return provided documentation, tools, etc. back to the Buyer immediately once the order is completed.
- 15) The Contracting parties shall deliver all documentation to each other in person or to address provided in the order or actual extract of business, trade or similar register. In case the running of certain period starts at the moment of documentation delivery, the third working day from the day of sending it via post office or the day, on which the documentation is not accepted, is considered as the delivery day. The Contracting parties are obliged to inform each other about the changes of company addresses and other relevant data, such as the bank account numbers, etc. without any delay, otherwise they are responsible for any damage caused by this situation.
- 16) The Contracting parties agreed that the subject of contract (the goods) is available for the Government quality assurance of goods and services for defence purposes pursuant to Act No. 11/2004 Coll. on Defense Standardizations, Codifications and Government Quality Assurance of National defence product and services for purpose of defense as amended. The Seller accepts to perform the Government quality assurance by The Defence Standardization, Codification, Government Quality Assurance Authority, Trenčín (hereinafter referred to as "Authority"). The Seller shall provide the list of subdeliveries and their suppliers to the Authority representative.
The Authority representative defines the subdeliveries, which require the Government quality assurance and specifies the requirements for its realisation. The Seller shall apply those requirements into the contracts with his suppliers. The delivery provided by the Seller shall meet the quality standards determined by the appropriate Slovak defence standards

SOŠ AQAP pursuant to the Authority's decision to perform the Government quality assurance and he shall enable to perform the Government quality assurance based on that decision.

The Seller shall enable and provide the Authority representative with the access to all his company premises, at which the realisation of any delivery part agreed by the Contract is held. Pursuant to the Authority's decision on verification of product, the Seller shall provide samples free of charge, maximum 0,2 % of total sum of the product, VAT excluded.

The Seller shall provide the Authority representative with the access to documentation necessary to perform the Government quality assurance of the contracted goods according to the appropriate legal regulations on classified materials. Based on the Authority's request, the Seller shall send the documentation to the address of Government quality assurance department. The Certificate of product quality and integrity, which is issued pursuant to §16 sec.2 of the Act No. 11/2004 Coll. on Defense Standardizations, Codifications and Government Quality Assurance of National defence product and services for purpose of defense as amended, does not acquit the Seller of responsibility for altered product or any damages caused by altered product.

In Dubnica nad Váhom, April 27, 2020