

GENERAL TERMS AND CONDITIONS of the trading company  
**KNOTT spol. s r.o.**

## 1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**” or “**GTC**”) describe pursuant to the provisions of section 273 (1) and section 409 and subsequent Act no. 513/1991 Coll., Commercial Code, as amended (hereinafter referred to as “**Commercial Code**”) the mutual rights and obligations of the contractual parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as “**Purchase Contract**”) concluded between the Seller and the Buyer.
- 1.2. For the purposes of these GTC, the Seller is the trading company KNOTT spol. s r.o., with registered office at Dolná 142, 900 01 Modra, the Slovak Republic, Registration number: 17 327 521, Tax ID: 2020359572, VAT number: SK2020359572, registered in the Commercial Register of the District Court Bratislava I, section Sro, file no. 13550/B, e-mail: [sales@knott.sk](mailto:sales@knott.sk), telephone contact: +421 33 690 2511, fax +421 33 690 2555 (hereinafter referred to as the “**Seller**”).
- 1.3. For the purposes of these GTC, the Buyer is a legal entity or a natural person who acts when ordering goods and when concluding and fulfilling the Purchase Contract in the framework of its business activity, other business activity, profession or employment (hereinafter referred to as the “**Buyer**”).
- 1.4. The Terms and Conditions shall not apply in cases where a natural person who intends to purchase goods from the Seller is a natural person who does not act when ordering goods in the framework of its business activity, other business activity, profession or employment (hereinafter referred to as the “**Consumer**”). In the case of purchasing goods by the Consumer via the Internet, the Seller’s special Terms and Conditions which are available on the website [www.knott.sk](http://www.knott.sk) shall apply.
- 1.5. Provisions deviating from the Terms and Conditions may be agreed in writing in the purchase contract. The deviating arrangements agreed in writing in the purchase contract shall take precedence over the provisions of the Terms and Conditions.

- 1.6. The provisions of the Terms and Conditions form an integral part of the purchase contract between the Seller and the Buyer. The purchase contract and the Terms and Conditions are written in Slovak, German or English language. The purchase contract can be concluded in Slovak, German or English language.
- 1.7. The Seller may amend or modify the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations that arise during the effective period of the previous version of the Terms and Conditions.

## 2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. The purchase contract is based on the receipt of the Buyer's order by the Seller in the form of acceptance of the order under the conditions below. The Buyer may order goods placed in the Seller's sales premises or listed in catalogue sheets, or in other materials of the Seller, in which the goods are specified in more detail. All data on weights, dimensions, performance parameters, prices and other information given in catalogue and price lists are non-binding and indicative unless otherwise agreed by the parties in the purchase contract. Dimensional and weight tolerances of the goods are normally permitted for a specified production type, taking into account the relevant standard relating to the goods. The Seller reserves the right to change the information given in its catalogues, price lists and other similar documents in relation to the production needs.
- 2.2. The Buyer shall indicate in the order the designation of the goods, the price of the goods in terms of the Seller's price list, or pursuant to a special agreement with the Seller, the number of items, the place of delivery and the address (including e-mail address) to which the order acceptance shall be sent (if it differs from the address of the registered office or place of business). In the case of an order made orally or by telephone, the Seller may require the Buyer to confirm the order in writing. An order placed in the form of an e-mail delivered to the Seller's e-mail address [sales@knott.sk](mailto:sales@knott.sk) is also considered a written form of the order.
- 2.3. The Seller shall subsequently inform the Buyer in writing within 14 days of the date of receipt of the order, to the address stated in the order, whether he or she accepts the order or announces any reservations or amendments to the order. Delivery of goods to the Buyer according to the order is considered as acceptance of the order without reservations.

- 2.4. If the order is accepted without reservation, the purchase contract arises at the moment of delivery of such acceptance to the address of the Buyer or delivery of goods in accordance with the order. Acceptance of an order made in the form of an e-mail delivered to the Buyer's e-mail address specified in the order shall also be considered a written form of acceptance of the order.
- 2.5. If the Seller has reservations or amendments to the order, the purchase contract arises from the moment of acceptance of these reservations or amendments made by the Buyer in writing, by delivering the written acceptance to the address of the Seller or his or her e-mail address [sales@knott.sk](mailto:sales@knott.sk). In the case that the Buyer has his or her own reservations and amendments to the Seller's reservations and amendments, these are considered a new order and the provisions of points 2.2 to 2.5 shall apply as well. If the Buyer fails to inform of his or her reservations and amendments pursuant to the previous sentence within 10 days from the date of delivery of the acceptance of the order with reservations to the Buyer's address, the Seller shall not be bound by the order as amended.
- 2.6. The Buyer is entitled to change or cancel an already accepted order only with the written consent of the Seller. In such case, however, the Seller is entitled to charge any additional costs incurred by the Buyer for the change or cancellation of the accepted order. If the Seller does not prove to the Buyer the real amount of additional costs, the Seller is entitled to charge a flat additional cost of 70 % of the purchase price of the goods according to the originally accepted order.

### 3. PURCHASE PRICE AND PAYMENT CONDITIONS

- 3.1. The Buyer shall pay the Seller the purchase price of the goods stated in the Purchase Contract, including all applicable taxes that are not included in the price of the goods. In the case of a requirement to deliver the goods to a place other than the Seller's warehouse, the Buyer is also obliged to pay the cost of transporting the goods at the amount specified in the Purchase Contract.
- 3.2. The invoice must have the formalities of a commercial document pursuant to Section 3a of Act no. 513/1991 Coll., Commercial Code, as amended, the formalities of an accounting document pursuant to Section 10 of Act no. 431/2002 Coll. on Accounting and a tax document in accordance with the provisions of Sections 71 to 74 of Act no. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "**VAT Act**").

- 3.3. Invoices will be issued by the Seller in accordance with the applicable laws, and the parties agree that invoices will be sent by e-mail from the Seller's e-mail address: [sales@knott.sk](mailto:sales@knott.sk) to the Buyer's e-mail address announced at the time of the conclusion of the Purchase Contract.
- 3.4. The Buyer hereby agrees pursuant to section 71 paragraph 1(b) of the VAT Act expressly consent to the Seller sending invoices in electronic form in accordance with the above provisions of the VAT Act.
- 3.5. The contractual parties agreed to ensure the credibility and integrity of the data stated in the invoice and to ensure its proper storage and archiving in accordance with section 76 of the VAT Act.
- 3.6. The Buyer is not entitled and will not interfere in any way with the already issued and delivered invoice or change its content.
- 3.7. The invoice shall be deemed delivered to the Buyer on the day it is delivered to the Buyer's e-mail box above. In cases of doubt, the invoice shall be deemed to have been received on the working day following the day on which it can be demonstrably sent to the Buyer by the Seller via electronic mail.
- 3.8. The Seller is not liable for damages incurred by the Buyer due to poor quality of the Buyer's connection to the Internet, due to failures on the communication route to the Buyer or due to any other inability of the Buyer to establish the relevant connection or access to the Internet.
- 3.9. The invoices are due within 14 days from the date of issue, unless the contractual parties agree otherwise in the purchase contract. The invoice date is usually the day of delivery of the goods.
- 3.10. If the Buyer is late in paying the invoice for 7 days, the Seller will send him or her a written reminder for which he or she will charge a one-off fee of 15, - EUR (in the word "fifteen" EUR); if the Buyer is delayed for another 7 days, the Seller will send him or her a second written reminder for which he or she will charge a one-off fee of 15, - EUR (in the word "fifteen" EUR).
- 3.11. In the event of Buyer's payment problems that lead to or may endanger the timely or orderly repayment of the Seller's claims, in particular in the event of delay in any Buyer's payment,

the Seller shall be entitled to suspend all further deliveries of goods under the existing purchase contracts or to require that the purchase price for these further deliveries of goods was paid in advance before delivery of the goods within the period specified by the Seller or in cash upon delivery of the goods, or to provide the Seller with adequate security by the Buyer. The Seller shall notify the Buyer of this fact in writing without delay. For the avoidance of doubt, suspending the delivery of goods under this point is not considered a breach of the contract of sale by the Seller, but a delay on the Buyer's side; the period of delivery of the goods shall be extended at least by the time of the Buyer's delay in payment of his or her monetary obligations, unless a longer period is objectively necessary for reasons on the Seller's side connected with the suspension and resumption of the Seller's performance.

- 3.12. In the event of the Buyer's delay in the payment of the invoice, the Buyer shall be obliged to pay to the Seller, in addition to performance, a contractual penalty of 0,05% per day of the amount outstanding for each day of delay. The contractual penalty is payable on the day of its claim with the Buyer in writing. This does not affect the claim for damages, even to an extent exceeding the amount of the contractual penalty.
- 3.13. All costs will be charged at their original cost and invoiced immediately after they have been incurred.

#### **4. OWNERSHIP TRANSFER AND RISK OF DAMAGE TRANSFER**

- 4.1. The ownership right to the goods passes to the Buyer only at the moment of full payment of the purchase price (retention of title).
- 4.2. The risk of damage to the goods passes to the Buyer at the moment of receipt of the goods. If the Buyer requests from the Seller to send the goods, the risk of damage to the goods passes to him or her at the moment of handing over the goods to the first carrier.

#### **5. DELIVERY OF GOODS**

- 5.1. Applicable provisions of INCOTERMS as last amended at the time of conclusion of the Purchase Contract shall apply to the delivery of the goods, unless otherwise specified in the Purchase Contract or in the Terms and Conditions. An Ex Works clause shall apply to the

delivery of the goods, unless otherwise agreed in the Purchase Contract or in the Terms and Conditions.

- 5.2. Unless stated otherwise in the Purchase Contract, the Seller is obliged to deliver the goods to the Buyer within the period specified in the Purchase Contract. Unless the contractual parties agree otherwise, the date of delivery of the goods is determined by the Seller, who shall notify the Buyer of the date of delivery in written acceptance of the order or in the commercial offer. The Seller reserves the right to change this delivery date, in particular due to a lack of production capacity or other unforeseeable events on the Seller's side within the meaning of point 5.3. of the Terms and Conditions. The Seller hereby commits to notify the Buyer of the new delivery date as soon as the above-mentioned obstacle to the fulfilment of the originally announced delivery date has been identified.
- 5.3. The Seller shall not be liable for non-compliance with delivery times in particular in the following cases: (i) if the Buyer fails to comply with any payment terms until these are met, (ii) if the Buyer has not provided the Seller with the information, he or she was obliged to provide within the requested period, (iv) in the event of force majeure, including in particular a strike, epidemic, war, fire, flood or other natural disaster, accident, seizure, interruption of traffic, embargo, government measures, modifications or restrictions, prohibition of the import or export of goods and the inability to procure supplies of materials, equipment or means of production, accident, explosion, as well as the consequence of any other causes beyond the Seller's control, even if such event occurs on subcontractor's side.
- 5.4. The Seller is obliged to pack the goods in the way usual in business relations. In case of doubt about the usual packaging, it is agreed that the way of packaging is determined by the Seller.
- 5.5. Unless expressly agreed otherwise in the Purchase Contract, the place of delivery of the goods is the Seller's warehouse. As long as the Ex Works condition applies and the Seller undertakes, at the Buyer's request, to send the goods to the place specified by the Buyer, the risks of loss or damage to the goods shall pass to the Buyer at the latest by handing the goods to the first carrier, and at this point the goods are deemed to have been handed over.
- 5.6. If the Buyer does not take over the goods under the Purchase Contract, he or she is obliged to pay a contractual penalty of 15 % of the price of the delivered goods. The contractual penalty is payable on the day of its claim with the Buyer in writing. This does not affect the claim for damages, even to an extent exceeding the amount of the contractual penalty. In addition to the contractual penalty, the Buyer is obliged to pay the costs associated with

repeated delivery of goods, or costs associated with other delivery methods.

- 5.7. Goods shall be deemed to have been delivered properly and on time, even if they are delivered with minor defects and unfinished goods that do not prevent the proper and safe use of the goods. This provision is without prejudice to the Buyer's rights from defects in the goods.

## 6. WARRANTY

- 6.1. The Buyer is obliged to inspect the goods immediately after passing the risk of damage to the goods. In case of discrepancy between the data stated in the delivery note, invoice or in case of any damage to the goods or its packaging which may have been caused by the carrier, the Buyer is obliged to inform the supplier in writing without delay and draw up a damage report with the carrier. The buyer is obliged to notify the Seller of any obvious defects in writing at the latest within 3 working days from the inspection of the goods or after the inspection was to be carried out.
- 6.2. The Buyer is obliged to notify of hidden defects immediately, but no later than 7 days from the moment when the hidden defect could be detected, but no later than the expiry of the warranty period of 12 months from the transfer of the risk of damage to the goods. Claims for defective performance are also excluded during the above mentioned periods, if the goods have already been processed or incorporated. The warranty period is always extended only by the period during which the goods were out of order during the complaint procedure, even if the Seller delivers new goods or its individual parts within the complaint.
- 6.3. The warranty does not cover defects caused by improper operation, improper or inappropriate handling, damage by electrostatic charge and unpacking, use or installation contrary to the user documentation or instructions of the Seller. Likewise, the warranty does not apply to defects of the goods caused by natural wear, excessive stresses, use of unsuitable operational means, chemical influences and all other causes without the fault of the Seller.
- 6.4. The warranty also expires in the case of unauthorized interventions or changes made to the goods, either by the Buyer or by a third party without the prior written consent of the Seller.
- 6.5. Within the scope of liability for defects, the Seller shall not bear the costs of providing working access to the goods, their dismantling and re-installation necessary for proper



repair/replacement. Similarly, the Seller shall not be obliged to remedy defects of the goods free of charge at a place other than its establishment (marked by the Seller) or at the place specified in the Purchase Contract for the delivery of goods.

- 6.6. The Buyer is obliged to claim defects in writing, specifying the type, extent of defects and the way the defect is manifested. If the defect is not specified sufficiently, the Seller shall ask the Buyer for further specification of the defect within 7 days from the date of delivery of the complaint. In such a case, the period for remedying the defect shall only run after the defect has been properly described.
- 6.7. The Seller undertakes to remedy the defect within 30 days from the date of delivery of the complaint pursuant to point 6.5., either by repair or replacement of the goods under complaint. If, due to the nature and number of defects, it is objectively impossible to remedy the defect within the period referred to in the previous sentence, the Seller shall promptly notify the Buyer of this fact and notify him or her of a new defect rectification period not exceeding 90 days from the date of delivery.
- 6.8. If the Buyer notifies the Seller of defects of the goods, but the goods have no defects for which the Seller should be responsible, the Buyer shall reimburse the Seller for the costs associated with such notification.
- 6.9. Filing a complaint about the goods does not under any circumstances entitle the Buyer to delay or withhold payment for the delivered goods, and the holding of the payment will be considered a breach of the Buyer's obligations.

## **7. LIABILITY FOR DAMAGES**

- 7.1. To the extent permitted by Slovak law, the Seller is liable for damage caused to the Buyer only up to the amount of foreseeable damage, which is 50 % of the Purchase Price of goods determined in accordance with the Purchase Contract from which the damage event occurred.
- 7.2. The Seller is not liable for damages caused by improper operation, unprofessional or improper handling, electrostatic charge damage and unpacking, use or installation contrary to the Seller's user documentation or instructions.



## 8. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 8.1. The Seller is entitled to withdraw from the Contract in case of (i) the Buyer's delay in paying the purchase price of the goods by more than 30 days from the specified due date, (ii) in the event of Buyer's payment problems leading or likely to jeopardize the Seller's claims, (iii) in the event of failure to cooperate in the takeover of the goods, if the Buyer fails to take delivery of the goods within 15 days of being instructed by the Seller to accept the goods in writing; (iv) in other cases provided for by law.
- 8.2. The Buyer is entitled to withdraw from the Contract in case of (i) failure to deliver the goods within the agreed delivery time, even after the Buyer has requested the Seller in writing to deliver the goods within the specified additional time, which shall under no circumstances be less than 15 days from the date of delivery of the call, (ii) in the event that the defect of the goods is not remedied within the period specified in point 6.7. of the GTC, (iii) in other cases provided for by law.
- 8.3. The withdrawal must be in writing stating the reason for the withdrawal in the form of registered mail and must be delivered to the address of the other contractual party, unless otherwise agreed in the Purchase Contract. Withdrawal from the contract is deemed delivered (i) by acceptance of the withdrawal by an authorized person, (ii) by refusing to take over the withdrawal by an authorized person, (iii) expiry of the period of 5 days after the consignment was deposited at the post office for any reason for which the consignment was not accepted, even if the addressee does not know the contents of the consignment. The Purchase Contract terminates upon delivery of the withdrawal. However, withdrawal shall not affect the contractual penalty to which the claim arose during the duration of the Purchase Contract or the duration of the rights which, by their nature, should continue after the termination of the Purchase Contract.
- 8.4. In case of withdrawal from the Contract by the Seller, the Buyer is obliged to transport the goods to the Seller at his own expense. If the Buyer fails to comply with this obligation, the Seller shall be entitled to ensure the return of the goods at the Buyer's expense, and the claim for reimbursement shall be entitled to set off against the Buyer's claim for the refund of the Purchase Price.
- 8.5. The Buyer is obliged to return the goods to the Seller in their original condition, i.e. as at the date of receipt of the goods, taking into account normal wear and tear. In the case of returning the damaged goods or with wear and tear excluding the resale of the goods, the Buyer is

obliged to pay the amount corresponding to the Purchase Price of the returned goods after returning the goods.

- 8.6. The Seller shall return to the Buyer the Purchase Price of the goods within 30 days from the date of return of the goods, except in the case of the second sentence of point 8.5. above, where the contractual parties have agreed to set off the Buyer's claim for refund of the Purchase Price with the Seller's claim for compensation for damage to the goods at the Purchase Price.

## 9. PROCESSING OF PERSONAL DATA

- 9.1. In case that in connection with the creation or performance of the Purchase Contract personal data will be processed, the processing of personal data of the Buyer who is a natural person, or natural persons acting on behalf of the Buyer who is a legal person, is regulated by Regulation of the EP and the Council No 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR**"); Act No 18/2018 Coll. on Personal Data Protection and on amendment of certain acts, in the version in force (hereinafter referred to as the "**ZOOU**") and other generally binding regulations. The Buyer undertakes to hand over to the Seller only the data he or she has received in accordance with applicable law and (if necessary) with the consent of the relevant data subject.
- 9.2. For more information on the processing of personal data, see the Terms and Conditions of Personal Data Processing which to a reasonable extent become part of the contractual documentation.

## 10. CONFIDENTIALITY AND DISCRETION

- 10.1. The contractual parties acknowledge that any papers (invoices, contracts, commercial materials, etc.), documents or other information relating to their business activities that they come into contact with when concluding or performing the Purchase Contract are considered confidential (hereinafter referred to as "**Confidential Information**") and are required to keep it confidential. Publicly available information shall not be considered as confidential

information.

- 10.2. The contractual parties are obliged, to the extent possible, at least at the level of professional care, to ensure the confidentiality of such confidential information from any third party or not to misuse it for their own benefit or for the benefit of a third party.
- 10.3. The contractual parties undertake to inform all employees or associates who may come into contact with such confidential information and are fully responsible for its compliance with these persons.

## 11. SALVATOR'S CLAUSE

- 11.1. If a court or other competent authority finds that a part of these GTC or the Purchase Contract is invalid or unenforceable, then this provision will be separated to the extent necessary and will not be applicable, but this will not affect other provisions which will remain fully valid and effective.
- 11.2. The contractual parties shall cooperate to replace invalid, ineffective or unenforceable provisions with those applicable, effective and enforceable provisions which shall, as far as possible, preserve the economic purpose intended by the invalid, ineffective or unenforceable provisions.

## 12. GENERAL PROVISIONS

- 12.1. In the event that any of the contractual parties fails to exercise or exercises any of its rights or remedies under the Purchase Contract with delay, it shall in no way be construed as waiving such right or remedy. Furthermore, any individual or partial exercise of a right or remedy shall in no way preclude any other or further exercise of that right, or the exercise of another right or remedy.
- 12.2. In the event that either of the contractual parties waives its right arising from the breach or failure to comply with any provision of the GTC or the Purchase Contract, this fact shall not be interpreted as waiving the possibility of further exercising its right from breach or failure to

comply with the provisions of these GTC or the Purchase Contract, and in no way affects the other provisions of these GTC or the Purchase Contract.

- 12.3. The waiver of any authorisation, of any right of choice, etc., including the right resulting from a breach of the Purchase Contract, shall be in writing and signed by the party acting on it.
- 12.4. Without the written consent of the Seller, the Buyer cannot assign claims arising from or related to the Purchase Contract, nor transfer rights or obligations arising from or related to the Purchase Contract.

### **13. FINAL PROVISIONS**

- 13.1. The relationship established by the Purchase Contract as well as its non-contractual obligations are governed by Slovak law as the applicable law, especially by the Commercial Code. At the same time, the contractual parties agree to exclude the application of the Vienna Convention on Contracts for the International Sale of Goods.
- 13.2. Any disputes arising out of the Purchase Contract (including a dispute concerning the existence, validity or termination on the Purchase Contract or the consequences of its nullity) shall be settled exclusively by general courts of the Slovak Republic pursuant to Act no. 160/2015 Coll. of the Civil Procedure Code, as amended.
- 13.3. The Terms and Conditions shall enter into force and effect on the date of signature.

In Modra on 23/07/2018

KNOTT spol. s r.o.