

## GENERAL BUSINESS TERMS GAMAaluminium s.r.o.

### 1. INITIAL PROVISIONS

These General Business Terms (hereinafter „GBT“) regulate legal relations between company GAMAaluminium s.r.o., registered office at Na Vansovej 3/15, 965 01 Žiar nad Hronom, operation site at Na Vartičke, 965 01 Žiar nad Hronom, company ID: 36632325, incorporated in the Company Register kept at District Court Banská Bystrica, section Sa, file No. 9836/S (hereinafter „GAMAaluminium s.r.o.“) and any/ each physical or legal entity being a “Buyer of Goods and Services” pursuant to GBT (hereinafter the „Buyer“).

### 2. ORDERING OF THE GOODS OR SERVICE

The Buyer orders the goods or service through the order sent via e-mail, fax, or delivered in person. The order shall specify the Buyer’s commercial name, registered office, exact technical specification of the ordered goods or service, quantity, required delivery date and location, contact person incl. phone No. and email address. If the price offer preceded the order, state number of the price offer in the order. In case of a new product, complete drawing documentation shall be attached thereto. In case of incomplete or insufficient documentation, the drawing shall be re-drawn as required and submitted for approval. Preparation of the drawing documentation by company GAMAaluminium s.r.o. shall be charged according to the Price List in effect. Amendments and addenda shall come in force after mutual approval.

#### Provision for new Al-profiles production:

Production of new profile is conditioned with binding order submission, approval of drawing documentation and payment of initial cost (new product launching cost). GAMAaluminium s.r.o. shall have right to back out of the order in case of failed fulfillment of the stated terms.

GAMAaluminium s.r.o. shall have an exclusive right for liquidation or sale of the profiles to a third party if the profiles have not been paid and taken over by the Buyer within 24 months from the production.

GAMAaluminium s.r.o. shall have an exclusive right for liquidation of press machine if the Buyer to whom the profile fails to order the profile in min. quantity 500 kg within 24

months. This quantity can be adjusted (increased) in case of demanding profile type. The Buyer shall be informed thereon.

### 3. DELIVERY TERMS

In case of delivery of the goods up to 2 m of length, company GAMAaluminium s.r.o. shall carry out the transport. Transport can be carried out also by the Buyer upon agreement. The goods exceeding 2 m length shall be exclusively transported by the Buyer. The order shall be considered fulfilled upon handover of the goods. Delivery of the goods shall be confirmed by signed bill of delivery. Bill of delivery shall contain the following data:

- Number of the bill of delivery,
- full number of the customer’s order or assigned order No.,
- date of shipment (handover),
- name of the goods, quantity of particular types of the goods in pieces,
- weight of particular types of the goods,
- transport method.

Standard delivery of the goods takes 14 business days from the order confirmation or as mutually agreed. In case of urgent order, company GAMAaluminium s.r.o. shall charge the Buyer with extra money. If transport of the goods is carried out by the Buyer, the goods shall be taken over within 10 business days from the call for it via e-mail, otherwise GAMAaluminium s.r.o. shall ship the goods on the Buyer’s cost.

### 4. PRICE OF THE GOODS / SERVICES

The prices are determined according to the provided price offer and referring to the Price List currently in effect; or adjusted on basis of guaranteed long-term cooperation. Price offers validity depends on LME Aluminum development on the market. Accordingly, further price adjustment shall be possible after the order receipt. Invoicing and payment shall be made in Euro (€) currency.

### 5. PAYMENT TERMS

Payment for the goods can be settled in various manners. In case of smaller orders and takeover of the goods in person, payment shall be made in cash directly at the GAMAaluminium s.r.o. site. In case of new customers, payment shall be made

either upon pro forma invoice or payment order. Long-term customers shall receive invoice for the goods/ services with 15 – 30 day maturity. Invoice shall be issued at minimum price 10€. In case of lower value of order, payment shall be made either upon payment order or in cash upon takeover in person. GAMAaluminium s.r.o. shall send invoice to the Buyer in two counterparts.

Invoice shall contain:

- number of invoice, name and address of the Buyer, commercial name, registered office, company ID, VAT ID of the Buyer
- number of Buyer's order
- number of the bill of delivery
- subject of the supply, unit price, quantity, total price, VAT
- price of transport
- date of invoice sending
- payment date
- date of taxable fulfillment.

The invoice due date shall be stated thereon as agreed. Until payment of the invoice, the goods shall remain in ownership of company GAMAaluminium s.r.o. Bank transfer charges incurred in the Buyer's territory shall be borne by the Buyer. The Buyer is obliged to make payment in such time advance that the amount is deposited on the Seller's bank account on the due date. In case of later payment than stated on the invoice, company GAMAaluminium s.r.o. will have right to charge the Buyer with the interest of late payment in the agreed/ due amount, plus stipulated damaged (if applicable).

## 6. QUALITY REQUIREMENTS

Quality requirements are specified in the drawing documentation and the order. GAMAaluminium s.r.o. is obliged to meet the Buyer's requirements, to inspect product and production process quality. All deviations from the specification shall be approved and confirmed in writing by the Buyer. In case of complicated CNC processing, GAMAaluminium s.r.o. shall mark the products in order to unambiguously determine liability for product quality. In case of disagreement with such marking, the company should be contacted immediately after confirmation of the order by GAMAaluminium s.r.o. All product modifications shall be implemented upon mutual agreement confirmed in writing.

## 7. TERMINATION AND CANCELLATION OF ORDER

GAMAaluminium s.r.o. can terminate the Contract if the Buyer has been late with the due payment for max. twice the payment period. The Buyer can terminate the Contract is the

Seller has failed to deliver the goods within 30 days after the due date.

## 8. DEFECT GOODS AND RECLAMATIONS

GAMAaluminium s.r.o. provides guarantee for quality of sold goods for 24 months from takeover of the goods by the Buyer. Defects of the goods that can be identified within takeover quality inspection, as well as deviations in the quantity shall be reported by the Buyer to company GAMAaluminium s.r.o. in written form within 21 days from takeover of the goods. GAMAaluminium s.r.o. shall provide its standpoint to the reclamation in writing within max. 4 weeks. GAMAaluminium s.r.o. shall not be responsible for the damage caused during transport. In case of reclamation, the Buyer shall provide photo-documentation of reclaimed items to company GAMAaluminium s.r.o., together with packaging material and identification labels.

## 9. FINAL PROVISIONS

The GBT shall come in force and become effective on February 01, 2017. Company GAMAaluminium s.r.o. has right to amend the GBT wording. GBT in effect at the time of business transaction conclusion shall apply to the Buyer.