

General Business and Delivery Terms and Conditions

1. Definition of Effect

- 1.1. Any delivery of products, goods and services rendered by SANITAS, s.r.o. is governed by these General Business and Delivery Terms and Conditions (hereinafter referred to only as "Delivery Terms"). Every customer confirms their consent with the Delivery Terms by accepting the goods or services or a business bid.
- 1.2. The Business and Delivery Terms and Conditions can be amended for certain specific cases only in writing following a previous written consent of all the parties concerned. The specific terms and conditions agreed in this way are applicable from the date of signing these terms and conditions and they apply for this specific case only.
- 1.3. These Business Terms are governed by Act No. 513/1991 Coll., The Commercial Code, as amended. Potential disputes will be resolved in accordance with the Slovak law, including determination of a competent court.

2. Business Deal

- 2.1 Under these Terms, a business bid refers primarily to a catalogue with a pricelist for the goods. The information and prices included therein are binding for the vendor for the term of validity of the catalogue.
- 2.2 Technical drawings, data and views are for information only and cannot be considered to be binding. The Vendor reserves a right to announce and apply changes in them anytime he deems it necessary. All the technical drawings, data and views remain an intellectual property of the Vendor and can be used only in this fashion.
- 2.3 The customer exercises his request to purchase goods in the form of a binding order. To settle requests comprehensively and to prepare goods for shipment, an order shall be submitted to the Vendor (by mail, fax) at least 14 calendar days (for orders from foreign partners) or 5 business days (for deliveries to partners in Slovakia) before the announced goods acceptance (shipment) date.
- 2.4 A submitted order can be changed (in terms of product range, quantity) only by a foreign customer no later than 5 calendar days before the shipment date. After this date, the Vendor shall accept changes only as far such change is possible with regard to his capacities. The same procedure shall be applied for orders submitted later than specified in 2.3.
- 2.5 *Applicable for foreign orders:* The Vendor shall process a delivered order on the business day following its receipt and shall send a "Note to take goods" to the customer (hereinafter referred to only as the "Note"). A Note shall bear a shipment date and the goods the Vendor shall not be able to provide and a date of additional order for the goods.
- 2.6 The Vendor does not keep records of undelivered goods, if the customer is still interested in the goods, the goods must be ordered again in a next order.
- 2.7 Pursuant to these Business and Delivery Terms and Conditions, a business transaction is made when the goods are accepted or upon a written acceptance of a delivery agreement.
- 2.8 In case of a special assignment not included in the production programme, the Customer is required to inform the Vendor about any specific features concerning properties, requirements and application of such product. Please note that special assignments for foreign countries are not covered by certification or by the "Product Conformity Declaration" for deliveries to partners in Slovakia.

2.9 If partial deliveries are agreed, the Vendor is entitled to issue a tax document separately for every partial delivery.

3. Prices

3.1 Unless stipulated otherwise, the price refers to a price ex Vendor's warehouse platform in standard packaging. Any other costs (e.g. transportation, insurance costs) are borne by the Customer.

3.2 Unless stated otherwise, quoted prices do not include the value added tax (VAT).

3.3 If exactly specified other costs form a part of the delivery agreement, they are binding for the Vendor for the term of such agreement.

4. Payment Terms

4.1 Payments can be made either in cash or by a bank transfer to the bank account indicated in the tax document, made no later than on the due date. The due date refers to the day when the amount due is credited to the bank account indicated in the tax document, unless agreed otherwise in the agreement.

4.2 In accordance with the Business Representation Agreement or Goods Supply Agreement, the Vendor shall grant extraordinary payment terms – i.e. a discount possibility for accelerated payments

4.3 Until and unless paid in full, all the goods remain the Vendor's property.

5. Delivery of the Goods

5.1 A delivery date is binding for the Vendor only if agreed in writing. A delivery note specifying the number of pieces is an inseparable part of the delivery.

5.2 Unless stated otherwise in writing, the place of delivery is the Vendor's warehouse platform.

5.3 The Vendor is entitled to reasonably extend the delivery date in these cases:

- a) The Customer provided incomplete information and background documents or suddenly and repeatedly changed such documents, causing a delay in production;
- b) The Customer failed to satisfy substantial aspects of the agreement, e.g. delayed payment of an agreed price, also with retroactive effect;
- c) Circumstances beyond the Vendor's control have occurred not at his fault, e.g. strikes, transport accidents, natural disaster, war and similar.

If the delivery date is extended by more than 6 months in such case, both contracting parties shall be entitled to terminate the agreement. This right must be exercised after they have learned about the extension of the delivery term. When this right is exercised, it precludes any other rights to compensation for losses caused by a late delivery or a missed delivery.

5.4 If the goods are picked up late by the Customer, the Vendor is entitled to store the goods intended to be released at the cost and risk of the Customer.

5.5 If the goods need to be delivered in a different than standard packaging, the Customer is required to inform about this in advance. Such specific packaging will be invoiced separately and cannot be returned.

6. Risk of Damage to the Goods

6.1 The risk of damage to the goods passes to the Customer upon receipt of the goods at the Vendor's platform, or upon committing the goods to the first forwarder.

6.2 Costs of insurance against risk of damage to the goods are borne by the Customer also if such insurance has been negotiated or arranged for by the Vendor.

7. Delivery Check and Acceptance

7.1 The Customer, or a representative of a transportation company authorised by the Customer, is required to check the condition of the delivery against the delivery note and, if applicable, to immediately complain about obvious in a way specified in the Claim Procedures.

7.2 Any claim raised by the Customer does not make their duty to pay for the delivered goods invalid. It also does not constitute any ground for any postponement of the invoice due date.

7.3 If only a part of the delivery is complained about, the Customer is not allowed to refuse to accept other parts of the delivery.

7.4 The Customer is entitled to check number of pieces in specific packages upon acceptance of the goods and to refuse to accept the delivery if any defects are found.

8. Guarantee

8.1 The Vendor guarantees that the delivered goods comply with the agreed quality and technical terms for the term of the guarantee.

8.2 The Vendor grants an extended guarantee period of 10 years on product quality for deliveries of standard products (pipes and adapting pieces – PPR system).

8.3 In case of an acknowledged claim (see the Claim Procedures), the Vendor undertakes to reimburse or replace free of charge (at his own discretion) all the eligible parts of the delivery. Goods complained about will be replaced at the Vendor's warehouse platform and parts complained about will become property of the Vendor.

8.4 The Customer is entitled to terminate the agreement or request a price reduction only of the damaged delivery cannot be replaced or the Vendor fails to make the replacement within a reasonable time at his own fault.

8.5 Guarantee terms and conditions for products completed according to Customer's technical documentation are negotiated individually and they are specified in the agreement or order confirmation.

These General Business and Delivery Terms and Conditions form a part of a Business Representation Agreement or Goods Supply Agreement.