

General Business Terms and Conditions for Selling the of VSK PRO-ZEO s.r.o.

The general business terms and conditions (further in the text in abbreviation GBTC) regulate the relationship of the seller VSK PRO-ZEO s.r.o. and the buyer in accordance with the valid legal order of the Slovak Republic.

Article I. Introductory provisions

1. The company VSK PRO-ZEO s.r.o. (further as the seller) draws and processes the natural zeolite (clinoptilolite) on the mining bearing in Kučín, produces and sells zeolite products.
2. The subject of sale are zeolite products in the specification according to the seller's current offer .
3. By purchasing a contract, the seller undertakes to deliver to the buyer goods specified in the confirmed order and the buyer undertakes to take over the goods and pay the buyer the purchase price.

Article II. Closing a contractual relationship

1. Interested parties can send **their inquiries to the seller** via e-mail: info@vskpro-zeo.sk, the request form on the website <http://www.vskpro-zeo.sk> or in writing to the address of the seller VSK PRO-ZEO s.r.o., Lom (Quarry) Kučín 139, 094 21 Nižný Hrabovec. If the information provided in the applicant's inquiry is not sufficient for the seller, he / she will ask the addressee to complete the details.
2. On the basis of the buyer's demand for the buyer's goods, **the seller will prepare the offer for the buyer**, which will include: - the type of goods, the quantity and price of the goods (unit and total price), payment terms, type of packing, delivery time, method and place of delivery (according to INCOTERMS 2010), the use of the goods for which the goods are intended. The seller will send the bid to the bidder by e-mail, request form or in writing, depending on whether the bidder has accepted the bid or has agreed with the him/her.
3. In the case of interest in the purchase of goods under the conditions specified in the offer of the seller, **the interested party is obliged to send a written order to the seller** by e-mail: info@vskpro-zeo.sk, the application form on the website <http://www.vskpro-zeo.sk> or in writing to the address of the seller VSK PRO-ZEO s.r.o., Lom (Quarry) Kučín 139, 094 21 Nižný Hrabovec. The order must include the determination of the type of goods, quantity and price of goods (unit and total price), payment terms, type of packaging, delivery time, method and place of delivery (according to INCOTERMS 2020), purpose of the goods to which the goods are intended. By signing these General Terms and Conditions, the person expressly agrees to all of their provisions and accepts the reservation of ownership applied by the seller.
4. The seller accepts or rejects the received order, giving the reason within 3 business days after receiving the order. The seller will send an order confirmation by e-mail or in writing, depending on the acceptance of the order or the agreement. The purchase contract is deemed to be concluded by a written confirmation of the order by the seller and at this moment is binding on both parties and the buyer becomes the buyer.
5. The seller is obliged to deliver the goods in quantity, quality and copy, which determines the order confirmation, or confirmed order. If the order does not specify how the goods are to be packed or equipped for carriage, the seller sells the goods or equips them for transportation in the normal way for the goods in the course of trade.
6. The seller is required to hand over to the buyer the documents required for the take-over and use of the goods - delivery note / CMR, invoice, quality certificate, always according to the circumstances of the particular delivery.

7. The buyer is obliged to pay the purchase price for the goods and to take over the delivered goods in accordance with the contract.
8. The buyer is not entitled to use the goods delivered by the seller for a purpose other than that specified by the seller as the manufacturer.
9. A change of an already confirmed order can only be made by mutual agreement of both parties, confirmed by both parties in written form.
10. A contractual relationship may be terminated by the agreement of the parties or by withdrawal from the treaty on the grounds of a substantial violation of its provisions by any of the contracting parties. The withdrawal shall be in writing and shall take effect on the date of its delivery to the other Party.

Article III. Delivery of goods

1. The seller shall notify the buyer of the delivery date - date and time by e-mail or in writing, at least 3 working days in advance, unless the delivery date of the goods is confirmed by the seller already in the order. The buyer shall acknowledge the seller's delivery date and shall indicate the place of unloading and the details of the carrier to take over the goods.
2. In case of objective facts related to zeolite extraction or its processing (malfunction, control or alike), or in case of force majeure (strike, natural events, etc.), which prevents the seller from delivering the goods within the confirmed time or announced delivery date, the seller is entitled to change the delivery date or the delivery of the goods. In this case, the seller is not in delay with the delivery of the goods.
3. Delivery of goods occurs:
 - when allowing the buyer to dispose of the goods at the agreed place - the seller's plant (INCOTERMS 2020 - EXW condition),
 - if the goods are handed over to the first carrier for shipment to the buyer (INCOTERMS 2020 - FCA condition),
 - if the seller selects the carrier and pays the expense associated with the goods and their shipment to the agreed place of destination by handing the goods to the first carrier when the seller or the buyer passes the risks associated with the loss or damage of the goods as well as the risk of increased expenses during the transportation of the goods (INCOTERMS 2020 CPT), or
 - the seller fulfills his obligation by delivering the goods available to the buyer at the agreed place of destination in the country of import without landing on the means of transport. However, the buyer bears the costs and risks associated with import customs formalities, pays customs duties and other charges linked to the import of goods (INCOTERMS 2020 - DAP condition)
4. The buyer or designated carrier is required to acknowledge receipt of the goods in the delivery list / CMR.
5. The seller delivers the goods in the specified packing methods, other means of packaging only on the basis of a specific agreement with the seller:
 - 25 kg paper bags - the pallet (the bags are not taken back),
 - Big Bag - 1000kg per pallet (used bags are not taken back),
 - bulk 24 - 25 t (silo tank, dumper)
6. Danger of damage to the goods passes to the buyer at the time he takes delivery of the goods from the seller or fails to do so in time when the seller allows him to dispose of the goods and the buyer breaches the contract by not accepting the goods. If the seller is obliged under the agreement to deliver the goods to the carrier at a certain point for the carriage of the goods to the buyer, the purchaser passes the risk of damage to the goods by handing it to the carrier at that place.

7. The seller is entitled to deliver the goods to the buyer even in partial deliveries, which will be announced to the buyer in advance.

Article IV. Purchase price

1. The buyer is required to pay the purchase price determined by the unit price stated in the confirmed order and the quantity of goods delivered ascertained by the seller prior to loading the goods. In exceptional cases, if the buyer requests official or other custom weighing, this is done after the vendor has agreed and at the expense of the buyer.
2. Seller applies a proprietary right reservation so that the buyer acquires ownership until full payment of the purchase price of the delivered goods. In the event of non-payment of the purchase price within the due date, the seller is entitled to take delivery of the goods at the expense of the buyer.
3. Packaging - a bag, a big bag, is charged and the seller is billed according to a confirmed order. Packaging - The pallet is not part of the purchase price and is charged separately to the buyer.

Article V. Terms of payment

1. The buyer will pay the purchase price by bank transfer on the basis of an invoice issued by the seller. The invoice will be issued on the day of delivery and sent to the buyer within three days of its delivery. The invoice is due **14 days** after its issue, unless otherwise agreed in writing between the parties.
2. If an interested party is interested in delivering goods to a seller who has not delivered the goods so far, the seller may require that the purchase price be paid in advance on the basis of an advance invoice for a number of deliveries of goods that are appropriate from the point of view of commercial caution according to the quantity of goods taken or delivery frequency.
3. The amount of the value added tax on the supply of goods will be charged according to the valid Act of the SR No 222/2004 Coll. on value added tax. The purchase price is considered to be paid by crediting the funds to the bank account of the seller.
4. In the event of a buyer delaying the purchase price, the Seller is entitled to charge the Buyer **interest for late payment of 0.07% for each day of delay from the unpaid amount.**
5. By default of the Buyer, in addition to the right to default interest, the seller is also entitled to a lump-sum reimbursement of the costs associated with the claim, without the need for a special notice under § 369c 1 of the Commercial Code (currently 40 Euros irrespective of the length of the delay).
6. In the event of exceptional circumstances of a contractual relationship, the seller may provide the purchaser with a discount on the purchase price, its height must be agreed in writing between the buyer and the seller. The seller shall provide the buyer with an agreed discount on the purchase price for the given calendar year at the end of the calendar year, whose purchase price was paid within the due date. The discount on the purchase price shall be provided by the seller in the form of a credit note or in the value of the agreed material. The amount resulting from the credit note is the seller entitled to set off with his claim against the buyer.

Article VI. Warranty period

1. The warranty period for the goods delivered by the seller is 2 years.
2. The warranty period shall run from the date of manufacture which appears on the packaging of the goods or which appears in the accompanying documentation of the goods.
3. The warranty period is granted for qualitative characteristics of the goods provided that the buyer complies with the conditions of storage of goods for the given type of goods during the warranty period and the goods will not be in contact with any other material or substance.
4. Seller is not responsible for damage or degradation of goods during transportation.

Article VII. Application of defects

- 1. The buyer is obliged to notify the seller in writing of any defects of the goods immediately after the delivery of the goods or after having been able to find the defect with professional care.** The buyer is obliged to state in the complaint when the goods were delivered and to specify the delivery note, the defect of the goods, the exact cause of the defect and the difference from the ordered goods, the quantity of the goods claimed, the proof of the defect (serious ticket, photograph, sample, etc.) The declaration must be signed by a person authorized to act for the buyer.
2. Complaints on the quantity of goods must be made immediately upon receipt of the goods by the buyer and must be evidenced by a serious certificate of certified weight. The serious ticket made by the seller for goods, which corresponds to the quantity of the ordered goods, confirms to the seller the perfect delivery of the goods.
3. Claims relating to damage to packaging or goods must be documented by photographing the goods still contained in the transport vehicle in order to make clear that the packaging or goods have not been damaged in the purchaser's premises or by the purchaser's handling.
4. Solving the complaint of the quality of the goods and taking samples of the goods claimed shall take place in the presence of both Contracting Parties. The buyer is obliged to take a sample of at least 500 grams and send it to the seller for laboratory analysis to verify the quality. After the delivery of the samples, the seller compares the taken sample with his reference sample. If there is a discrepancy between the outcome of the seller and the buyer's analysis, both parties will agree on a test that performs the analysis. The test results will be considered by the parties as the final settlement of the complaint. The costs associated with the claim and payment of the analyses will be borne by the party in which the complaint is resolved.

Article VIII. Other provisions

1. The individual contractual relationships of the seller and the buyer are governed by these general terms and conditions. Where the parties have entered into a written agreement, the provisions thereof shall prevail over the provisions of these GBTC
2. Legal relationships between the seller and the buyer are governed by the provisions of Section § 409 and the Commercial Code, the related provisions of the Civil Code as well as other legal regulations in force in the Slovak Republic.
3. The foregoing General Terms and Conditions of Business and Shipping are in their entirety replaced by these General Terms and Conditions with effect from 14.3.2023.

For the company VSK PRO – ZEO s.r.o.

Ing. Matej Rosiar, Proxy holder

VSK PRO - ZEO s. r. o.
Južná trieda 125 (4)
040 01 Košice
Prevádzka: Lom Kučín
IČO: 3164046, IČ DPH: SK 2021830668

The buyer:

I agree with the above General Terms and Conditions that apply to all business relationships between Buyer and VSK PRO - ZEO s. r. o.

Date 14.3.2023

Signature..... Stamp.....