

General Terms and Conditions

1. Terms of Contract

1.1 These general terms and conditions for sale and other terms of contract of ENVitech s.r.o., company ID: 31 413 498, are of exclusive force. Incompatible and different Customer's conditions will not be considered until validity of such conditions is confirmed in writing by ENVitech s.r.o. as the Supplier.

1.2 All orders, agreements, amendments to them and other related declared changes, made by phone or orally in exceptional cases, become obligatory upon the moment of written confirmation by the Supplier's authorised person responsible for signing contracts. An E-mail form is also understood a written form.

2. A Method and Scope of Performance

2.1 Prices are shown in EUR exclusive VAT. The prices shown in pricelists are valid till the date indicated and they are intended for an end user.

2.2 The prices are Ex Works Trenčín. If not stated in confirmation of an order otherwise, the price does not include work and the Customer shall pay any other costs related to transport, postage and insurance.

2.3 If not specified in a pricelist or quotation otherwise, a delivery period is 6 (six) weeks.

2.4 If not stated in a quotation otherwise, a 12-month warranty period starting from the delivery date applies to products. ENVitech s.r.o. declares that the goods delivered by it are in compliance with all relevant specifications and they are without defects in material or work during the aforementioned warranty period.

3. Changes in Delivery Conditions of the Goods and Providing Services

3.1 The Customer may ask for changes in terms and conditions applying to delivery of the goods and provision of the services within the Supplier's operating capabilities; however, the Supplier shall agree with such changes and the Supplier will assess them correspondingly; if the Supplier does not agree with such changes, previously agreed terms and conditions apply.

3.2 If materials for calculation of a price for the agreed goods or services change due to changes in conditions of the goods delivered or services provided, the Supplier reserves the right for modification of prices due to such changes. If a change in delivery conditions for the goods or services affects other terms and conditions, first of all a final date of delivery, such fact will be taken into account.

4. Documentation

4.1 The Customer shall provide the Supplier documentation necessary for signing a contract free of charge and in time unless such documentation is available to the public.

4.2 The Supplier shall procure technical documentation and specifications available to the public without the right for remuneration.

4.3 If not agreed otherwise, the Contract Parties may archive, copy and use the documentation for the purposes of performance of contract.

5. Industrial property Rights and Copyright

5.1 Both the Contract Parties agree to consider all business secrets and commercial and technical knowledge concerning the subject deal not available to the public and revealed to them during mutual business negotiations confidential.

5.2 Copyright, design and other rights for design and manufacture of the goods supplied by the Supplier are and they will remain the property of the Supplier or its subcontractors and none of the rights will be transferred to the Customer's property.

6. Obstacles in Performance and Suspension of Performance

6.1 If the Supplier is prevented from performance of work resulting in failure to meet the final delivery date, the Supplier shall notify the Customer about the fact and propose the Customer a new final delivery date as soon as possible without additional sanctions.

6.2 The delivery date can be extended reasonably if the Supplier's failure is caused by Force Majeure, other circumstances out of the Supplier's responsibility, strikes, or permitted protests by employees. The same applies if subcontractors and other subjects are prevented from performance in the same way.

6.3 Immediately, when the circumstances preventing from performance cease to exist, the Supplier will resume performance without any unreasonable delay, whereas the Supplier shall inform the Customer about the fact.

7. Delivery and Transport

7.1 If the Customer pays transport costs separately, the Supplier shall assess them separately.

7.2 Every consignment shall contain a dispatch note. Dispatch notes for the goods delivered separately in a form of partial deliveries will be numbered in a sequence.

7.3 A delivery note and also a dispatch note, if agreed separately, will contain: date and number of a written order, number and date of issuance of a delivery note and all information on a consignment type, size and price together with serial numbers of items shown in a written order and a number of the invoice to which the delivery note is related with a reference to these General Terms and Conditions.

8. The Supplier's Delayed Performance and Default

8.1 In the case of the Supplier's delayed performance and default, statutory provisions apply, if not stated otherwise.

8.2 If the Supplier is responsible for delayed performance or default, its responsibility for damages does not cover additional expenses incurred to the Customer due to substitute goods including unexpected costs and all interest rate burdens.

9. Cancellation of Contract by the Customer

9.1 In a case of withdrawal from the contract, payments for the goods delivered and the services provided, if the Customer uses them, will be settled based on agreed prices or as a percentage of the whole volume of the agreed goods and services based on agreed prices. Non-used goods and services will be returned back to the Supplier on the Customer's costs.

10. The Customer's Delayed Performance or Default, Cancellation of Contract by the Supplier

10.1 In both cases of the Customer's delayed performance or default, either as a debtor or a creditor, statutory provisions apply, if not stated otherwise.

10.2 If payment obligations are of concern, the Customer is delayed after expiration of an agreed period of maturity.

10.3 If the Customer fails to meet any of contractual obligations, the Supplier may provide the Customer a reasonable grace period to meet the required obligations provided that the Supplier reserves the right for immediate withdrawal from the Contract if the Customer fails to meet its obligations by the defined date.

In a case of withdrawal from the Contract, payments for the goods delivered and the services provided will be settled based on agreed prices. The Supplier is authorised to request reasonable reimbursement, including compensation for a loss of profit, and the Contractual Penalty.

11. Responsibility for Product Quality

11.1 If the Supplier is responsible for damages related to product quality, the Customer shall inform the Supplier about making such claims without any delay within 3 (three) days, the responsibility ceases to exist otherwise.

12. The Contractual Penalty

12.1 The Contractual Penalty may be agreed between the Contract Parties for the breach of obligations resulting from the signed Contract, i.e. showing it either in the Contract or in a delivery note.

12.2 Application of the Contractual Penalty does not exclude making claims for compensation for damages.

12.3 The Contractual Penalty will be determined with respect to the value and importance of the obligation of concern.

13. Ownership Reservation

13.1 The goods delivered are the Supplier's property until the full invoiced amount is paid.

13.2 The Customer must not sell the delivered goods or manipulate with them otherwise, including disposal thereof, until the full invoiced amount is paid.

14. Transfer of a Risk of Damage to the Goods/Responsibility for Discrepancies of the Goods

14.1 A risk of damage to the goods is transferred to the Customer after taking the delivery over and, if not agreed otherwise, the transfer of a risk of damage to the goods is governed by statutory provisions.

If delivery of finished products or services is delayed due to the Customer's failure (it exceeds the date shown in the Contract) and if another delivery date is not specified, the Customer assumes the risk of damage to the goods for the whole period of delay of the delivery.

14.2 Written confirmation of taking the goods over by a delivery note is considered acceptance. In a case of non-substantial breach of the Contract by delivery of the goods with discrepancies, the Customer may request either delivery of missing goods and remedy of other defects of the goods or a purchase price discount. The Supplier will make a decision on a specific method of remedy.

14.3 In a case of substantial breach of the Contract by delivery of the goods with discrepancies, the Customer may:

- Request remedy of discrepancies by delivery of substitute goods in exchange for the faulty goods, delivery of missing goods, and request remedy of discrepancies;

- Request remedy of discrepancies by repair of the goods, if they are repairable;
- Request a reasonable purchase price discount;
- Withdraw from the Contract.

The Supplier makes a decision on a specific method of remedy.

14.4 If not stated otherwise, the moment of taking the goods over by the Customer is considered acceptance and the moment of signing a protocol on providing the service is considered acceptance for the services.

14.5 The abovementioned provisions also apply for acceptance of a part of the goods or services.

14.6 The goods will be accepted in a delivery destination, if another acceptance procedure was not agreed upon.

14.7 The Customer shall inspect the goods for discrepancies and inform the Supplier about them, if any, without any unreasonable delay.

15. Warranty and a Warranty Period

15.1 If not agreed otherwise, the Supplier warrants that the goods or services will be suitable for use for the agreed purpose, common purpose otherwise, (in a perfect condition and they will serve their purpose) for a period of 12 (twelve) months from the moment of transfer of a risk of damage to the goods to the Customer or acceptance of the goods by the Customer. The warranty period will be extended for such a period of time when the faulty goods or services could not be used in accordance with contractual conditions and due to the Supplier's failure. However, the extended warranty period must not be longer than the original one. The aforementioned warranty does not apply to damages caused by improper installation (installation not provided by the company), maintenance, fire, effect of other external factors, negligence, improper use or actions which are not in compliance with the training and instructions provided by ENVitech s.r.o. The aforementioned warranty does not apply to consumables, but it only applies to replacement or repair of the goods within the original warranty period.

The Customer shall inform the Supplier on such discrepancies without any unreasonable delay and in writing.

15.2 The place of performance of the warranty: ENVitech s.r.o., Janka Kráľa 16, 911 01 Trenčín, Slovakia.

15.3 If a discrepancy occurs during the warranty period, the Customer has the right to request either remedy of the discrepancy within reasonable time or replacement of the goods or services or request purchase price discount, respectively. The Supplier will make a decision on a specific method of repair.

15.4 The ENVitech s.r.o. General Warranty Conditions deal with warranty conditions in more detail.

16. Invoicing

16.1 The Supplier charges prices for its goods and services in a provable way. For the purpose, the Supplier will prepare an invoice in which:

- Goods delivered or services provided will be specified according to the text and information shown for individual items in a written order by items and their quantity;
- Other contractual conditions applying to payment conditions (invoicing forms) will also be met, if necessary;
- Type and scope of performance will be documented through standard documents.

16.2 An invoice (a tax document) will be issued to the address shown in an order. An invoice (a tax document) can be issued on a day of accomplishing taxable fulfilment at the soonest and no later than 15 (fifteen) days from the day of accomplishing thereof.

17. Payment

17.1 An invoice will be paid only after the end of contractual performance. A maturity period starts on the first day after issuance of an invoice, if not agreed otherwise.

17.2 A period of maturity of invoices is 14 (fourteen) calendar days, if not agreed otherwise. The day when an account was credited is decisive to determine if payment was made in time.

17.3 The Supplier's claims against the Customer may be transferred to a third party without the Customer's consent; further transfer of claims to new creditors is not excluded.

17.4 Its accessories and all rights related to it are transferred with a transferred claim.

17.5 The Customer shall send the Supplier confirmation of receipt of a note on transfer of claims.

17.6 Statutory provisions apply to transfer of claims, if not agreed otherwise.

18. Jurisdiction, Language and Disputes

18.1 The Contract Parties comply with corresponding provisions of the Commercial Code and other legal regulations current in the Slovak Republic. The United Nations Convention on Contracts for the International Sale of Goods dated on April 11, 1980 does not apply. The Slovak language is a language for contracts and negotiations.

18.2 The Contract Parties will solve disputes arising out of the Contract first of all by mutual negotiations. If agreement is not achieved in disputable issues, they will be



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settled by a court, if not agreed in the Contract otherwise (i. g. arbitration).
Jurisdiction of a court will be governed by current provisions of the Civil Procedure Code.

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