
General Commercial, Delivery and Payment Terms

Valid from May 1st, 2011

1. Validity of terms

1.1. All contracts, price offers, deliveries and other services provided by Sylex, s.r.o. (hereinafter only the "supplier") are resulting from these General Commercial Terms. Should our General Commercial Terms change, they shall become valid as soon as they will be received by the client for the first time; however, not later than on the day of receipt of the last delivery.

1.2. Contradictory provisions or client's commercial terms departing from our General Commercial Terms and other arrangements shall be accepted subject to our written confirmation.

1.3. The client is not authorized to transfer its rights and obligations to a third person without our previous written consent.

2. Conclusion of contracts

2.1. All agreements and arrangements shall become binding only upon written or electronic confirmation of an order.

2.2. The supplier reserves the right to make technical changes and improvements to the products delivered by us.

3. Supplements, amendments, cancellations and other agreements

3.1. Supplements, amendments, cancellations and other oral agreements require written or electronic confirmation to become valid.

4. Delivery of goods

4.1 Data included in an order confirmation are crucial for delivery of goods. Goods can be delivered as follows:

- in person at the seat of our company in Bratislava
- by currier service (UPS, TNT, FedEx etc.)

4.2. The supplier reserves the ownership right or copyright for technical solutions, schematic images, drawing documentation and other descriptions and depicting materials. They cannot be copied and must be returned immediately upon request.

5. Delivery date

5.1. Each delivery date must be specified in an order confirmation.

5.2. The delivery period shall start on the day following the day of an order confirmation.

5.3. In case the supplier cannot observe the delivery date due to Force Majeure (natural disasters, long-term electricity failures, strikes etc.) or interruption in operation ordered by authorities, the delivery date shall be suspended in a corresponding way. If it is possible, the supplier is obliged to inform the client about the delay.

5.4. The client is authorized to withdraw from its obligations, should the supplier be in delay with the meeting of the delivery date for more than 30 calendar days.

6. Price

6.1. The prices of the supplier shall be in general governed by a price offer valid at the time of delivery ordering.

6.2. Unless stipulated otherwise, the price shall be specified in EUR excluding VAT, ExWorks Sylex.

6.3. Minimal value of order is 200 EUR. Unless explicitly determined otherwise, in case of smaller orders the supplier will charge manipulation fee 20 EUR.

6.4. Based on agreement with a supplier's representative, it is possible to set special price terms for a specific order. The price must be confirmed in writing or by electronic means by both contracting parties.

7. Payment terms

7.1. Unless stipulated otherwise, the payment shall be made by transfer order on the basis of a tax document subject to a maturity period of 30 calendar days net.

7.2. Based on agreement with a supplier's representative, it is possible to set other maturity period for a specific order. The maturity period must be confirmed in writing or by electronic means by both contracting parties.

7.3. Unless explicitly determined otherwise, the supplier can charge interests in the amount of 0.1% from the total purchase price for each day of delay.

8. Transfer of ownership rights

8.1. The subject of delivery shall remain in the ownership of Sylex s.r.o. until the complete payment of the purchase price or payment of other receivables (bank expenditures, interests, rent for storing the goods etc.) by the client.

8.2. Should improper conduct by the client in connection with our General Commercial Terms or delay in payments occur, the supplier is authorized to require the return of the subject of delivery subject to a previous request and the client is obliged to hand over the subject of delivery to the supplier pursuant to the transfer of ownership rights.

9. Complaint proceedings and guarantees

9.1. The complaint proceedings are specified in detail at a web page of Sylex:

http://www.sylex.sk/fileadmin/user_upload/Documents/Compliant%20rules.pdf

9.2. Unless stipulated otherwise, all products delivered by us are covered by a guarantee period of 24 months, starting from the day of acceptance of the subject of delivery.

10. Information protection

10.1. The client is obliged to maintain confidentiality in respect of all information learnt in course of a business case and not to disclose such information to third parties. The client is obliged to treat all business and technical materials as confidential.

11. Final provisions

11.1. All other provisions and rights and obligations not regulated by the General Commercial Terms shall be governed by the generally binding legal regulations of the SR, in particular, by the Act No. 513/1991 Coll., Commercial Code, as amended.

Created: Peter Lowy, 18.04.2011

Actual version available:

http://www.sylex.sk/fileadmin/user_upload/Documents/General%20Commercial%20Delivery%20and%20Payment%20Terms%202011.pdf