

## **General terms and conditions**

### 1. scope of application

1.1 The following terms and conditions shall apply exclusively to offers, orders, services of any kind and orders, and these shall also apply as an integral part of all contracts between MANARA and the respective contractual partners.

1.2 Should the following conditions be waived, this must be done in written way.

1.3 Upon conclusion of the contract, the following terms and conditions shall be accepted by the contractual partner without any restriction. Any objections to the General Terms and Conditions of the contractual partner shall be irrelevant in relation to the contract concluded.

### 2. conclusion of contract

2.1 Offers, orders, order confirmations as well as collateral agreements require the written form as well as the company signature of the authorised representative for their binding force.

2.2 Unclear and unclear declarations are to the detriment of those who have used them. Excluded from this are, of course, obvious spelling and calculation errors.

2.3 For a contract to come into being, it is in any case necessary that either MANARA or the contractual partner confirms the respective offer or the respective written order in writing within a period of 14 days.

2.4 In the event of fruitless expiry of the period stipulated under Item 2.3, neither MANARA nor the contractual partner shall be bound by the offer or order unless otherwise agreed in writing. A separate revocation is not necessary in this case.

2.5 Any changes to the subject matter of the contract shall require a separate written agreement.

### 3. prices

3.1 The prices stated in the Supplier's quotation shall apply subject to the proviso that the order data on which the quotation is based (such as quantity, number of items, quality, raw materials, etc.) remain unchanged, but at the latest six (6) months after receipt of the quotation by the Customer in the absence of a written and express deadline to the contrary in the quotation. Price changes due to changes in order data as well as raw materials and supplies shall be charged on in the same proportion.

3.2 In the case of orders with delivery to third parties, the customer shall be deemed to be the customer unless otherwise expressly agreed.

3.3 The agreed prices are FCA and exclusive of shipping costs, (other) fees, taxes and in particular sales tax. The contrary requires a separate written agreement.

3.4 Subsequent changes requested by the customer must also be made in writing and will be charged to the customer including the resulting machine downtime and other necessary expenses.

3.5 Any commissioned preparatory work shall be invoiced separately to the customer.

### 4. payment

4.1 In the absence of a written agreement to the contrary, payment shall be made within 5 days of the invoice date, without any deduction and strictly net. Any discount agreement does not apply to freight, postage, insurance or other shipping costs. The invoice shall be issued on the day of delivery, partial delivery or readiness for delivery (debt to be collected, default of acceptance).

4.2 The acceptance of bills of exchange on account of payment requires a separate written agreement.

4.3 In the case of extraordinary advance performance, appropriate advance payment can be agreed and demanded.

4.4 In the case of larger orders, interim invoices may be issued and partial payments demanded, depending on the work involved.

4.5 The customer may only offset against a claim that has been established as legally binding.

4.6 A customer shall not be entitled to rights of retention.

4.7 If the fulfilment of the payment claim is endangered due to a deterioration in the financial circumstances of the customer known after conclusion of the contract, the contractor may demand advance payment or payment for the services rendered up to that point, retain goods not yet delivered and stop further work. The Contractor shall also be entitled to these rights if the Customer is in default of payment for deliveries based on the same legal relationship. If goods have already been handed over and if the Customer is in default of payment, the Customer shall be obliged to make these visible to third parties as reserved goods and to mark them accordingly.

4.8 In the event of late payment, interest on arrears shall be payable at the rate of 9% above the respective base interest rate of the National Bank of Slovakia, calculated from the invoice date. The assertion of further default damages remains unaffected thereby. In the event of default in payment, the contractor shall also be entitled to demand payment of all claims arising from the entire business relationship.

## 5. delivery

5.1 If the Contractor has undertaken to dispatch the goods on the basis of a separate written agreement, he shall, at his own discretion, take the necessary care on behalf of the Customer, but shall only be liable for intent and gross negligence. The risk shall pass to the Customer as soon as the consignment has been handed over to the person carrying out the transport. In the event of default in acceptance by the customer, the latter shall be solely liable for any adverse consequences, in particular for storage costs. If packaging is required, it shall be in accordance with standard commercial practice.

5.2 Delivery dates are only valid if expressly confirmed by the contractor. If the contract is concluded in writing, confirmation of the delivery date must also be in writing. Exceptional, incalculable circumstances (crises, catastrophes, etc.) as well as circumstances which are solely on the part of the Customer release the Contractor from the delivery date without influence on the agreed remuneration for work and services.

5.3 If the contractor is in default, he must first be granted a reasonable grace period. If the grace period expires without result, the customer may withdraw from the contract.

5.4 Operational disruptions - both in the contractor's company and in that of a supplier - in particular strikes, lockouts and all other cases of force majeure, do not entitle the customer to terminate the relationship.

5.5 The contractor is entitled to a right of retention in accordance with §369 of the German Commercial Code (HGB) for items delivered or provided by the customer (documents, sketches, drawings, raw materials, etc.) until all due claims arising from the business relationship have been settled in full.

## 6. retention of title

6.1 The goods generally remain the property of the contractor until full payment of the purchase price or remuneration for work has been made.

6.2 The delivered goods shall remain the property of the contractor until complete payment of all claims of the contractor against the customer existing and due on the invoice date. The Customer shall only be entitled to resell the goods in the ordinary course of business. Should the Customer make a resale contrary to the agreement, he shall at the same time assign his claims from the resale to the Contractor and hereby accept the assignment. In the event of default in payment at the latest, the Customer shall be obliged to name the person who is the beneficiary of the resale (name and address including date of assignment).

6.3 In the case of processing or treatment of goods supplied by the Customer and owned by the Customer, the Contractor shall be regarded as the manufacturer and shall retain title to the products at all times during processing. If third parties are involved in the treatment or processing, the contractor shall be limited to a proportionate co-ownership share in the amount of the invoice value of the reserved goods. The property thus acquired shall also be deemed reserved property.

6.4 The Customer shall be liable for any other costs, damages or other disadvantages, in particular in connection with the unjustified resale.

## 7. warranty

7.1 The customer shall in any case check the contractual conformity of the delivered goods as well as the preliminary and intermediate products sent for correction immediately, in any case within 3 days.

7.2 Notifications of defects shall be made immediately, in any case only within one week of receipt of the goods and also within the same period (calculated from receipt). Hidden defects, which cannot be found after immediate inspection, must be claimed under the statutory warranty, but must also be reported immediately. The client must describe the defects precisely.

7.3 In the case of justified defects, the Contractor shall be obliged, at his discretion and to the exclusion of other claims, to remedy the defect and/or deliver a replacement up to the amount of the order value, unless a warranted characteristic is missing or the Contractor or his vicarious agent is guilty of intent or gross negligence. The same shall apply in the event of a justified complaint regarding the rectification of defects or replacement delivery.

7.4 Defects in part of the delivered goods shall not entitle the customer to complain about the entire delivery unless the partial delivery is of no interest to the customer.

7.5 Unless otherwise expressly agreed in writing, the Contractor shall not be obliged to inspect deliveries of any kind via the Customer or through a third party engaged by the Customer.

7.6 Excess or short deliveries of up to 10% of the ordered circulation cannot be objected to. The quantity delivered shall be invoiced.

7.7 In the event of improper use, which is based on any drawings, sketches, any prototype, models, calculations or other product descriptions that may have been made, any liability and warranty on the part of the Contractor shall be excluded.

7.8 In other cases the statutory warranty regulations shall apply.

## 8. liability

8.1 The Contractor shall only be liable to the extent that the damage was caused by wilful or grossly negligent action.

8.2 Otherwise, the liability of the contractor in the event of negligence shall apply in accordance with the following provisions:

~ Claims for damages due to consequential damages, positive breach of contract, culpa in contrahendo and tort are excluded.

~ If the order involves contract processing work, the contractor shall not be liable for the resulting impairment of the product to be processed or further processed.

~ Claims for damages due to impossibility and delay are limited to the amount of the contract value (own performance excluding advance performance).

8.3 The above limitations of liability shall apply to the same extent to the contractor's vicarious agents.

8.4 In commercial dealings, the contractor shall only be liable for damages caused by intentional or grossly negligent acts.

## 9. surrender of intermediate products

9.1 The intermediate products manufactured or processed by the contractor to produce the contractual product shall remain the property of the contractor until payment has been made, even if they are invoiced separately, and shall not be returned unless otherwise agreed in writing, unless another order has been placed.

## 10. archiving

10.1 Data and data carriers as well as other intermediate products shall only be stored beyond the delivery date after prior express agreement and against special remuneration. In the event of archiving, the contractor shall only be liable for intent and gross negligence.

10.2 The above-mentioned items, insofar as they have been made available by the Customer, shall be treated with care until the delivery date. The contractor shall only be liable for damages in the event of intent and gross negligence.

10.3 If the above-mentioned objects are to be insured, the Customer shall procure the insurance itself.

10.4 The client also agrees that his data may be stored, processed and archived for reasons of business processing.

11. periodic work

11.1 Contracts for regularly recurring work may be terminated with three months' notice to the end of the calendar quarter.

12. industrial property rights/copyright/other property rights of third parties

12.1 The client shall be solely liable if the execution of his order infringes the rights of third parties, including copyrights and commercial rights. The Customer undertakes to indemnify and hold the Contractor harmless from and against all claims by third parties in this respect.

13 Place of performance, applicable law, place of jurisdiction

13.1 The place of performance for both the delivery and the payment shall be the registered office of MANARA in Myjava - Slovakia.

13.2 The present General Terms and Conditions as well as all business and legal relations of MANARA with contractual partners shall be governed exclusively by Slovak law, with the exception of those conflict-of-law rules which refer to the law of other countries and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.3 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the respective business and legal relationships between MANARA and its contractual partners shall be Bratislava.

14. entry into force, miscellaneous

14.1 The present General Terms and Conditions shall come into force on 01.01.2019 and shall apply to all legal transactions concluded from that date.

14.2 Should individual provisions of these General Terms and Conditions be ineffective, invalid, illegal or unenforceable, this shall have no effect whatsoever on the validity of the other provisions. In the event of the invalidity of a provision, the contracting parties shall replace it with a provision that comes as close as possible to the teleology of the same. If no agreement can be reached, the applicable Slovak law shall apply subsidiarily.