

Please fill in the gaps / yellow fields.

# Annex No. 1 to order/contract from the date: .....2021, order/contract No: .....

# Further arrangements for sale of goods under DAP Incoterms 2010

1. Buyer´s VAT identification number is ....
2. The Buyer is obliged to confirm the relevant CIM or CMR documentation at the place of unloading and hand over the signed original counterpart to the carrier.
3. The Seller shall not be obliged to deliver the goods to the Buyer in case the country of the place of unloading is different from the country which assigned the VAT identification number to the Buyer stated in Section 1., unless the Buyer notifies the Seller in advance that the delivery of goods is a triangular transaction in accordance with Article 141 Council Directive 2006/112/EC on the Common System of VAT.
4. The Buyer is obliged to make a statement according to the following sentence truthfully. The Buyer declares that its VAT identification number stated in Section 1. is valid. Contracting parties agreed that the declaration of the previous sentence shall be held true any time during the validity of the Contract.
5. If such declaration shall become false, invalid or incomplete anytime throughout the duration of the Contract (i.e. if the VAT identification number of the Buyer stated in Section 1 becomes invalid), the Buyer shall inform the Seller without undue delay.
6. The Buyer acknowledges that from the moment its VAT identification number stated in Section 1. becomes invalid, the Seller is obliged to add VAT to the purchase price of the goods in accordance with the valid and effective legislation of the Slovak Republic and the Buyer undertakes to pay the VAT. The Buyer at the same time undertakes to reimburse to the Seller any damages which arose on the side of the Seller in consequence of the breach of the Buyer’s obligation in accordance with Section 4., including any compensation for expenses of the Seller spent due to the invalidity of the VAT identification number of the Buyer (particularly the expenses on disbursed penalties of relevant tax authority, services of tax, accounting or other advisors and other expenses in relation with the correction of the amount of tax paid by the Seller in accordance with the valid and effective legislation of the Slovak Republic).
7. If the Buyer breaches the obligation stated in Section 4., the Buyer undertakes to pay a contractual penalty equal to the amount of the VAT resulting from generally binding legislation at the time of delivery of the goods determined from the total purchase price of the goods at the time when the Buyer was not registered for VAT. The parties agreed that the right to payment of a contractual penalty is not affected by the Seller's right to damages reimbursement in its entirety (and hence the damage exceeding the contractual penalty) resulting from breach of the Buyer's obligation secured by a contractual penalty.

In ......... on..........

