

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 FCA Incoterms 2010

1. Buyer´s VAT identification number is ………….
2. The Buyer is obliged to announce to the Seller the place of unloading (at least by identifying the country of unloading) as well as the identity of the carrier or information on the transport of goods by the Buyer's own vehicles before the start of transport at the latest.
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 the goods is a triangular transaction in accordance with the Article 141 of the Council Directive 2006/112/EC on the Common System of VAT.
4. The Buyer shall arrange for transport of the goods and declares that the transport is conducted at its own expense and on its own account or by its own vehicles on its own account.
5. The Buyer declares that the goods will not be resold (i.e. transfer of legal and economic ownership) immediately within the territory of Slovak republic.
6. The Buyer is obliged to confirm or secure the relevant CIM or CMR documentation at the place of unloading and deliver the signed original counterpart together with the original counterpart of the delivery note back to the Seller without undue delay, the latest within 8 days from the date of delivery of product. The Buyer is also obliged to confirm the document “Confirmation of transport of goods arranged and goods receipt by the customer” as enclosed to the Contract and deliver the signed original document back to the Seller without undue delay, the latest by the 10th day of the month following the month of the delivery of goods. In case the Buyer delivers the goods with its own vehicles, the CIM or CMR documentations shall be replaced by a “Confirmation of goods receipt by the customer or a person authorized by the customer” as enclosed to the Contract.
7. If the Buyer breaches its obligation to deliver the relevant documentation within time limit stated in Section 6., the Seller has the right to suspend the deliveries without warning until all such documentation is delivered in order to the Seller. In case of suspended deliveries, the Buyer shall lose its right to take the goods and in consequence the total amount of goods under the Contract shall be reduced by the amount not taken due to suspension, while the Seller may also withdraw from the Contract. The breach of the Buyer's obligations and responsibilities stated in Sections 4.,5.,6.,8. and 9. is considered to be significant.
8. 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.



1. 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 becomes invalid), the Buyer shall inform the Seller without undue delay.
2. 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 8., 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).
3. The Parties agreed to apply Section 10. also in case that the Buyer is in delay with the delivery of documents pursuant to Section 6. or the Buyer´s declaration in Section 4 or Section 5. is false, and the Seller, therefore was obliged to add VAT to the purchase price of goods in accordance with the valid and effective legislation of the Slovak Republic.
4. If the Buyer breaches the obligation stated in the Section 4., 5., 6. or 8., 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 to which the breach of Buyer´s obligation relate. 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.
5. The contracting parties declare that if the Buyer orders goods under a VAT identification number issued in EU Member State other than the Slovak Republic, the goods leave the territory of the Slovak Republic and the goods are at the same time transported by the Buyer, the supply of goods is considered as a intra-Community transaction pursuant to Council Directive 2006 / 112 / EC of 28 November 2006 on the common system of value added and is exempt from VAT in accordance with Act No. 222/2004 Coll. on value added tax as amended.

In ..................., on ………………….

