**General Terms and Conditions**

**of the company Stercorat SLOVAKIA, s. r. o.**

**for deliveries of ammonium thiosulfate solution**

**Preamble**

1. The subject of this General Terms and Conditions of the company Stercorat SLOVAKIA, s. r. o.for deliveries of the ammonium thiosulfate solution (hereinafter only the „GTaC“) is the arrangement of the relations originating from each purchase contract, the subject of which is the delivery of ammonium thiosulfate solution concluded between the company Stercorat SLOVAKIA, s. r. o., with its registered seat at Vlčie hrdlo 1, 821 07 Bratislava, Slovak Republic, identification number 53 230 337, registered by the Commercial register of District Court for Bratislava I, Section Sro, File No. 147254/B, as the Seller and another legal entity or natural person as the Buyer (hereinafter only the “Contract”).
2. The specification of the ammonium thiosulfate solution (ATS) including its qualitative parameters is included in Annex No. 1 to this GTaC (hereinafter only the „goods“).
3. Unless agreed otherwise in the Contract, it is considered that general terms and conditions included in the GTaC constitute an inseparable part of the Contract. In case of a discrepancy between the arrangements of the Contract and arrangements contained in the GTaC, the arrangements in the Contract shall prevail.
4. The GTaC are published and available in written form at the seat of the Seller and online on the home web site of the Seller www.stercorat.eu.

**Art. I**

**General business terms**

**for delivery of the goods**

 **1. Subject-matter of delivery**

 **1.1.** The Seller shall deliver to the Buyer the agreed goods and transfer to the Buyer the ownership title to such goods, and the Buyer shall cooperate as agreed herein, take delivery of the goods, and pay to the Seller the agreed purchase price.

 **1.2.** The Seller undertakes to deliver to the Buyer the goods

1. in the agreed quantity in accordance with the Contract considering the agreed variance in accordance with point 1.3.,
2. in quality according to the GTaC and respective legal regulation and considering the agreed variance in accordance with point 1.4.,
3. in the agreed time of delivery.

 **1.3.** The Seller is entitled to deliver the goods in the agreed quantity with agreed variance of +-5 % of the volume agreed in the Contract. In case of agreement of the delivery of goods in parts, the agreed variance according to the first sentence shall apply on every partial delivery. The purchase price shall be determined based on the actually delivered volume of goods.

 **1.4.** The Seller is entitled to deliver the goods in the agreed quality with agreed variance of +-2 % of the agreed concentration of goods. Delivery of goods in accordance with the agreed variance under the first sentence shall be considered as due delivery of goods and the Buyer shall be obliged to pay the agreed purchase price.

 **1.5.** In case the delivery is undertaken in Seller´s barrels or other storage devices of the Seller, the Buyer shall return such barrels or other storage devices to the Seller without any delay after delivery of the goods, clean and in proper condition.

 **2. Time of delivery, place of destination, terms of delivery**

 **2.1.** The Seller shall deliver the goods to the agreed place of destination and on the agreed date of delivery, as specified in the Contract.

 **2.2.** Shipping of the goods shall be provided in accordance with the delivery terms clause Incoterms®2020, as specified in the Contract.

 **2.3.** The Seller’s obligation to deliver the goods shall be met after the Seller places the goods, the respective invoice and original and copy of the delivery note at the disposal of the Buyer at the agreed place of destination, while the Buyer shall take over the goods and confirms the delivery of goods to the Seller on the delivery note.

 **2.4.** The Buyer shall perform all the tasks that are necessary according to the Contract along with the legal regulations in order for the Seller to deliver the goods to the Buyer. The Buyer shall take over the goods at the agreed place of destination.

 **2.5.** The Buyer is obliged to confirm the delivery of goods to the Seller on the delivery note. The original of the delivery note shall be left to the Buyer and one copy of the delivery note shall be for the Seller.

 **2.6.** The Seller undertakes to execute the sampling of goods from each individual supply. In case of due claims of the defects of goods applied by the Buyer, the samples taken in accordance with the first sentence shall be used for the purpose of quality assessment.

 **2.7.** The risk of damage to the goods shall be transferred to the Buyer always from the time the Buyer takes delivery of the goods, or if the Buyer does not perform on time, from the time the Seller enables the Buyer to load the goods and the Buyer breaches the Contract by not taking delivery of the goods.

 **2.8.** The Buyer shall acquire the ownership title to the goods upon the complete payment of the purchase price to the Seller (ownership title reservation).

 **3. Liability for defects**

 **3.1.** The Seller is liable for defects of the goods at the moment the risk of damage transfers to the Buyer.

**Art. II**

**Purchase price and terms of payment**

1. The Buyer shall pay to the Seller the agreed purchase price for the delivered goods. VAT prescribed by the respective legal regulation is not included in the agreed purchase price.
2. The purchase price excludes the costs of transportation of goods.
3. The Seller is entitled to be paid the purchase price from the moment of the delivery of the goods to the agreed place of destination, and for the goods delivered according to the delivery note confirmed by the Buyer.
4. The Seller undertakes to issue the invoice in compliance with the respective legal regulations and to deliver it to the Buyer. The invoice shall be due within 15 days from its issuance to the Buyer.
5. The Buyer’s financial obligation to pay to the Seller the purchase price by a bank transfer shall be deemed fulfilled after the amount of the financial obligation has been added to the Seller’s bank account.
6. The Parties have agreed that should the Buyer be in delay with the payment of any payment under the Contract, the Seller is entitled to the payment of the contractual penalty in the amount of 0,05 % from the owed sum for each even commenced day of delay.
7. The Parties have agreed that in case of a credit note is to be issued, it will be regarded as a financial settlement between the Parties and therefore shall not require correction of the tax base nor affect taxes paid for the previous financial year by any Party.

**Art. III**

# **Further arrangements for sale of goods under FCA Incoterms 2020**

1. Buyer´s VAT identification number is stated in the Contract.
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 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 point 1.
4. The Buyer shall arrange for transport of the goods and declares that the transport is conducted at its own expense or by its own vehicles.
5. The Buyer undertakes that the goods will not be resold (i.e. transfer of legal and economic ownership under respective tax regulation) immediately within the territory of Slovak republic.
6. The Buyer is obliged to confirm 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 goods. In case the Buyer transports the goods with its own vehicles, the CIM or CMR documentations shall be replaced by a filled out “Confirmation of Goods Receipt by the Buyer or a Person Authorised by the Buyer” as enclosed to the Contract.
7. If the Buyer breaches its obligation to deliver the relevant documentation within time limit stated in point 6., the Seller has the right to suspend the deliveries without warning until all such documentation is duly delivered to the Seller. In case of suspended deliveries, the Seller shall be entitled to withdraw from the Contract. The breach of the Buyer's obligations as stated in points 4., 5., 6. and 9. is considered to be significant.
8. The Buyer declares that its VAT identification number stated in point 1. is valid within duration of the Contract. The Parties acknowledge that the Buyer asked the Seller to rely upon veracity, completeness and correctness of declaration specified in first sentence when signing the Contract. The Seller undertakes to perform the conduct pursuant to the previous sentence as requested by the Buyer.
9. The Buyer undertakes to indemnify and hold the Seller harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranties specified in point 8. first sentence (indemnity clause), 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). In case of invalidity of the Buyer´s declaration stated in point 8. first sentence the Seller shall be entitled to withdraw from the Contract.
10. The Buyer acknowledges that from the moment its VAT identification number stated in point 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.
11. The Parties agreed to apply point 10. also in case that the Buyer is in delay with the delivery of documents pursuant to point 6. or in case of breach of the Buyer´s obligation according to point 5., due to which the Seller was obliged to add VAT to the purchase price of goods in accordance with the valid and effective legislation of the Slovak Republic.
12. If the Buyer breaches the obligation stated in point 4., 5. or 6. is breached or the declaration of the Buyer stated in point 8. first sentence is invalid, the Buyer undertakes to pay a contractual penalty equal to the amount of the VAT resulting from the legislation at the time of delivery of the goods determined from the total purchase price of the goods at the time when the Buyer respective obligation of the Buyer was breached of the declaration was invalid. The parties have agreed that in addition to paying the contractual penalty, the Buyer undertakes to reimburse the Seller for any damages that might be incurred by the Seller as a result of the breach of the respective Buyer’s obligations assumed under the first sentence.
13. The 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.

**Art. IV**

# **Further arrangements for sale of goods under DAP Incoterms 2020**

1. Buyer´s VAT identification number is stated in the Contract.
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 point 1.
4. The Buyer declares that its VAT identification number stated in point 1. is valid. The Parties acknowledge that the Buyer asked the Seller to rely upon veracity, completeness and correctness of declaration specified in first sentence when signing the Contract. The Seller undertakes to perform the conduct pursuant to the previous sentence as requested by the Buyer.
5. The Buyer undertakes to indemnify and hold the Seller harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranties specified in point 4. first sentence (indemnity clause), 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).
6. The Buyer acknowledges that from the moment its VAT identification number stated in point 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.
7. If the Buyer breaches the obligation stated in point 4., the Buyer undertakes to pay a contractual penalty equal to the amount of the VAT resulting from the 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 have agreed that in addition to paying the contractual penalty, the Buyer undertakes to reimburse the Seller for any damages that might be incurred by the Seller as a result of the breach of the respective Buyer’s obligations assumed under the first sentence.

**Art. V**

**Inspection of goods, claims of defects**

1. The Buyer undertakes to inspect, without any delay after delivery of the goods, the quantity and quality of goods. The Buyer is obliged to notify any defects of goods to the Seller without any delay after delivery of the product; in case of breach of obligation of notification of the defects within this period the goods shall be considered as delivered due.
2. The Parties have agreed that after discovering defects in the goods notified by the Buyer to the Seller in accordance with point 1., for which the Seller is liable for, the Seller shall, at its own discretion, deliver to the Buyer the substitute goods, deliver to the Buyer the remaining goods not delivered or reduce the purchase price.

**Art. VI**

**Other provisions**

1. The Parties undertake to cooperate as and when necessary in order to fulfil all assumed obligations and to inform each other of any circumstances and facts that might have an effect on the fulfilment of the terms of the Contract.
2. A party that breaches its obligation under the Contract is obliged to compensate for damage caused to the other party. The Parties have agreed that the liability of the Seller for all damages incurred in connection with the supply of the goods is limited to 5% of the purchase price for the goods under the Contract. The Seller is entitled to fulfil his obligation to compensate the Buyer for the damage by reduction of the purchase price. The Seller is not liable for any damage caused by the carriage or use of goods to third parties, or for lost profit caused by failure to deliver the goods.
3. The Buyer is obliged to use the goods only for the purpose which arises from the nature of the goods and in accordance with the relevant legislation.

**Art. VII**

**Confidentiality clause**

* 1. The Parties undertake to preserve confidentiality of the confidential information related to the Contract including its appendices or its amendments, as the case may be; this commitment of the Parties lasts during the duration of the contract and two years after its termination.
	2. For the purposes of the Contract, the confidential information covers any matters, information and data in relation to the Contract, its appendices, or in relation to the subject-matter (hereinafter referred to as the “confidential information”).
	3. The confidentiality obligation does not apply to

a) situations when the Party disclosed the confidential information subject to a prior written consent of the other Party,

b) situations when the Party is required by the laws to provide the confidential information. The aggrieved Party undertakes to inform the other party in reasonable advance on the origin of its obligation to provide confidential information according to the laws and on the manner and the range of the fulfilment of such obligation,

c) situations where the Party used the confidential information in court, arbitral, administrative and other proceedings regarding rights and duties arisen under the Contract or in connection therewith.

**4.** The Parties undertake not to further disclose the confidential information to third parties without the prior written consent of the other party and not to allow access of third parties to the confidential information. The third parties shall exclude the members of the bodies of the Parties, employees or other assigned persons of the Parties, especially auditors or legal and other advisors of the Parties, who are bound with regard to the confidential information disclosed to them by the obligation of non-disclosure under the law, and also any other persons, if it is necessary for the purpose of fulfilment of obligations and execution of rights from the Contract.

**Art. VIII**

**Contractual penalties**

The Parties have agreed that the obligation of the Party to pay the contractual penalty is conditioned by the written appeal of the entitled Party to pay the penalty. The obligation is due in a period set in the written appeal of the Party. In addition to paying the contractual penalty, the Parties undertake to reimburse the other Party for any damages that might be incurred by the Parties as a result of the breach of the Parties’ obligations assumed under the Contract with respect to provision of Art. VI point 2. second sentence.

##### Art. IX

**Deliveries**

1. The Parties have agreed that the delivery of any documents under the Contract or in connection therewith shall be regarded delivered
2. via fax, by printing the confirmation of sending off the fax message from the fax of the sender to the fax of the addressee; or
3. via electronic post (via e-mail) on the day of its sending off from the e-mail of the sender to the e-mail of the addressee, unless otherwise proved; or
4. via mail, courier or personally delivery, by delivery the document to the addressee. If sent via mail, a recorded delivery with return receipt proving the delivery to the address stated in the point 2. must be used. If sent in another way, the document might be delivered also to a different address where the addressee is reached in the time of delivery. The date of delivery of the document shall also be considered the day on which the addressee refuses to receive the delivered document, or the third day since the storage of the document with the post office or the day on which an employee of the post provably marked the mail by words “Addressee moved away”, “Unknown addressee”, or other note of similar meaning if such note is true or when delivered by courier or personally also on the day, on which the document failed to be delivered because the addressee was not reached.
5. For the purposes of delivery by mail, the addresses of seats of the Parties specified in the heading of the Contract shall be used unless the sender is notified of a new address of the seat, or another new address for delivering written documents, by the addressee in writing. In case of any change of the address for delivering written documents on the basis of the Contract or in relation hereto, the relevant Party undertakes to inform the other party on the change of address without undue delay; in such a case, the new address, duly notified to the party before sending the written document, shall be decisive for the delivery of documents.
6. The Parties hereto have also agreed that documents concerning termination or alteration of the contract shall be delivered only via mail as recorded delivery with return receipt, via courier or personally.

**Art. X**

**Common and final provisions**

1. The Seller is entitled to alter the GTaC or to replace its wording with a new wording unilaterally. Any such change to the GTaC or its new wording, which replaces previous wording, shall become effective by delivery of written notice to the Buyer. At the same time, the Seller shall, without undue delay after the change of the GTaC, publish its full text at its web site www.stercorat.eu and in written form at its registered office.
2. The Parties have agreed that the laws of the Slovak Republic apply (i) to the Contract and these GTaC and (ii) to relationships arising out of or in connection with the Contract and these GTaC and not specifically treated by the Contract or GTaC. This provision shall have the meaning of the choice of applicable law in accordance with Article 3 of REGULATION (EC) No 593/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 June 2008 on the law applicable to contractual obligations (Rome I). For avoidance of any doubts, the Parties exclude the application of UN Convention on Contracts for the International Sale of Goods as well as the provisions of conflicts of laws.
3. Pursuant to Article 25 of REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters the Parties to the Contract have agreed that all disputes or claims arising out of or in connection with the Contract including disputes relating to its validity, breach, termination or nullity shall be submitted to be finally settled (i) by District Court Bratislava I, with its seat at Záhradnícka street No. 10, Bratislava, the Slovak Republic in the first stage and (ii) by Regional Court in Bratislava, with its seat at Záhradnícka street No. 10, Bratislava, the Slovak Republic and/or subsequently by Supreme Court of the Slovak Republic, with its seat at Župné námestie no. 13, Bratislava, the Slovak Republic in the next stages. The language of the proceeding shall be Slovak.
4. These GTaC shall take effect upon their acceptance by the Seller and against the Buyer on the effective date of the Contract, the integral part of which shall form.

In ..................., on ..................

**Annex No. 1 – Specification of goods (Technical Data Sheet)**

