

GENERAL BUSINESS TERMS OF GAMAaluminium s.r.o.

1. INITIAL PROVISIONS

These General Business Terms (the "GBT") regulate legal relations between the company GAMAaluminium s.r.o., office registered at Na Vansovej 3/15, 965 01 Žiar nad Hronom, operation site at Na Vartičke, 965 01 Žiar nad Hronom, company ID: 36632325, incorporated in the Company Register kept at District Court of Banská Bystrica, section Sro, file No. 9836/S (hereinafter „GAMAaluminium s.r.o.“) and each physical or legal entity being a "Buyer of Goods and Services" according to the GBT (the "Buyer").

2. ORDERING OF THE GOODS OR SERVICE

The Buyer orders the goods or service by an e-mail, fax, or delivered in person. The order shall specify the Buyer's commercial name, the registered office, the exact technical specification of the ordered goods or service, quantity, required delivery date and location, the contact person incl. phone No. and email address. If the price offer preceded the order, it is necessary to state the number of the price offer in the order. In the case of a new product, a complete drawing documentation shall be attached there too. In case of an incomplete or insufficient documentation, the drawing shall be re-drawn as required and submitted for approval. The redrawing of the drawing documentation by GAMAaluminium s.r.o. shall be charged according to the Price List. All amendments and addenda shall take effect after mutual approval.

Providing of new Al-profiles production:

The production of a new profile is conditioned by a binding order submission, approval of drawing documentation and payment of initial cost (new product launching cost). GAMAaluminium s.r.o. shall have reserved the rights to withdraw from the order in case of failed fulfillment of the stated terms.

GAMAaluminium s.r.o. also shall have reserved the right to disposal or sale of the profiles to a third party if the profiles have not been paid and taken over by the Buyer within 24 months from receiving on stock.

GAMAaluminium s.r.o. shall have an exclusive right for disposal of the press machine if the Buyer to whom the profiles are being delivered, fails to order them in min. quantity of 500 kg within 24 months. The minimum quantity for new order request is 500kg.

This quantity can be adjusted (increased) in case of complicated profile type, about what shall be The Buyer informed by the company.

3. DELIVERY TERMS

In case of delivery of the goods up to 2 m of length, the company GAMAaluminium s.r.o. will arrange the transport, if not agreed differently with The Buyer. The transport of the goods exceeding 2 m length shall be arranged by the Buyer. The order shall be considered fulfilled by receiving the goods and signing the delivery note which contains the following data:

- Number of the delivery note,
- full number of the customer's order or assigned order No.,
- date of shipment (receiving goods),
- name of the goods,
- quantity of each type of the goods,
- weight of each type of the goods,
- transport method.

Standard delivery of the goods takes 14 business days from the order confirmation or as mutually agreed. In case of urgent order, GAMAaluminium s.r.o. shall charge the Buyer with extra fee. If transport of the goods is being arranged by the Buyer, the goods shall be taken over within 10 business days from the e-mail announcement, otherwise GAMAaluminium s.r.o. shall ship the goods on the Buyer's cost. When receiving the goods, the Buyer is obliged to immediately check the integrity of the packaging of the goods and in case of any defects, immediately notify the forwarder and GAMAaluminium s.r.o.

When requested by the buyer, it is possible to insure the consignment at buyer's cost against the identified risks.

4. PRICE OF THE GOODS / SERVICES

The prices are determined according to the provided price offer and referring to the Price List currently in effect; or adjusted on the long-term cooperation basis. Price offer's validity depends on LME Aluminum development on the market. Accordingly, further price adjustment shall be possible after the order is received. Invoicing and payment shall be made in Euro (€) currency.

5. PAYMENT TERMS

Payment for the goods can be settled in various manners. In case of smaller orders and takeover of the goods in person, the payment shall be made in cash directly at the GAMAaluminium s.r.o. site. In case of new customers, payment shall be made by pro forma invoice or payment order. Long-term customers shall receive invoice for the goods/ services with 15 – 30 day maturity. The invoice shall be issued at minimum price 10€. In case of lower value of the order, the payment shall be made either by payment order or in cash when taking over in person.

GAMAaluminium s.r.o. shall send invoice to the Buyer in two counterparts.

The invoice shall contain:

- number of invoice, name and address of the Buyer, commercial name, registered office, company ID, VAT ID of the Buyer,
- number of Buyer's order,
- number of the Delivery note,
- subject of the supply, the unit price, quantity, total price, VAT,
- transport fee,
- date of invoice sending,
- due date,
- date of taxable fulfillment.

The invoice due date shall be stated as agreed. The goods shall remain in ownership of GAMAaluminium s.r.o. until the invoice payment.

All bank transfer charges incurred in the Buyer's territory shall be met by the Buyer. The Buyer is obliged to make the payment in advance so the amount is deposited on the Seller's bank account on the due date. In case of later payment than stated on the invoice, GAMAaluminium s.r.o. shall have right to charge the Buyer with the interest of late payment in the agreed/ due amount, plus contractual penalty (if applicable).

6. QUALITY REQUIREMENTS

The quality requirements are specified in the drawing documentation and the order. GAMAaluminium s.r.o. is obliged to meet the Buyer's requirements, to inspect the product and production process quality. If there are no specified requirements in drawing documentation we follow the general tolerance stated in STN ISO 2768 -1 class m. All deviations from the specification shall be approved and confirmed in writing by the Buyer.

In case of complicated CNC processing, GAMAaluminium s.r.o. shall mark the products in order to clearly determine the responsibility for product quality. In case of disagreement with such marking, the Buyer should contact the Seller immediately after order confirmation. The implementation of product modifications shall be based on mutual agreement confirmed in writing.

7. TERMINATION AND CANCELLATION OF ORDER

GAMAaluminium s.r.o. can terminate the Contract If the Buyer is behind with the payment for max. twice the payment period. The Buyer can terminate the Contract If the Seller has failed to deliver the goods within 30 days after the due date.

8. DEFECT GOODS AND RECLAMATIONS

GAMAaluminium s.r.o. provides quality guarantee of sold goods for 24 months from takeover of the goods by the Buyer. All defects of the goods that can be identified during takeover quality inspection, and deviations in the quantity shall be reported to GAMAaluminium s.r.o. in written form within 21 days from the goods takeover. GAMAaluminium s.r.o. shall not be responsible for the damage caused by transport. When the goods are taken over, the buyer is required to check the integrity of the package and the completeness of the delivery, in particular the number of transport packages. In case of any apparent defects found in connection with the transport, the buyer is obliged to immediately notify the carrier (note it on the transport document of the carrier at the time of the receipt of the shipment) and no later than within one (1) business day also the seller.

In case of a claim, the Buyer shall provide photo-documentation of claimed items, packaging material and identification labels or return material if required by GAMAaluminium s.r.o. Any further conditions are specified in Return policy and available on the website. GAMAaluminium s.r.o. shall provide its statement to the claim in writing within max. 4 weeks from claim registration.

9. PROCESSING OF PERSONAL DATA

To be able to provide its services, GAMAaluminium needs to collect and process the Buyer's personal data according to the EU Regulation No.2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, that repeals the Directive 95/46/EC (General Data Protection Regulation) and the law No.18/2018 2006 of the Collection of Law on Privacy as amended. All further information about your laws and the ways of processing data are available in the document "Information on processing personal data" on the web site of the company.

10. FINAL TERMS

The GBT are an integral part of the purchase contract between GAMAaluminium s.r.o. and the Buyer and they are binding on both parties. GAMAaluminium s.r.o. has the right to amend the GBT wording. GBT in effect at the time of business transaction conclusion shall apply to the Buyer. The GBT shall come in force and become effective on January 24, 2019. The Slovak language version of GBT shall be recognized as prevalent.

Governing law is the law of the Slovak Republic. Any disputes arising out of GTC, or in connection with them, including disputes arising out of the supply of goods, shall be dealt with and decided solely by the courts in the Slovak Republic.