

## **General Purchase Terms and Conditions Diplomat Dental s.r.o.**

### **1. Scope of Application**

1.1. These General Purchase Terms and Conditions shall apply for the purchase of material or services (hereinafter referred to as “*Goods or Services*”) for the purposes of HF NaJUS, a.s. (hereinafter referred to as “*GPTC*”) and are integral part of any issued order.

1.2. Upon the receipt of the order of the Buyer, the Seller thereby agrees with these GPTC unconditionally and shall send confirmation of the order to the Buyer within 48 hours.

1.3. These GPTC shall apply unless the Contract stipulates otherwise (pursuant to § 273 par. 2 of the Commercial Code) or unless the Contract specifically excludes the application thereof.

### **2. Purchase Price**

2.1. Unless agreed otherwise, the price for the supply of goods or services shall be in Euros without VAT. DAP of HF NaJUS, a.s. Dubnica nad Váhom shall apply.

2.2. The price of the material or services is specified in the received valid order or price list confirmed in writing. Any change or modification of price shall be approved by the Buyer in writing.

### **3. Payment and Delivery Terms**

3.1. Delivery terms shall be interpreted in accordance with INCOTERMS 2000 published by the International Chamber of Commerce.

3.2. Delivery date specified in confirmed order shall be final and binding on the Seller.

In case of *vis major* the Contract shall cease to be binding on each of the contracting parties and any breach (whether total or partial) or delay in performance of any term of the GPTC by any of the contracting parties shall be tolerated; the party in breach shall not be liable for any damage, provided that the breach or delay in performance is direct or indirect result of *vis major* specified further. The contracting party, however, shall immediately inform the other party of occurrence of *vis major*. For the purposes of the GPTC natural disasters, revolutions, wars (declared or undeclared) or any other similar circumstances shall be deemed *vis major*.

3.3. The Seller shall issue an invoice for the Buyer and shall send it via mail to the address of the Buyer, the invoice may be part of the delivery attached to the delivery note.

3.4. The invoice shall contain tax information, order number, delivery note number, or number of contract.

3.5. The Buyer shall pay the invoice within 60 days from the issue date, unless agreed otherwise.

3.6. The Seller shall not assign its claim against the Buyer to any third party without prior consent of the Buyer.

#### **4. Packaging of Goods**

- 4.1. The Seller shall deliver the material packaged and labelled to prevent damage or loss during transportation.
- 4.2. The Seller shall be liable for any damage caused by improper packaging or labelling.

#### **5. Claims and Warranties**

- 5.1. The Seller shall be liable for defects in the goods during the warranty period. The warranty period is 24 months, unless stated otherwise.
- 5.2. The warranty period shall start from the date of the delivery of the goods to the Buyer, unless the Contract or applicable law provides otherwise.
- 5.3. The warranty period shall be suspended while the Buyer cannot use the goods due to defects attributable to the Seller.
- 5.4. The goods is defective if it does not serve the purpose specified in the Contract, its intended use, or if it does not have the specification expressly provided for in the Contract and / or applicable law and / or applicable technical standards.
- 5.5 The Seller shall be liable for defects of the material, defects caused by the Manufacturer, defects caused by Subcontractor and any other defects.
- 5.6 The Seller shall be liable for defects in the goods at the time of submission and acceptance thereof by the Buyer.
- 5.7 The Seller shall be liable for defects in the goods which arise after the transfer of goods provided the defects were caused by the breach of obligations of the Seller.
- 5.8. Supply of defective goods is deemed breach of the Contract. The Buyer may:
  - a) require removal of the defects by providing replacement of the defective goods;
  - b) require the delivery of missing goods or request the removal of legal defects;
  - c) require free repair of the defective goods if the defects are repairable;
  - d) require reasonable discount in the price of the goods;
  - e) terminate the Contract.

Claiming warranty shall not affect the Buyer's claims for damages and/or liquidated damages.

- 5.9. The Seller shall send a written statement within 48 hours from the receipt of the claim to the Buyer and the claim shall be settled within 20 days of the receipt of the claim, unless agreed otherwise. The costs of removing the claimed defects shall be paid in full by the Seller.
- 5.10. Should the Seller be in default with removal of the defects, the Buyer may, without the consent of the Seller, remove the defects or have the defects removed by a third party at the expense of the Seller. The Buyer shall notify the Seller thereof immediately.

#### **6. Penalties**

- 6.1. Should the Buyer fail to pay the invoice when due, the Seller shall be entitled to default interest of 0.03% of the invoiced amount for each day of delay.

6.2 Should the Seller fail to meet delivery date, the Buyer shall be entitled to liquidated damages of 0.03% of the price of the goods for each day of delay.

6.3. Should the Seller withdraw from the performance of the order through no fault of the Buyer, the Seller shall refund all incurred costs associated with the performance of Contract to the Buyer.

6.4. In the event of default in payment of the contract price by the Buyer, the Seller shall request in writing that the stipulated price be paid within an additional period, which shall be no less than 15 days. The Seller shall enforce the claim after the lapse of the aforementioned period.

## **7. Dispute Resolution**

7.1. The parties shall attempt to resolve any dispute related to the order by mutual agreement.

## **8. Special Provisions**

8.1. The ordered goods shall become the property of the Buyer upon full payment of the invoices issued by the Seller.

8.2. Any costs incurred by the Buyer due to late delivery by the Seller (fees, penalties, fines or interest on late payments) which shall be claimed by the final customers against HF NaJUS, a.s. shall be paid in full by the Seller, provided the delay was caused by the Seller or is attributable to the Seller.

## **9. Final Provisions**

9.1. Any changes or modifications of these GPTC shall be made in form of written amendments confirmed and signed by authorized representatives of both parties.

9.2. The parties hereby agree that any dispute originating from the legal relationships established by the Agreement or relating thereto, including all ancillary legal relationships, claims for unjust enrichment, claims for damages, disputes on validity, interpretation and termination of the Agreement or this arbitration clause, shall be submitted solely to the 1. Trenčín Arbitration Court based Piaristická 276/46, 911 40 Trenčín (hereinafter referred to as "TRS") under the provisions of the Rules of Procedure and the Statute. The Parties undertake to submit the decision of TRS. Its decision shall be final, binding and enforceable. The Parties further agree that:

a) the an action under § 40 sec. 1 h) of the Act 244/2002 Coll. on Arbitration Procedure (grounds for retrial) shall not be applied;

b) the arbitrator shall be appointed by the arbitration court (§ 8 sec. 1 of the Act on Arbitration Procedure)

c) in case of commercial disputes, TRS may decide according to the principles of justice;

d) the judgement of the arbitration court cannot be examined at the request of another Party by another arbitration chamber of TRS.

9.3. Upon the receipt of binding order of the Buyer, the Seller confirms that it has read these GPTC, understood the content thereof and expresses its consent therewith in true and free will.

V Piešťanoch, 1.3.2018

EVOLUTION <sup>IN</sup>  
PRACTICE

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Výpis z obchodného registra vydaný Okresným súdom Trnava, odd s.r.o., vložka číslo: 10414/T