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Slovak Republic, European Union
Identification Number: 31 321 470; VAT Ident. No.: SK2020363653
Business Company registered in Commercial Register of Regional Court Bratislava 1,
Section: Sa, Insert No.: 355/B

GENERAL BUSINESS CONDITIONS

The subject matter of these General Business Conditions is the arrangement of mutual rights and duties relating to the printed matters (further "goods" only) production and supply. Contractor will perform the goods printing production and will provide the delivery to Buyer based on the due Contract for Work or Order Acknowledgement (further "Contract" only) and according to the these General Business Conditions which form inseparable part of the Contract.

I. CONTRACT CONCLUSION

1. The Buyer will place and send to Contractor the written Order for production and supply of the particular goods where kind, quality, amount, layout, wrapping and price will be specified. Buyer's order will include the delivery term requirement as well.
2. After written confirmation of the Order and after takeover of basic documents for printing the Contractor shall be responsible for the ordered goods production and supply within the term mentioned in the Contract and the Buyer will be obliged to pay the agreed amount to Contractor in due time. Provided that Buyer is according to the Contract obliged to pay to Contractor advance payment of the price or a part of it Contractor's term for fulfilling his liability will start on the day following the advance payment. If the basic documents for printing are improper, Contractor's term for fulfilling his liability will start on the day following the proper basic documents takeover. Buyer responsibly declares that presented basic documents for printing do not suffer from any legal objection.

II. OBLIGATION FULFILLING

1. The Contractor's obligation to deliver the goods is fulfilled on the day of handing the goods over to the Buyer at Contractor's residence. On this day the risk of goods damage passes on to the Buyer. The Buyer will be obliged to transport the goods at his own risk and expense, if not stipulated otherwise in the Contract.
2. The Buyer is obliged to take the goods over on the agreed day. If this condition will not be met, the Contractor will have right to the contractual penalty amounting to 0,1% for day of delay. However, the total value of the contractual penalty may not exceed 5% of the delivery value. Provided that the takeover of the goods by the Buyer is delayed by more than 30 days, the Contractor will have the right to withdraw from the Contract due to its essential break from the Buyer's part.
3. The Contractor is obliged to deliver the goods on the agreed day. If this condition will not be met, the Buyer will have right to the contractual penalty amounting to 0,1% for each day of delay. However, the total value of the contractual penalty may not exceed 5% of the delivery value. Provided that the delivery of the goods by the Contractor is delayed by more than 30 days, the Buyer will have the right to withdraw from the Contract due to its essential break from the Contractor's part.
4. The goods property rights pass to the Buyer only after payment of the whole price. The day of payment is the day of its crediting to the Contractor's account.
5. The Buyer is obliged to specify the date of real takeover of the goods in all copies of accompanying documents and a readable signature of the Buyer or his authorized representative.

III. PRICE

1. The agreement on price forms part of the Contract. The agreement on price is concluded following the confirmation of the order by the Contractor.
2. In case of the price adjustment made by Contractor, the Contractor is entitled to produce and deliver the goods without Buyer's approval only in case of agreed price reduction. In case of price increase the Contractor is obliged to inform the Buyer in this respect. The delivery of goods at higher price than originally agreed can only be executed following the agreement on the new price.

IV. PAYMENT CONDITIONS

1. Unless stipulated otherwise in this Contract, the Contractor's right to the price payment starts after fulfilling his obligation to supply the produced goods to the Buyer. The payment of the price or its part will be carried out on the basis of an invoice issued by the Contractor and containing requirements of a taxable document. The Contractor will send this invoice to the Buyer. The price maturity and the mode of payment will be stipulated in the Contract.
2. Provided that the Buyer's payment of the price or its part will be delayed, the Contractor will have right to withdraw from the Contract and not continue in further production and shipping of the goods.

V. COMPLAINT CONDITIONS

1. A complaint is made by means of a letter of dispute. The letter of dispute must include the identification of the Buyer represented by the trade name, place of residence and identification number as well as the name of the goods that are the subject of the claim, the number of the relevant delivery note, the number of the relevant invoice, the claimed quantity, the total price of the goods and the claimed part of the price, the date of the takeover of the goods, detailed description of every defect found and the proposal for the complaint settlement.
2. The Buyer or his authorized representative is obliged to make complaint immediately in case the defect is evident during the takeover of the goods. The complaint must be presented in the form of a duly issued letter of dispute that will be sent to the Contractor. The Contractor will perform the complaint procedure including complaint settlement within 30 days of the receipt of the letter of dispute.
3. Provided that the Buyer finds a hidden defect after the takeover of the goods, he will inform the Contractor without delay by means of a duly issued letter of dispute that will be delivered to the Contractor on the 15th day following the takeover of the goods at the latest, otherwise the Buyer's claiming right expires. The Contractor will perform the complaint procedure including the claim settlement within 30 days of the receipt of the letter of dispute.
4. In case of the Buyer's claim is legitimate, the Contractor will issue a Credit Note without delay. The issuance of a Credit Note is conditioned by the proper and timely meeting of all payment liabilities of the Buyer towards the Contractor. If the Contractor does not issue the Credit Note, he will choose a different lawful method of settling the claim.
5. The Contractor is not responsible for defects of which he had warned the Buyer in advance or for the defects for which a price discount had been agreed or granted.

VI. CONTRACTUAL PENALTY AND COMPENSATION FOR DAMAGE

1. In case the Buyer refuses or otherwise hinders the Contractor's ability to fulfill his obligations, then the Buyer will be obliged to refund the arisen damage and loss of profit to the Contractor in full amount.
2. The Contractor is not obliged to refund the damage if he is able to demonstrate that the breach of duty accruing from the contractual relation has been caused by circumstances excluding liability – provisions of § 373 and § 374 of the Commercial Code.
3. Provided that the Buyer does not pay the price or its part in a proper and timely manner, the Contractor will be beside interests on late payment stipulated by the Slovak law entitled to a contractual penalty amounting to 0,1% per every begun day of delay. Contractor's right for damage compensation is not touched by the contractual penalty at all.

VII. SPECIAL AGREEMENTS

1. If the transport of goods into another member state is performed by the Buyer himself or if he assigns the transport to another person, he is obliged to provide the Contractor with the shipping documents or another document on consignment, in which the place of destination or the Buyer's written declaration is given, in which he states that he delivered the goods to another member state.
2. In case the Buyer does not meet the obligation given in Art. VII point 1 of these General Business Conditions, he undertakes to recover to the Contractor the loss which arose to him due to additional taxation of the goods according to provision of § 43 par. 8 Act. No. 222/2004 Coll. on value added tax as amended by subsequent regulations.

VIII. FINAL PROVISIONS

1. The Buyer expressly undertakes that he will not provide and/or otherwise make available any information about matters of business, technical or production character relating to the subject matter of the Contract to any third person. He will use all information solely for the purposes of execution of the Contract and that under a sanction of objective liability for damage, another loss or incorrect competitive procedure.
2. Any third person authorized to take part in the execution of the Contract will have access to the Contractor's business secret in the scope inevitable for his/her obligations during the execution of the Contract only.
3. The Buyer will repurchase the material remaining at stock that was intended for the execution of the subject matter of the Contract (especially graphic paper) from the Contractor within 30 days of the termination of contractual relationship or technical specification change or from the reduction of the originally agreed scope of execution. The unit price of the repurchase of material will be identical with the material unit price of the last executed order. If no order has been executed, then with purchasing price. Its maturity will be on 14th day from the termination of the contractual relationship or from the technical specification change or from the reduction of the originally agreed scope of execution. The Buyer may also fulfill his obligation of repurchase of material via third person.
4. Relationships not arranged by these General Business Conditions or by the contract will be governed by the valid legislation of the Slovak Republic.
5. These General Business Conditions are valid from December 1st, 2004 with the exception of Art. VII, which is valid from January 1st, 2008.