

## I. General Terms and Conditions

These general purchase conditions /hereinafter GPC/ apply to all enquiries made between ZVT-PRINT a.s, as a seller /hereinafter "seller"/ and a buyer. The GPC are deemed to have been accepted by both parties upon receiving and executing a written /e-mail, fax, letter/ order from the buyer. All deviations or additions to any of these provisions are only binding after mutual written agreement /e.g. in purchase order/ of the contracting parties. All the other conditions, not mentioned in such agreement retain their force.

## II. Formation of Contract.

An order may only be made in writing /e-mail, fax, letter/ and is based on a Price Offer. Before conclusion of the purchase order, the buyer shall be informed about the pricing and GPC. By placing the order, buyer agrees to these conditions. Contracting parties accept the digital form of placing and confirming the orders as a formation of contract. The buyer's order must contain these information :

- name of the company
- ID, ID VAT – for VAT purposes
- type of goods, that explicitly determines the content of the order
- required amount and price
- delivery date, /delivery address if needed /.

After evaluating formal and manufacturability aspects of the order, the seller confirms the purchase order for the buyer, in concordance with GPC, unless agreed otherwise in writing. In case of exceeded production capacity the seller negotiates with the buyer splitting the ordered items or another alternative solution. The seller commences the production the day the order is confirmed to the buyer. Any modification or deviation after this date is only possible with seller's agreement in writing. The buyer guarantees that the ordered goods are conforming to the delivered documentation. Any claims resulting from the data provided not corresponding with the goods ordered are rejected. If buyer cancels the order or alters the specifications of goods already in production, all the resulting costs are charged to the buyer.

## III. Rights and obligations of contracting parties.

The seller is bound to provide the goods to the buyer according to the terms of the order and to provide the documents needed for proper reception and use of the goods. The buyer is bound to pay full amount for the delivered goods according to the terms of GPC, unless agreed otherwise. The buyer gains ownership over the goods only after the full payment.

## IV. Delivery date, delivery terms, place of delivery

Delivery date in the order requested by the buyer are only informational and they are not binding for the seller. Delivery date on the order confirmation is binding for the seller. Delivery date on the order confirmation is the expedition date of goods from ZVT-PRINT a.s., Zvolenská cesta 14, SK9 7405-Banská Bystrica. Produced PCBs are packed in the foil. Delivery note and quality control sheet. Shipping:

- personal pickup at the point of expedition at ZVT-PRINT a.s
- by mail or other delivery service designed by the seller
- by delivery service designed by the buyer

The goods are considered as delivered if:

- picked up personally
- reception is confirmed on delivery note by signature
- picked up by designated delivery company
- signed the reception on a shipping label.

As of this day, seller can realize an invoice for the delivered goods.

Invoice is realized at the same time as delivery note.

Delivery date is postponed in case of unpredicted events, not caused by seller., for example force majeure, strike and other obstacles that cannot be influenced. This applies also if these circumstances are present at the seller's supplier. In case of additional procedures, requested by buyer after the delivery date had been agreed on, as well as in case of additional procedures, which were unaccountable for at the initial stage of order approval, the seller reserves a right to change the price and delivery date of the goods. If not specified otherwise, transportation fees are charged to the buyer, according to the INCOTERMS.

Liability for damages passes upon the buyer, in case of personal pickup, or upon the delivery company, unless agreed otherwise in writing. .

Seller is also entitled to refuse or delay all orders, in case the buyer has an unsettled debt or is in violation with the GPC. In case of delayed orders for the above reasons, the buyer has no claim on compensation for the lost profit caused by delayed delivery.

## V. Price and payment terms.

Price is determined by the actual pricing list, valid at the date of the order placement by the buyer, unless agreed otherwise in written, in each particular case. The basis for the payment is the invoice and delivery note. Purchase price is due the day indicated on the invoice. Payment delay is specified by the seller on the invoice. The invoice is considered paid at the moment of receipt of the payment at the seller's bank account.

Time limit for payment of the invoice is 14 days after receipt of the relevant invoice, to the bank account of ZVT-Print a.s., unless otherwise agreed with the buyer. If the buyer has an unsettled invoice with overdue date older than 30 days, seller can delay next shipment of confirmed order until the payment of the invoice, unless agreed otherwise. Seller has the right to request payment in advance on proforma in voice, in case of bad payment discipline.

## VI. Claims, warranty period.

Seller warrants the goods for one year from the expedition date, if proper storage conditions had been met, and if there are no aspects that would require shorter period (e.g. finishing of the copper). Seller is obliged to pack the shipment securely and damage resistant. Buyer is obliged to check the shipment immediately after delivery and verify the correct amount and type of items delivered, and check for any damage caused by transport. Any defect discovered after unpacking the goods must be immediately reported to the seller, in writing. For other claims the buyer must apply in writing along with checkout documents. The amount claimed must be returned to the seller.

Liability for errors shall not apply if the goods were provably used for other purposes than they are destined to. Warranty also does not apply to errors that were provably caused by poor handling or if the goods were intentionally damaged. The seller is not liable for damages caused by external factors or impacts in the chemical environment. Warranty also does not apply to defects caused by wear and tear caused by normal use. Any warranty and claims of the buyer expires and is renounced if the buyer fails to pay any invoices and other debts to the seller.

## VII. Special provisions, protection of customer.

Mutually agreed deviations from the generally applicable terms and conditions shall be resolved by specific additions to these Terms. All the data, sample results, etc. are not otherwise accessible to third parties only upon written consent of the buyer.

## VIII. Conciliation.

The Parties shall endeavor to resolve any disputes arising from a contract first by conciliation. Relations not regulated by this contract shall be governed by the Commercial Code, as amended. The Parties agree that disputes arising from this contract or in connection with it shall be resolved by arbitration under the Act. 244/2002 Z.z. of the Arbitration under the rules of arbitration issued by organisation Spolok rozhodcov, s.r.o. Bratislava, Dúbravská cesta 3, 841 04 Bratislava.

## IX. Final provisions and validity.

This Agreement shall enter into force on 1.1.2012

If any conditions of this Agreement shall expire, all the other conditions remains in effect.

