

**General Business Terms and Conditions of mkem, spol. s r. o.,  
Továrenská 15, 064 01 Stará Ľubovňa, Company ID: 31 714 358,  
Registered in the Company Register of the District Court of Prešov, File No.  
2548/P, Section Sro.**

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## **I. General provisions**

1. The General Business Terms and Conditions (GBTC) regulate the relationship between the purchaser and the seller in harmony with valid legislation. The content of individual contractual relations of the purchaser and the seller is regulated by a relevant contract and these GBTC. Legal relationships shall be governed by the Code of Commerce, Civil Code as well as other legal regulations valid within the SR. Relevant courts of the Slovak Republic shall have the competence to settle any disputes which might arise from business relationships.
2. If mkem, spol. s r. o. is a purchaser in a business relationship, by accepting these GBTC the seller certifies in a binding manner that the goods supplied by them are not violating any patent rights, industrial rights, rights from trademarks or any other copyrights of third parties.

## **II. Terms of delivery**

1. Goods may be supplied:
  - a) based on conclusion of a separate written purchase contract and under conditions specified therein;
  - b) based on an order accepted by the seller and under conditions specified in a framework purchase contract, if concluded;
  - c) based on an order accepted by the seller, unless a written purchase contract or a framework purchase contract have been concluded.
2. If the delivery is carried out based on an order of the purchaser according to the paragraphs 1 (b) and (c), each order of the purchaser shall be made in writing and delivered to the seller by e-mail to [orders@mkem.sk](mailto:orders@mkem.sk), by fax to 052 4264240, 052 4322953, or by mail.  
The purchaser's order shall contain:
  - a) business name, registered address, company ID, VAT No. address for invoicing;
  - b) name, type and volume of the goods;
  - c) proposed delivery date; and
  - d) person authorized to receive the supply (name and surname, phone No., e-mail address).
3. If it is not possible to supply the goods, the seller shall inform the purchaser thereof without any undue delay after receiving the order.

## **III. Purchase price**

1. Purchase prices are made according to the current seller's pricelist and, unless expressly agreed otherwise by the contracting parties, they do not contain any transportation costs.
2. Purchase prices included in the pricelist do not contain the value added tax in the lawfully determined amount.

## **IV. Payment conditions**

1. The purchaser shall pay the agreed purchase price to the seller not later than **14** days after receiving the seller's invoice which shall contain all particulars of a tax document. If the seller grants a longer period for

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+421-52-4321759

**Fax**  
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**Bankové spojenie**  
Sk: VÚB

**IČO:** 31714358  
**IČ DPH:** SK2020525903

**Obchodný register**  
**Okresného súdu Prešov**  
oddiel: sro, vložka číslo: 2548/P

**E-mail**  
mkem@mkem.sk  
www.mkem.sk

**Účet**  
Sk: 14108602/0200  
EUR: 1536877956/0200

**BIC**                    **IBAN**  
SUBASKBX            Sk59 0200 0000 0000 1410 8602  
SUBASKBX            Sk96 0200 0000 0015 3687 7956

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settlement, the date specified in the invoice shall be considered as the date of settlement of the purchase price.

2. The obligation specified in the paragraph 1 is considered to be fulfilled by putting down the whole amount to the seller's account in their bank or upon payment of the total amount to the seller in cash.
3. Should the seller be delayed with the goods supply, they shall pay a contractual fine to the purchaser in the amount of 0.05 % of the value of unsupplied goods for each day of delay. Should the purchaser be delayed with settlement of the purchase price, they shall pay an interest on late payment in the amount of 0.05 % of the outstanding amount for each day of delay.
4. The right of individual contracting parties for compensation of damage shall not be affected by application of the sanctions pursuant to the paragraph 3. The seller reserves the right to limit or cancel the agreed and prepared supplies of goods if the purchaser is not complying with their payment conditions resulting from the current or previous supplies of goods.

### **V. Acquisition (retention) of title. Risk of damage to the goods.**

1. The purchaser shall acquire the ownership right to the supplied goods only after settling a full purchase price.
2. If the purchaser has not fully paid the purchase price, or has paid only a part of it, the seller shall have the right to claim the supplied goods from the purchaser or from third persons.
3. The risk of damage to the goods shall be transferred onto the purchaser at the moment when the purchaser accepts the goods from the seller; or, if the purchaser has failed to do so at the time when the seller allowed the purchaser to handle the goods and the purchaser has violated their obligation to accept the supplied goods.

### **VI. Packaging and transportation**

1. The goods shall be appropriately marked and packed in the agreed packaging suitable for consumption and transportation.
2. If, based on a mutual agreement of the contracting parties, the seller is obliged to deliver the goods to a certain location, the seller shall specify the form of transportation and the route at their discretion. The agreement shall also contain specification of the transportation price.

### **VII. Liability for damage. Quality warranty.**

1. The purchaser shall inspect the goods and verify its quantity and quality when accepting them, and shall immediately claim any obvious defects.
2. If the purchaser has failed to inspect the goods at the time as stipulated in the paragraph 1, they may file a claim regarding defects identified during the inspection only when they prove that the goods had these defects already at the time of their acceptance.
3. The seller shall provide a warranty of 24 months for the supplied goods. The warranty period shall start lapsing from the day of acceptance of the goods by the purchaser or, if the purchaser has failed to do it on time after the day when the seller allowed them to handle the goods and the purchaser has violated their obligation to transport the supplied goods.
4. The seller shall have no liability for damage which the quality warranty applies to if these defects have been caused after the risk of damage to the goods caused by external events has been transferred and they have not been caused by the seller or persons helping the seller to perform the seller's obligation.

### **VIII. GBTC validity**

These GBTC became valid and effective on 1 June 2014.

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