

GENERAL BUSINESS TERMS AND CONDITIONS

of the trading company NMH s.r.o.,

with the seat at Priemysel'ná ulica (street) no. 4608/10, 926 01 Sered',

CIN: 45 456 763, which is registered in the Companies Register held with the DC Trnava
in section: Sro, in insert no.: 25277/T /hereinafter referred to as the "Company NMH"/


1. PART

NMH S.R.O. AS A BUYER AND/OR AN ORDERING PARTY

2. PART

NMH S.R.O. AS A SELLER AND /OR A CONTRACTOR

In Sered', on 14/06/2019



NMH s.r.o.
Ing. Gergely Táncos
Representative

1. PART

NMH S.R.O. AS A BUYER AND/OR AN ORDERING PARTY

I. Basic provisions

1. These General Business Terms and Conditions /hereinafter only the “**GBTC**”/ apply to all legal relations between NMH as a buyer and/or an ordering party and third parties as a seller and/or contractor /hereinafter only the “**Supplier**” in an appropriate grammatical form/, based on which the Supplier is obligated to deliver to NMH goods, services and/or to execute a work for NMH.
2. Legal relations between NMH and the Supplier are governed by a contract for work or a purchase contract, a purchase order issued by NMH, these General Business Terms and Conditions and the Commercial Code in this order. NMH and the Supplier can amend their rights and duties arising from contractual relations differently in a contract and/or purchase order.
3. NMH orders the delivery of goods, services or the execution of work from the Supplier in the form of a written purchase order, which NMH delivers through post office, fax or electronic mail. Oral purchase orders are considered a purchase order only if they are supplemented by a written copy delivered to the Supplier within 24 (twenty-four) hours.
4. If there is no contract made between NMH and the Supplier, the contractual relation between NMH and the Supplier originates on the basis of a written confirmation of purchase order on the part of the Supplier and/or if the Supplier, based on the purchase order, delivers goods and/or service to NMH and/or starts with the execution of work according to the purchase order. By the written confirmation of purchase order and/or the delivery of goods or service according to the purchase order and/or the start of the execution of work according to the purchase order the Supplier expresses and confirms his consent with contractual terms and conditions stated in the purchase order and with the fact that his contractual relation with NMH is governed with the GBTC.

II. Specification of goods, service, and/or work

1. In its purchase order, NMH will define specific parameters and specifications of the goods, service, and/or the work ordered, which he wants to be delivered or executed. NMH will attach to the purchase order the drawings or other documentation further specifying the goods, service or the work, if available; the drawings or other documentation attached are considered an integral part of the purchase order. Before the delivery of the goods, service and/or the start with the execution of the work, the Supplier is obligated to warn NMH in writing of the insufficient specification of the goods, service, and/or the work and the Supplier will simultaneously ask NMH to supplement the purchase order with specification of the goods, service, and/or the work. If the Supplier confirms the purchase order, or delivers the goods or service, or starts with the execution of the work without drawing attention to the insufficient specification of the goods, service, and/or the work and without asking for additional specification of the goods, service, and/or the work, it is deemed that the goods, service, and/or the work is specified clearly and comprehensibly. The Supplier is fully responsible for eventual damage caused to NMH and/or the Supplier due to the fact that the Supplier did not fulfil his duties under the second sentence of this paragraph properly and on time.

2. If the subject matter of the purchase order lies only in the delivery of the goods, NMH will state in the purchase order the requested quantity of the goods in pieces or kilograms, meters or other usual units of measure according to the type of the goods.
3. If the subject matter of the purchase order lies only in the delivery of the service, NMH will specify in the purchase order the service and the period of delivery or supply of this service.
4. The Supplier is obligated to deliver the goods, service and/or to execute the work of requested parameters, specification, in the quantity, quality, form, and within the period according to the purchase order. If the purchase order does not include the quality and form of the goods and/or the work, the Supplier is obligated to deliver the goods and/or to execute the work in the quality and form usually requested for the given type of the goods and/or the work taking into account the purpose of the use of the goods and the work. If the purchase order does not include the specification and scope of the service, the Supplier is obligated to deliver the service in the manner usually requested for the given type of service.
5. The Supplier also undertakes to provide for the package and the packaging of the goods and/or the work and to prepare it for transportation so that it will not be damaged or lost during transportation; the related costs are included in the price of the goods and/or the work stated in the purchase order. In case of the service delivery, the Supplier also undertakes to procure the supporting documents necessary for the proper service delivery, whilst the related costs are included in the price of the service stated in the purchase order.
6. When delivering the goods and/or handing over the work, the Supplier is obligated to hand over to NMH a complete documentation necessary to prove the title to the goods and/or the work, the handling with it and safe use of the work in the scope of relevant generally binding legal regulations of the Slovak Republic or the country of destination, if the goods and/or the work is to be exported. In case of the service delivery, the Supplier is obligated to hand over to NMH also the documents and supporting documents related to the service delivered.

III. Time, place, method of delivery of goods, service and/or the handover of work

1. The Supplier is obligated to deliver goods and/or service and/or to execute and hand over work within terms stated in the purchase order. NMH is obligated to accept the goods and/or service and/or to take over the work from the Supplier only if the goods and/or service and/or the work comply with requirements according to the purchase order, are executed properly and on time and are without any defects and unfinished work. The day stated in a bill of delivery confirmed by NMH as a day of the delivery of the goods and/or service and/or the execution of the work or a day stated in the transport documents as a day on which the goods and/or the work was handed over to the recipient is considered a day of the fulfilment of the Supplier's obligation.
2. On the basis of an agreement with NMH the Supplier can fulfil his obligation to deliver the goods and/or service and/or to execute and hand over the work also before the day stated in the purchase order.
3. The Supplier is always obligated to inform NMH in writing, at least two (2) working days in advance, on the actual day of the delivery of the goods and/or service and/or the handover of the work.
4. The Supplier is obligated to deliver the goods and/or to hand over the work at

NMH's registered office, unless otherwise stated in the purchase order. The transport of the goods to the place of delivery and/or the work to the place of handover is always provided for at the expense and responsibility of the contracting party stated in the purchase order, if the Supplier represents this contracting party the price of the goods and/or the work always includes the costs of transport to the place of delivery according to the purchase order. The place of delivery of the service is always NMH's registered office, unless a different method or place is stated in the purchase order.

5. Regardless of which contracting party provides for the transport of the goods and/or the work, the Supplier is always obligated, at his expense and responsibility, to provide for the loading of the goods and/or the work on a means of transport and to make sure that the goods or the work does not move during the transport in cooperation with and according to the carrier's instructions.

IV. The transfer of title and risk of damage

1. NMH acquires title to goods and/or work gradually within the scope of paid prepayments and advance payments; this does not apply if NMH does not take the goods and/or the work over from the Supplier.

2. The risk of damage to the goods and/or the work is transferred from the Supplier to NMH after the goods are delivered to and/or the work is handed over in the place of delivery according to the purchase order and after it is taken over without defects and unfinished work on the part of NMH or a third party according to the purchase order.

V. Purchase price of goods, price of service delivery, price of work and method of payment

1. The price included in the purchase order is a full and final price for the delivery of goods and/or service and/or the execution of work according to the purchase order, properly and on time, without defects and unfinished work, including all the costs and expenses associated with the delivery of the goods and/or service and/or the execution and handover of the work. VAT in the amount under applicable generally binding legislation of the Slovak Republic will be added to the price included in the purchase order. If the goods and/or service and/or the work can be specified according to the units of measure, NMH will also state unit prices excluding VAT in the purchase order.

2. NMH is obligated to pay the Supplier only the price for the actually delivered goods and/or actually delivered service in the units of measures in the amount according to the unit prices and/or only the price of the work for the actually realized works and the actually delivered and used scope of materials in the units of measure in the amount according to the unit prices.

3. The price in the purchase order is binding and constant for the Supplier.

4. Unless stated otherwise in the purchase order, the Supplier is entitled to make a claim to NMH to pay the price of the goods and/or service and/or the price of the work in the form of an invoice after he properly and timely fulfilled his duty to deliver the goods and/or service and/or to execute and hand over the work without defects and unfinished work. The Supplier is entitled to ask for an advance payment in relation to the purchase price of the goods and/or the price of service delivery, and/or for the granting of a prepayment for the execution of the work only if NMH undertook to do so in the purchase order and only in the amount and in the way stated in the purchase order. After NMH took over the goods and/or service and/or the work, the Supplier is entitled to issue an invoice

for NMH claiming the payment for the delivery of the goods and/or service and/or work, which must be in compliance with the contract, purchase order and the GBTC, and in addition to any requirements, in order for the invoice to become a valid tax document, it must also contain eventual advance payments and the scope of the delivered goods and/or service and/or the work according to the units of measure and unit prices. If the invoice is not in compliance with the previous sentence of this paragraph, NMH is entitled to return the invoice even repeatedly to the Supplier for adaptation. The invoice is due within sixty (60) days of the delivery. If NMH returns the invoice to the Supplier for adaptation, a new maturity period starts, even repeatedly, after a new invoice is delivered to NMH.

5. If, after the takeover of the goods and/or service and/or the work and before the invoice is due, NMH identifies any defect of the goods and/or service and/or the work delivered, NMH is entitled to reject to pay the full price of the goods and/or service and/or the work until the Supplier fully meets the demands of NMH arising from the defects of the goods and/or service and/or the work. NMH is not in delay with the payment during the period of rejection of the payment of the price of the goods and/or service and/or the work due to the reasons specified in this paragraph.

VI. Guarantee of quality

1. The Supplier grants a thirty-six (36) month guarantee for the goods and/or the work. The guarantee starts on the day of the takeover of the goods and/or the work by NMH, unless stated otherwise in the purchase order.

2. By granting the guarantee, the Supplier assumes obligation that, during the guarantee period, the goods and/or the work will have qualities under the contract and the purchase order, will be able to be used for the agreed or usual purpose and will preserve the qualities under the contract and the purchase order.

3. The guarantee period is interrupted for the period during which NMH will not be able to use the goods and/or the work due to its defects, for which the Supplier granted the guarantee of quality.

VII. Defect of goods and/or work, claims for defects

1. Goods and/or work have defects if not delivered in accordance with NMH's requirements stated in the contract and the purchase order.

2. The Supplier is liable to NMH for any defects of the goods and/or the work at the moment when the risk of damage to the goods and/or the work is being transferred to NMH, although the defect becomes obvious after the transfer of the risk of damage to NMH, and also for any defects to the goods and/or the work that will originate during the guarantee according to the purchase order or the GBTC.

3. NMH is obligated to draw the Supplier's attention to the defects of the goods and/or the work without undue delay after the defects were identified.

4. In case of the defects of the goods and/or the work the Supplier, according to NMH's choice, is obligated to:

- in case of irremovable defects of the whole goods and/or the work or a part of the goods and/or the work, to deliver, within a term specified by NMH, new goods and/or to execute and hand over new work according to the purchase order; otherwise NMH is entitled to provide for the delivery of new goods and/or work on behalf and at expense of the Supplier,

- in case of removable defects, within a term specified by NMH, to remove the defects of the goods and/or the work; otherwise NMH is entitled to remove these defects on behalf and at expense of the Supplier,
 - give a discount off the price of the goods and/or the work according to agreement of contracting parties, if the agreement cannot be reached NMH is entitled to set the amount of the discount.
5. In case of irremovable defects or recurring defects NMH is entitled to withdraw from the contract and to ask for the reimbursement of the price of the goods and/or the work while the Supplier is obligated, at his expense, to pick up the goods and/or the work within the term specified by NMH, however not before he fully fulfils his duty to return the price of the goods and/or the work; otherwise NMH is entitled to deposit the goods and/or the work with a third party at the account of the Supplier.
6. If NMH withdraws from the contract, the contractor is obligated, at his expense, to take over the defective goods and/or the work in NMH's premises and simultaneously to return to NMH any payment received in relation to the price of the goods and/or work.
7. If the subject matter of the purchase order lies in the delivery of the service and the service is delivered with defects by the Supplier, the provisions of this article apply accordingly.

VIII. Trade secret

1. All the information about the trade secret provided by NMH to the Supplier either in the course of contract negotiations and/or in relation to the purchase order, or in relation to the fulfilment of obligations by the Supplier according to the purchase order and/or contract, is designated confidential by NMH, and the Supplier is obligated to treat the information in compliance with the provisions of Section 271 of the Commercial Code.
2. Drawings, catalogues and any documents that are necessary to deliver the goods and/or service, and/or to execute the work under the purchase order, and that the Supplier received from NMH represent the property of NMH and the subject matter of its trade secret. The Supplier is not entitled to copy these documents, to provide them to third parties or to dispose of them in any way in order to use them for their needs and/or the needs of third parties and is obligated to keep the content of these documents secret. Only NMH can relieve the contractor from confidentiality of the facts which he learned from NMH.

IX. Contractual fines

1. If the Supplier is in delay with performance of any of his duties toward NMH regarding the delivery of the goods and/or service and/or work within the term, in the manner, quality and form specified in the contract, purchase order or the GBTC, the Supplier undertakes to pay NMH a contractual fine in the amount of 0.1% of the total price of the goods and/or service and/or the work according to the purchase order including VAT, however not less than EUR 50.00 (in words: fifty euros) for each day of delay.
2. If the Supplier breaches his duties under Article VIII of the GBTC he undertakes to pay NMH a contractual fine in the amount of EUR 5,000.00 (in words: five thousand euros) for each individual case of the breach.
3. The Supplier is obligated to pay the contractual fine to NMH within three (3) days of the day on which NMH called on him in writing to pay it.
4. The payment of the contractual fine is without prejudice to NMH's claim for full

compensation.

X. The force and effect of the GBTC

1. The GBTC become a part of a legal relation between NMH and the Supplier at the moment of the origin of this legal relation according to the GBTC. On the basis of the origin of the legal relation between NMH and the Supplier, the Supplier confirms and declares that he properly read the GBTC, that the GBTC were delivered to him together with the purchase order, or he got acquainted with the GBTC on NMH web location, and he accepts the GBTC without reservations as a part of his legal relation with NMH.
2. General business terms and conditions of the Supplier do not apply to the legal relations governed by the GBTC.
3. These GBTC replace in full the General Business Terms and Conditions of NMH applicable before 14/06/2019.

In Sered', on 14/06/2019



NMH s.r.o.
Ing. Gergely Tancos
Representative

2. PART

NMH S.R.O. AS A SELLER AND /OR A CONTRACTOR

1. Basic provisions, offer, order and conclusion of the contract

1.1 These General Business Terms and Conditions shall apply to all legal relationships between the Company NMH, as a Seller and / or a Contractor, and third persons, as Purchaser and / or Ordering Party, on the basis of which the Company NMH is obliged to deliver the goods and / or create the work.

1.2 The legal relationship between the Company NMH and the Purchaser / Ordering Party shall be governed by the Purchase Contract or the Contract for Work, the order confirmed by the Company NMH, these General Business Terms and Conditions and the Commercial Code in the order as stated. The Company NMH and Purchaser / Ordering Party can regulate their rights and duties arising out of the contractual relationships differently in the Contract and / or in the order. A different regulation of the rights and duties arising out of the relationships, to which these General Business Terms and Conditions apply, shall be binding on the Company NMH only if the Company NMH expressly confirms such different regulation in writing.

1.3 In the following text, these General Business Terms and Conditions shall be referred to only as the "GBTCs", a person or trading company that submits an order for creation of a work or for supply of goods and / or requests a price offer for creation of a work or supply of goods shall be referred to as the "Customer". The goods and / or works that are the subject of an order or a request for price offer shall be hereinafter referred to as the "Goods".

1.4 All requests for submission of a price offer and all orders made by the Customer can be received and / or accepted by the Company NMH only in the manner and under the conditions specified in these GBTCs. Any other different regulation of the mutual contractual terms and conditions and the warranties for the Goods delivered compared to the GBTCs (although they are stated in the order and / or in the request for submission of a price offer) shall be binding on the Company NMH only if the Company NMH expressly accepts it in writing in the Contract and / or in a form of a separate declaration.

1.5 The contractual relationship between the Customer and the Company NMH arises on the basis of the order which is accepted and confirmed by the Company NMH. Submission of the price offer by the Company NMH as a response to a request for offer from the Customer shall not be considered as conclusion of Contract if such an offer is not followed by a Customer's order subsequently accepted by the Company NMH.

1.6 The offers submitted by the Company NMH always concern the entire Goods and full services in relation to which they are submitted. The Company NMH shall be entitled to refuse any order requesting only the partial delivery of the Goods or services that form the subject of the offer of the Company NMH.

1.7 The offers made by the Company NMH are not binding and the Company NMH

shall be entitled to withdraw and / or revoke them at any time.

1.8 If the Customer refers to any declaration and / or statement that has been or should have been provided to them by an employee of the Company NMH and / or Company's representatives, such declaration or statement in writing must form part of the Customer's order and must be approved by the Company NMH. If the Customer submits a written form of such declaration or statement additionally (after the price offer of the Company NMH or after the receipt of the order), the Company NMH shall be entitled to submit a new price offer without stating reasons for the invalidity of the original price offer.

1.9 The price offers of the Company NMH and acceptance of the Customer's orders by the Company NMH and all subsequent contracts and declarations of the Company NMH are based on the assumption that all information and data provided to the Company NMH by the Customer is entire, complete, accurate and does not contain misleading and / or incorrect information.

1.10 If the Customer does not submit an order based on the price offer of the Company NMH which was submitted at the Customer's request, the Customer shall be obliged to reimburse the Company NMH for all expenses and costs incurred by the Company NMH in connection with the preparation and submission of a price offer according to the Customer's requirements and request.

2. Price:

2.1 All prices are stated exclusive of value added tax (VAT) and other taxes, customs duties and fees applicable at the place of delivery and / or place of production of Goods, unless expressly stated otherwise in the Contract and / or order.

2.2 Unless stated otherwise in the Contract and / or order, transport to the place of delivery, as required by the Customer, shall not form part of the price for the Goods.

2.3 If the price offer of the Company NMH includes also provision of transportation to the place of delivery, as specified by the Customer, and if the Customer subsequently requests a different type of transport and / or transportation of a higher price than the one specified in the order, the Customer shall be obliged to pay such difference in price to the Company NMH.

2.4 The Customer shall be liable for extra costs and damages incurred by the Company NMH due to the Customer's delay in taking over the Goods and / or upon receipt of the Goods.

2.5 The Company NMH shall be entitled to change the price according to the order or price offer if the input materials and / or services are changed after the receipt of the order. The price for the Goods shall be charged in the amount regarding the current price of the input materials and services at the time of dispatch of the Goods to the Customer.

2.6 If the Customer makes additional requirements for any modifications in production and / or specification of the Goods compared to the order, the Company NMH shall adjust the price so that it corresponds to the Customer's additional requirements.

2.7 If the Company NMH has manufactured and / or purchased tools and / or materials in connection with and due to the need to deliver the Goods according to the

order, the Customer shall always be obliged to reimburse separately the associated costs to the Company NMH, unless otherwise expressly agreed.

3. Method of payment:

3.1 Unless otherwise agreed in writing by the Contracting Parties, each invoice of the Company NMH shall be payable at the latest on the day on which the Goods were sent in order to be delivered to the place of delivery or on the day on which the Goods should have been sent in order to be delivered to the place of delivery if this had not been prevented due to delay on the part of the Customer. The Company NMH shall be entitled to issue an invoice in such a manner that it becomes due on the day of dispatch of the Goods at the latest. The Company NMH shall be entitled not to dispatch the Goods until the moment when all issued and due invoices are paid by the Customer, based on Company's own decision.

3.2 If the Goods are delivered in parts, the Company NMH shall be entitled to issue an invoice according to the terms and conditions set forth in these GBTCs separately in relation to each delivered part of the Goods.

3.3 Disputes between the Customer and the Company NMH regarding the delivery of the Goods duly and on time by the Company NMH or disputes in connection with the delay of the Company NMH in fulfilling some of Company's duties related to the delivery of Goods, do not affect the maturity of invoices issued by the Company NMH nor the invoiced amount nor the Customer's duty to pay the invoice in full amount duly and on time.

3.4 The Company NMH shall be entitled not to deliver Goods or to suspend the production and delivery of other Goods to the Customer with no need of further notification, in a case of delay in payment of invoices to any extent on the part of the Customer. The Company NMH shall be entitled to a daily late payment interest in the amount of 0.03% of the amount due for each, even commenced day of the Customer's delay, in a case of even a partial delay in payment of the invoice on the part of the Customer.

4. Right to issue invoice:

4.1 The Company NMH shall be entitled to issue an invoice as of the day on which the Goods are ready to be delivered to the Customer pursuant to the order.

4.2 The Company NMH shall be entitled to issue an invoice as if the Goods were delivered, in a case of the Customer's delay. Each invoice issued is considered to be a separate tax document, the validity and maturity of which is assessed individually. The Customer shall not be entitled to set off their outstanding receivable, which they have towards the Company NMH, against the receivable of the Company NMH arising out of the issued invoice, without the prior written consent of the Company NMH, regardless of the legal reason for emergence of such Customer's receivable.

5. Method of delivery:

5.1 Any delivery conditions and / or delivery clauses stated in the order must be separately confirmed by the Company NMH, together with the Goods specification according to the order and technical documentation, if attached to the order.

5.2 The delivery period shall be determined as accurately as possible, so that disputes are avoided. The delay of the Company NMH in delivering the Goods within the delivery period shall not be considered as a material breach of the Contract, and this reason (delay of the Company NMH) does not lead to the entitlement of the Customer towards the Company NMH to compensation for damages and / or costs incurred by the Customer in connection with the delay of the Company NMH. Similarly, in a case of delay on the part of the Company NMH, the Customer shall not be entitled to withdraw from the Contract for this reason and / or to cancel the order.

5.3 Customer's requirements for modification in production and / or specification of the Goods always affect the modification (extension) of the period for Goods delivery according to the order.

5.4 If the Customer refuses to take over the Goods at the place of delivery according to the order, or if the Customer fails to pay any payment in a case of gradual delivery of Goods, the Company NMH can consider such Customer's conduct as a withdrawal from the Contract, except of the cases where:

5.4.1 the Customer additionally takes over the Goods in regular Goods delivery period according to the order, and pays the payment with which they were in delay, or

5.4.2 the Company NMH agrees in writing to the Customer's request to postpone the delivery of the Goods to the place of delivery according to the order or to postpone the maturity of payment and at the same time the Customer compensates all costs incurred by the Company NMH in connection with meeting such Customer's request.

5.5 If the delivery of packaging forms a part of fulfilment by the Company NMH according to the order, the Company NMH shall be obliged to deliver the packaging corresponding to the nature of the Goods and to the nature and risks arising out of the usual means of transport to the place of delivery according to the order. The costs of procurement of the Goods packaging are not part of the agreed price for the Goods and the Customer shall be obliged to pay these costs to the Company NMH based on the separate invoice.

5.6 The Company NMH shall not be liable for damage and risks arising out of the transport of the Goods and for damage caused during loading, unloading and placing of the Goods inside the means of transport.

5.7 The actual delivery date of the Goods also depends on the Customer's cooperation during their delivery, their final instructions for the delivery of the Goods and on the approved method of delivery of the Goods by the Customer.

5.8 If the obligation of the Company NMH includes also the installation of the Goods at the place of delivery according to the order, the Customer shall be responsible to the full extent for having the place of delivery prepared for the installation of the Goods, including the connection to the power supply and distribution system of the required

networks. The costs associated with the installation of the Goods at the place of delivery are not part of the agreed price for the Goods and the Customer shall be obliged to pay these costs, including the costs of the preparation of Goods for operation and the employees' work costs and their presence at the installation site, to the Company NMH, based on the separate invoice.

6. Risk of damage and ownership right

6.1 The risk of damage to Goods shall be transferred to the Customer and the Customer shall bear damages in connection with loss and / or damage and / or reduction in quality of Goods

6.1.1 at the moment when the vehicle is placed at the place of delivery in order to get the Goods unloaded, if the Company NMH carries out the transportation of the Goods to the destination itself by Company's own means of transport or the Company NMH ensures, on the basis of a separate agreement and in Company's own name, the transport of the Goods to the destination according to the order, or

6.1.2 at the moment when the vehicle designated by the Customer is placed at the place of loading in order to get the Goods loaded, if the transport of the Goods to the destination is ensured by the Customer, or

6.1.3 as of the first day of the Customer's delay, if the Customer is in delay with the takeover of the Goods and / or the payment of any payment towards the Company NMH, or

6.1.4 at the moment when the loading of the Goods started, in all other cases.

6.2 The ownership right to the Goods as a whole or to the supplied part thereof shall be transferred to the Customer at the moment

6.2.1 when the Customer paid to the Company NMH all due invoices and other due receivables, the payment of which is claimed against the Customer by the Company NMH, based on the relationship according to an order and / or other contractual relationships, or

6.2.2 when the company NMH notifies the Customer in writing, that the ownership right to the Goods and / or the supplied part thereof, was transferred to the Customer.

6.3 The Company NMH shall be entitled to request the Customer to release and hand over the Goods and / or any part thereof with regard to which the ownership right was not transferred to the Customer. The Company NMH and / or its employees and / or third persons authorized by the Company NMH are entitled to enter the lands and buildings owned by the Customer and / or third persons or the premises of the Customer and / or third persons in order to take over the Goods, with regard to which the ownership right has not been transferred yet to the Customer, if the Goods, owned by the Company NMH, are located there.

6.4 If the Goods, with regard to which the ownership right has not been transferred yet, is held by the Customer, the Customer shall be obliged, until the moment when the ownership right is transferred, to store the Goods and take due care of the Goods with the diligence of a prudent businessman, so that no damage is caused to the Goods, whereas, upon the request of the Company NMH, the Customer shall be obliged to store such

Goods and take care of them according to this paragraph separately from their other property and / or property of other persons, and the Customer shall be obliged to clearly indicate the ownership right of the Company NMH to such Goods on these Goods.

7. Termination of Contract

7.1 If the Customer terminates, in whole or in part, the Contract under which the Goods are to be delivered to them and / or defeats the purpose of such Contract, they shall compensate the Company NMH for all direct and indirect damages, costs and expenses, as well as for all losses (including overhead costs and profit) incurred by the Company NMH up to the date of termination of the Contract and / or defeat of its purpose by the Customer, as well as for all costs and expenses incurred by the Company NMH as a result of subcontracts or suborders related to the Goods, which were cancelled or terminated due to the termination of the Contract and / or defeat of its purpose by the Customer.

7.2 The Contract can always be cancelled by agreement between the Customer and the Company NMH, whereas in such an agreement the Contracting Parties shall also agree on the amount of the sum, which the Customer is obliged to pay to the Company NMH, due to the reasons set forth in the preceding paragraph.

8. Specification

8.1 If the Goods are specified by the Customer also with regard to the quantities and / or lengths and / or weight and / or volumes and / or performances, the Goods are considered free of defects if the deviations in quantities and / or lengths and / or weights and / or volumes and / or performances are within + -10% tolerance compared to the specification according to the order.

8.2 The Customer's request for a modification of the Goods specification, made after the receipt of an order by the Company NMH, shall not affect the Customer's duty to take over and pay for the Goods, which are already in the production process and / or in relation to which the Company NMH has already ordered the material required for their production.

8.3 If the Company NMH, due to its own time and work schedules, proceeded to production of the Goods according to the preliminary Goods delivery schedule before the approval of such a schedule by the Contracting Parties, the Customer shall be obliged to take over such Goods at the moment, when they will be ready to be delivered and pay for them the price agreed according to the order.

9. Loss, deviations in quantities, apparent defects detected upon takeover of Goods

9.1 The Customer shall be obliged to inspect, check and test the Goods properly upon its takeover. Unless it is proven otherwise, the Goods shall be deemed to have been delivered to the Customer in a condition detected upon inspection, i.e. fully functional and fit for normal use.

9.2 The Customer's claims against the Company NMH, due to loss of Goods and / or deviations and / or due to apparent defects of the Goods shall cease to exist, if

9.2.1 the Customer fails to inspect, check, and test the Goods upon its takeover, or at the latest within three (3) days of the date of Goods delivery to the place of delivery according to the order

or if

9.2.2 the Customer fails to notify the Company NMH in writing of the loss, deviation, malfunction or apparent defect of the Goods within five (5) days of the date of Goods delivery in a case of partial loss, partial deviation, partial failure in delivery or partial malfunction of the Goods, or within fourteen (14) days of the date of dispatch of the Goods for delivery in a case of a complete loss, apparent defects, complete failure in delivery or complete malfunction of the Goods

or if

9.2.3 it is not enabled to the Company NMH to carry out, prior to the moment when the Goods are used or handled in any way for the first time, an inspection of the Goods, in relation to which the Customer notifies loss, deviation, failure in delivery or apparent defect.

9.3 If the Customer fails to notify the Company NMH of the loss, deviation, failure in delivery, defect or malfunction of the Goods in the manner and within the deadlines as stated in this article of the GBTCs, the Goods shall be deemed to have been delivered in accordance with the order and specification, as provided by the Customer, to the full extent, without defects and incomplete items, properly and on time.

9.4 The Customer shall not be entitled to cancel the contractual relationship in relation to the rest of the Goods according to the order, if the deficiencies in quality or quantity, with regard to the partial delivery of the Goods, occur.

10. Defects of Goods detected additionally after inspection, latent defects

10.1 The Customer's claims against the Company NMH, due to the latent defects of the Goods and / or such defects of the Goods that were not detected during the inspection of the Goods upon their takeover, shall cease to exist, if

10.1.1 the Customer fails to detect the existence of a defect of the Goods upon their takeover, even though they should and could have detected it if they had proceeded with professional care, or if they fail to detect the existence of a defect within two (2) weeks of the date on which the Goods were taken over at the latest

or if

10.1.2 the Customer fails to notify the Company NMH of the detection of a defect without undue delay after its detection, however, no later than within three (3) days from the date of its detection

or if

10.1.3 the Goods were used and / or modified in any way and / or were affected in any way

or if

10.1.4 the Customer fails to notify the Company NMH of the existence of the defect within three (3) months of the date of delivery of the Goods at the latest or, in the case of such part of the Goods, which were supplied to the Company NMH by its subcontractor, within

a period specified by the subcontractor.

10.2 All claims of the Customer towards the Company NMH by virtue of any defects of the Goods shall cease to exist if the Customer modified and / or repaired the Goods in any way and without the written consent of the Company NMH, or if the defects could have been caused by unprofessional interference or damage or wear and tear caused by improper use of Goods.

10.3 All claims of the Customer towards the Company NMH by virtue of any defects of the Goods shall also cease to exist if the Customer continued to use the Goods after when the defect had been detected or after when the defect should and could have been detected if the Customer had acted with professional care.

10.4 The Company NMH is entitled to perform the inspection of the Goods, after being notified of the defect detection pursuant to this and the previous article of the GBTCs by the Customer, within one (1) month and, in the case of the Goods located abroad at the moment of delivery of the notification of defect, within three (3) months, counting from the first (1st) day of the month following the month of delivery of the Customer's notification of a defect detection with its exact specification. The Customer is obliged to provide the Company NMH with cooperation to the extent according to the requirements of the Company NMH, including the import of the Goods to the seat of the Company NMH at Customer's own expenses, so that the Company NMH could carry out the inspection.

11. Warranty and claims for defective Goods

11.1 The Company NMH shall be responsible for delivering Goods in quality according to the order, without any defects in material and execution.

11.2 The Company NMH shall, at its discretion, repair or exchange Goods that are demonstrably defective within six (6) months of the day on which the Goods were put into service, however, no more than twelve months of the date of delivery of the Goods, depending on whichever date is earlier, provided that the following conditions are met at the same time, i.e. that the Customer has notified the Company NMH in writing of such defect detection without undue delay in a manner according to these GBTCs and that such defects have been caused solely by the error in design, material or execution delivered by the Company NMH. The Company NMH assumes no liability for damages caused by improper transport and / or improper storage and / or improper installation and / or improper operation or maintenance on the part of the Customer and / or third person, neither for erosion, corrosion nor for Goods that have been subject of incorrect use, neglect, accident, repairs or adjustments made by persons other than the Company NMH, nor for damages not caused solely by the Company NMH.

11.3 The Customer shall be obliged to accept the repaired or exchanged Goods depending on the manner in which the Company NMH has decided to remove the notified defect of the Goods.

11.4 The Company NMH shall not be liable for any damages, sanctions, payments, additional costs or delays incurred by the Customer and / or the third person due to delivery of the defective Goods.

11.5 The Company NMH provides no warranty for the Goods that it does not produce, nor does it provide any declaration or recommendation in relation to such Goods regarding their use, maintenance and compliance of their use with the rights arising out of the industrial and intellectual property of third persons.

12. Exclusion of liability, limitation of damage compensation:

12.1 Any further and / or other liability of the Company NMH, except of the liability according to these GBTCs, including liability for death, damage to health of natural persons, loss of profits, damage to property, cost of mitigating damages which were and / or could have been caused in connection with Goods to the full extent or partially, is excluded to the full extent.

12.2 If the liability of the Company NMH is not excluded and the Company NMH is obliged to provide the damage compensation or any other fulfilment to the Customer as a result of its liability, such damage compensation or the amount of fulfilment shall be limited by the amount of the insurance indemnification provided for this reason by the insurer, with whom the Company NMH has entered into a liability insurance. The Customer's claim for damage compensation or provision of fulfilment under this paragraph shall be due as of the day following the day on which the insurer provided the insurance indemnification.

12.3 If the Company NMH is not able to obtain the protection under the previous paragraph of this article, it shall be valid, that the claim for damage compensation or any fulfilment provided by the Company NMH due to its liability, is limited by the amount of 10% of the agreed price for Goods.

13. Trade secrets and rights arising out of industrial and intellectual property:

13.1 All information concerning the trade secrets of the Company NMH, which is provided to the Customer by the Company NMH both during the negotiations on conclusion of the Contract and / or in connection with the order, as well as within the fulfilment of the obligations of the Company NMH according to the order and / or Contract, is identified by the Company NMH as confidential and the Customer shall be obliged to handle such information in accordance with the provisions of the relevant generally binding legal regulations, the subject-matter of which is the protection of trade secrets and confidential information in the course of trade.

13.2 All sketches, drawing documentation, records, computer software, catalogs and any other documents, the subject-matter of which is the specification, use, description or designation of Goods by the Company NMH and which were received by the Customer from the Company NMH in connection with the Goods, are owned by the Company NMH and as such form the subject-matter of Company's trade secrets. At the same time, the Customer acknowledges, in relation to the documents set forth in the previous sentence of this paragraph, that if their content includes object protected by intellectual and industrial property rights, all such rights belong to the Company NMH, unless otherwise stated therein.

13.3 The Customer shall not be entitled to copy these documents, provide them to third persons, or to handle them in any manner in order to use them for their needs and / or for the needs of third persons and shall be obliged to keep the content of these documents confidential. The Customer can be disposed of the confidentiality regarding the facts according to this point, about which the Customer has learned from the Company NMH, only by the Company NMH; this shall not apply in the case of compliance with legal duties by the Customer.

13.4 If any third person asserts against the Customer any alleged claims in connection with the Goods by virtue of unsettled claims arising out of industrial and / or intellectual property rights, mainly, but not exclusively, by virtue of breach of the rights to patent, design, trademarks and / or to any work, the Customer shall be obliged to immediately inform the Company NMH of this fact and subsequently also of the further course of brought claims and resolution of these claims. At the same time, the Customer shall be obliged to proceed according to the guidelines and instructions of the Company NMH in resolving and settling claims under this paragraph.

13.5 If the Customer fails to comply with their duties under the previous paragraph of this article duly and timely, they shall be fully liable for damage incurred as a result by the Company NMH.

13.6 The Company NMH shall not be liable for breach of the rights of third persons arising out of their industrial and / or intellectual property, if such breach is caused by compliance with the Goods specification according to the Contract and / or order provided by the Customer and / or compliance with Customer's instructions. If any claims are asserted by third persons against the Company NMH by virtue of breach of rights arising out of the intellectual and industrial property, that was caused by compliance with the Goods specification according to the Contract and / or order provided by the Customer and / or by compliance with the Customer's instructions, the Customer shall be obliged to step up in a defence of the Company NMH effectively without undue delay and at their own expenses.

14. Customer's documentation to Goods:

14.1 The Customer is fully responsible for the completeness, correctness, accuracy and suitability of the documentation which is necessary for production of Goods provided by them, regardless of whether the Customer provided such documentation directly themselves or indirectly through their employees, representatives or advisors.

14.2 If the Company NMH makes recommendations or suggestions to the Customer in connection with the documentation provided by the Customer, this does not in itself constitute a limitation of Customer's liability or assumption of liability by the Company NMH for the completeness, correctness, accuracy and suitability of the documentation, unless the Company NMH expressly assumes the liability for the correctness, completeness, accuracy and suitability of the documentation in writing.

14.3 The Customer shall be liable for damage incurred by the Company NMH in connection with the documentation provided by them and / or in connection with the production of the Goods according to the documentation, if it infringed intellectual or

industrial property rights. Therefore, if any third person asserts against the Company NMH any claims due to this reason by virtue of unsettled claims arising out of industrial and / or intellectual property rights, mainly, but not exclusively, by virtue of breach of the rights to patent, design, trademarks and / or to any work, the Customer shall be obliged to settle such claims of third persons for the Company NMH at Customer's own expenses, so that the Company NMH is not in delay towards such third persons. If the Customer fails to fulfil their duty under the previous sentence of this paragraph duly and timely, they shall be fully liable for damage incurred due to this reason by the Company NMH, and, at the same, they shall be obliged to provide to the Company NMH a compensation for all and any costs reasonably incurred by the Company NMH in its defence against claims brought by third persons according to this paragraph, including costs related to court proceedings and costs of legal representation.

15. Tools:

15.1 If the Company NMH has manufactured the tools in connection with the need for delivery or production of the Goods, these shall remain in the ownership of the Company NMH, regardless if the costs of manufacturing the tools were paid by the Customer, or if these costs are reflected in the Goods price. The same applies also in relation to the tools manufactured by the Company NMH according to the design drawings provided by the Customer.

15.2 If the Customer provides the Company NMH with the tools in connection with the delivery or production of the Goods, these shall remain in the ownership of the Customer. The Customer's tools must be properly marked, and the Company NMH shall not be responsible for their wear and tear, destruction, or damage.

15.3 None of the Contracting Parties shall be entitled, under conditions other than those expressly stated in the order, to disclose and / or provide any third party with any measurements, dimensional and design details or any other information in relation to the tools produced by the Company NMH or provided by the Customer.

16. Customer's material:

16.1 Risk of damage to material that is provided to the Company NMH by the Customer for Goods delivery and / or production needs, shall be for the entire duration of the contractual relationship borne by the Customer. The Company NMH shall not be liable for any loss and / or damage of such material, and the Customer shall be obliged to compensate any damages, losses or costs incurred by the Company NMH or by its subcontractors in connection with Customer's material, its processing, any transit in course of its processing, also out of the operation plant of the Company NMH. The Company NMH can, at its sole discretion, contribute to the costs of material replacement.

16.2 Value of material losses, caused by process losses, is included in the contractual price of the Goods and that is why the Customer shall not have claim for any compensation and / or fulfilment against the Company NMH by virtue of process losses.

16.3 The Customer shall be entitled to insure the material at their own expenses against the risks specified in these GBTCs.

16.4 The Customer shall be obliged to ensure that the material provided and / or procured by them is of adequate quality and in condition fit for its purpose. The Customer shall be obliged to compensate all, and any damage incurred by the Company NMH as a result of a defect, incorrect specification, designation, other unsuitability or insufficient quality of the material provided by the Customer.

17. Technical data and information:

17.1 Information from advertising sales executed by the Company NMH and from the technical literature issued by the Company NMH is deemed to be correct as it is presented and in the context in relation to which it is presented. Any information and details on performance, examples of installation and assembly methods presented in such literature and advertising sales are based on experience arising out of test operation under laboratory conditions and is provided only for the purpose of general guidance. None of such data is contained in the Goods specification according to the order or Contract unless it has become part thereof on the basis of the declaration of the Company NMH in a manner pursuant to these GBTCs.

18. Insolvency and bankruptcy:

18.1 If the Customer becomes insolvent or a bankruptcy is filed in relation to their property or the Customer enters into restructuring or enters into liquidation or becomes a company in crisis, the Company NMH shall be entitled to terminate the contractual relationship with them by a notice of termination.

19. Force majeure:

19.1 No Contracting Party shall be liable for failure to fulfil and / or breach of its duties arising out of the Contract or the order if such breach was caused by the circumstances of force majeure on the part of the infringing Contracting Party.

19.2 As the circumstances of force majeure are considered the regulations and orders of the current government in the country, the state of war, the strike also with subcontractors, labour and industrial (commercial) disputes, machine and equipment failure, plant shut-down, accidents, fires, or other facts beyond the will and influence of the infringing Contracting Party.

20. Common and final provisions, applicable law:

20.1 If the Goods are used, built-in or merged into the Customer's own products by the Customer, the Customer shall be liable to the final consumer, even if only the Goods delivered by the Company NMH were defective.

20.2 The Customer shall be obliged to compensate the Company NMH for any costs associated with the works and performances executed by the Company NMH in connection with the Goods outside the operation plant of the Company NMH. The Customer shall be liable for damage incurred by the Company NMH in connection with the stay of its employees in the Customer's operation plant.

20.3 By establishing a contractual relationship or by submitting an order by the

Customer, the Customer expresses and confirms their consent to these GBTCs, as well as to application of these GBTCs to their contractual relationship with the Company NMH. The GBTCs become part of the legal relationship between the Company NMH and the Customer at the moment when this legal relationship is established. By enabling the establishment of a legal relationship under the previous sentence, it is confirmed and declared by the Customer that they have read these GBTCs properly, GBTCs have been delivered to them together with the order, or they have become familiar with them via the website of the Company NMH and that they accept them without reservations and accept them as part of their legal relationship with the Company NMH. The General Business Terms and Conditions of the Customer do not apply to the legal relationships to which these GBTCs apply.

20.4 Legal relationships, that are subject to the regulation of these GBTCs, shall be governed by the applicable law of the Slovak Republic. The effects of statutory provisions from which it can be derogated, which are in contradiction to the order, Contract or these GBTCs, shall not apply to the legal relationships which are subject of these GBTCs.

20.5 The courts of the Slovak Republic shall be competent to hear the disputes arising out of the legal relationships that are the subject of the regulation of these GBTCs.

These General Business Terms and Conditions of the Company NMH are valid for the legal relationships that form their subject-matter as of 14 .6.2019

In Sered', on 14/06/2019



NMH s.r.o.
Ing. Gergely Tancos
Representative