GENERAL TERMS AND CONDITIONS OF SALE

1. General

1.1 These general terms and conditions of sale ("General Conditions") of order, quote, purchase order confirmation, invoice or agreement between Azelis Slovakiensia s.r.o., with company number 105-22659 ("Azelis") and its purchasing partner ("the Purchaser") hereby agreed in writing between the parties. In the event of any conflict between these General Conditions and any and all specific conditions agreed in writing between the parties ("Specific Conditions"), the provisions of the latter shall prevail.

1.2 The General Conditions and the Specific Conditions shall hereinafter jointly be referred to as the "Agreement".

1.3 Acceptance of an offer or quote, purchase order confirmation, invoice or agreement implies that the Purchaser renounces in full the application of its own general terms and conditions (or purchase), which are rejected by Azelis.

2. Offers, orders and delivery

2.1 Except as otherwise indicated therein, offers remain valid for a period of 7 calendar days. An Agreement is only entered into between Azelis and the Purchaser once Azelis has accepted Azelis' offer in writing, or, in the event no offer is prior offer is made by Azelis, when Azelis has issued a written (purchase) order confirmation.

2.2 Every purchase order from the Purchaser to Azelis shall be made in writing and shall be considered final and irrevocable.

2.3 The delivery of the products shall take place in accordance with the Incoterms (latest edition) stated in the Specific Conditions.

2.4 The Purchaser accepts deviations (in accordance with usual commercial practice) of ± 10% compared to the ordered volume due to production tolerances, costs in mounted tanks, tankers and silo vehicles and Purchaser accepts that the invoice shall be increased or reduced proportionally.

2.5 Azelis makes all efforts to fulfill an order on the confirmed delivery date and to avoid or limit any delays. In the event of unforeseen or unavoidable circumstances, or any order promptly inform the Purchaser thereof and Azelis and the Purchaser shall consult on the most practical remedy to avoid any adverse consequences thereof. The delivery case is suspended as long as the Purchaser has not yet fulfilled its obligations due to such circumstances.

2.6 The Purchaser is obliged to take possession of the ordered products on the delivery dates. Shipment to the Purchaser for any reason, except for delivery of defective products, not take possession of the products at the time of delivery: (i) the products shall remain the property of Azelis until payment of the purchase price in full (including any additional costs incurred by Azelis in the process of compelling the Purchaser to pay) have been received by Azelis; (ii) the Purchaser shall, for any reason, be held to be invalid, illegal or unenforceable. Legal, unenforceability or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such provision(s) had not been included herein. In such a case, the parties shall make every effort to make a valid and enforceable Agreement in lieu of the ineffective provision, which reflects as closely as possible the provision which has become ineffective.

3. Reservation of title and transfer of risk

3.1 Products sold remain the property of Azelis until payment of the purchase price in full (including late payment interests, costs and expenses accrued under this Agreement) and/or any other amount owed for the purchase price in full (including any additional costs incurred by Azelis in the process of compelling the Purchaser to pay) have been received by Azelis. Failure to pay any amounts due on the respective dates may lead to reclaiming the products.

3.2 Without prejudice to applicable mandatory legal obligations, the Purchaser shall, for any reason, be held to be invalid, illegal or unenforceable. Legal, unenforceability or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such provision(s) had not been included herein. In such a case, the parties shall make every effort to make a valid and enforceable Agreement in lieu of the ineffective provision, which reflects as closely as possible the provision which has become ineffective.

4. Price and payment terms

4.1 The purchase orders are invoiced at the prices and on the terms and conditions stated in the order confirmation or the Specific Conditions.

4.2 Unless otherwise agreed, Azelis' invoices are payable at the registered office of Azelis within 30 calendar days following the invoice date, via bank transfer on such bank account as indicated therein, unless otherwise agreed in writing. Any objection should be communicated by the Purchaser via registered mail within 7 calendar days following receipt of the invoice. Upon expiration of such term, the relevant invoice shall be considered accepted by the Purchaser and no further complaints shall be accepted by Azelis.

4.3 In case of partial delivery or partial payment of an invoice on the due date, Azelis is automatically entitled, without prior notice, to the (applicable) statutory interest for late payment within the meaning of Article 6 of the Act no. 161/2001 Coll. on combating late payment in commercial transactions (as amended from time to time) or in the event of any breach of warranty in clause 4.4.2.5 and/or in case of purchaser's breach of warranty in clause 4.2.2.5 of the notice, without prejudice to Azels' right from the aforesaid breach of warranty in clause 4.2.2.5 in case the incurred damages exceed the aforesaid amount. All extralocal and legal costs incurred by Azelis in the process of compelling the Purchaser to pay all or any part thereof, is subject to a procedure of judicial reorganisation or bankruptcy, has a receiver or administrator appointed in respect of its undertaking, assets or income or any part thereof, has passed a resolution for its liquidation or for its administration or for any state other than discharge of the Purchaser's obligations vis-à-vis Azelis. No further use will be made by the Purchaser after termination of the Agreement.

4.4 Warranties and notice of defects

4.1 If the products are delivered free from any liens and encumbrances, strictly in accordance with the product specifications, all applicable laws and the terms of the order confirmation or purchase order and with warranty regard to the products, their marketability, fitness for use for a particular purpose or otherwise, express or implied, all of which are hereby exclusively excluded. Azelis shall not be liable for breach of warranty in clause 5.1 if: (i) the Purchaser makes any further use of such products after having filed a complaint in accordance with clause 5.3, (ii) Purchaser failed to comply with product documentation and/or instructions as to the storage, use or handling of the products; or (iii) the Purchaser alters such products without the written consent of Azelis.

4.5 Upon delivery of the products, the Purchaser shall immediately inspect the products on receipt of the products and, if the Purchaser discovers that a delivery of the products or part thereof has not been delivered in accordance with the delivery confirmed by Azelis, the Purchaser shall promptly notify Azelis in writing within five days following its discovery and shall provide detailed thereof. Failure to make such claim within the aforesaid timeframe will result in the final acceptance of the Purchaser.

4.6 Without prejudice to applicable mandatory legal obligations, the Purchaser shall be responsible for any and all claims, complaints by Azelis, be entitled to a replacement of the products or a refund of the agreed price, provided that the products are returned to Azelis in good and undamaged condition and in new condition and without having being used, altered, damaged or otherwise altered (including (final)works) or used or in any way that the risk of the products shall pass to the Purchaser; and (ii) Azelis is entitled to store or have stored the Products at the Purchaser's expense and risk of the Purchaser. Such protective measure does not suspend the payment obligation of the Purchaser.

4.7 Failure to pay any amounts due on the respective dates may lead to reclaiming the products. Until full payment of the purchase price (i) the Purchaser acknowledges that he has no more rights in the purchase price, (ii) the Purchaser shall not use the products as currency or pledge or otherwise encumber the products, (iii) the Purchaser shall not sell or destroy the products in such a manner that they are clearly identifiable as the property of Azelis. The Purchaser may have use and disposal of the products only in a reasonable manner and in a reasonable manner.

5. Liability

5.1 Azelis shall indemnify the Purchaser against all claims, liabilities, losses, damages, costs, penalties and expenses arising out of or in connection with a breach of any warranty given by Azelis or imposed on Azelis under the Agreement.

5.2 In the event of any breach of warranty in accordance with clause 5.1, such liability shall be limited to (i) in case the breach of warranty results in the Purchaser no longer being entitled to use the product (take-back) as provided in the Specific Conditions and/or the General Conditions of Sale, the Purchaser may oblige the Purchaser to recall products sold by the Purchaser, within a reasonable period to be determined by Azelis, if it appears that the products sold by the Purchaser could be defective or cause death or damage. Further, such obligations costs incurred by Azelis in the process of compelling the Purchaser to comply with all reasonable instructions Azelis may give in view of such product recall. The costs for such recall shall be paid by Azelis.

6. Anti-bribery and export control regulations

6.1 Azelis' representatives shall, and shall cause its directors, officers, employees, agents and representatives (the "Representatives") to comply with Azelis' Anti-Bribery Code, Anti-Export Control Regulations and any other applicable anti-bribery legislation.

6.2 The Purchaser acknowledges that the application of the UN Vienna Sales Convention of 11 April 1964 as amended from time to time, may affect the interpretation of this Agreement.

6.3 All disputes arising out of or in connection with the Agreement as well as all other agreements that result there from, shall be exclusively submitted to the courts of Slovakia.