

## Delivery Terms and Conditions

Delivery terms and conditions of DUEL Námestovo Ltd. are an integral part of the framework contract, purchase order or contract between the seller and buyer. Changes and variations may be agreed in writing form.

### 1. Ordering of the goods

Goods are delivered to both legal and physical bodies. A new customer is obliged to submit the current copy from the register of companies, respectively small trade certificate. Customer may order products and services by written order delivered in person, by mail, fax or e-mail, which must include the following items:

- **Customer identification**
  - trade name - commerce register or small trade register
  - address, identification number (IDN)
  - Value added tax number (VAT)
  - bank account, responsible person and contact - phone, e-mail or fax
  - customer order number, offer number – if applicable
  - the exact product name and requested pieces
  - date of delivery, transport means
  - legal stamp and signature of the responsible person
- **The seller sends the written acknowledgement on receipt of the order and with no delay (after checking possible delivery dates) to customer**
- **When specifying the products use information in [our web](#).**

### 2. Price

The goods are supplied under the current list prices on the day of the expedition with turning the agreed rebate, possibly based on a valid bid. List price includes:

- Technical advice on selection and specification, recommendation or equivalent compensation.
- Complete the contract in the entire width of the assortment offered.

Depending on the amount taken up by the volume of goods and payment discipline we provide the from standard list prices following discounts:

I. For contractors - a framework contract or sub-contracts of sale. The prices listed in price list for contractors offer discounts according to the annual turnover (in prices excluding value added tax, a condition for granting the rebate is the payment of invoices by the due dates):

- over 3 000 € – 3% rebate
- over 6 000 € – 5% rebate
- over 9 000 € – 8% rebate

II. I. For non-contracting partners (one order over 3 000 €) we may agree to discount the individual level it would have under similar conditions that was provided to the contracting partner (prepayment necessary). Advance payment is considered as payment of the quote or otherway advance payment is granted on condition that all previous deliveries are paid within a reasonable time.

III. Discounts provided by contractors are bound by the abstraction of other goods in the following period and may also be provided in the form of credit.

IV. The discounts are provided by the supplier.

### 3. Delivery of the goods

On the application of orders under the master agreement the delivery is executed:

- Personal withdraw from the stock
- The destination of the buyer under the Slovak republic or the European Union transport services
- Post delivery
- Buyer transport

The supplies of goods are accounted for dispatching by weight of the consignment, which include a handling charge, the value of packing, shipping, transport and so on. When the requirement of express delivery is right, regardless of volume executed urgently on demand and customer costs.

#### **4. Payment Terms**

Basic payment terms for customers assume bank/wire transfer payment with a maturity of usually 7 days. Under an agreement with the customer at the conclusion of the framework contract can be negotiated by other maturities. Maturity is always a need to agree in advance, the longest for 30 days total. In the case of non-contracting partners condition of sale is for the quote, mail order or in cash.

#### **5. Order Cancellation**

If the buyer withdraws from fulfilling their orders after confirmation of its commitment in time when it is not possible to cancel the delivery of production, respectively move to another buyer, the seller undertakes to choose to pay the reasonable costs of 15% of the value of the canceled goods in the normal range, with special custom-manufactured and further non-market goods, reimburse the vendor for costs amounting to 85% of the value of the canceled contracts (by type of goods and its marketability). These costs represent the costs associated with the seller's acquisition of materials, production, financing and storage of goods order cancellation. These fees are payable within 30 days of cancellation of orders.

#### **6. Others**

The supply of goods is true that title to the goods the buyer shall enter the date of payment of the entire value delivery. The seller agrees to the incorporation of the goods taken into the final product the purchaser only, provided mutual agreement. In case of sale of goods at the seller's ownership to a third party remains the seller owner of the goods and after sales up to pay the invoice and the buyer is obliged to vendor This right to secure a third person to point that out. This property of the seller is inviolable.

#### **7. Warranty**

To supply full range we provide a guarantee in the range normally provided to guarantee minimum of 24 months from the date of delivery. The condition is the application of safeguards in accordance with the complaint to the conditions set out in the accompanying documentation for each product type.

Product assembly, connection to the power grid and putting it into operation can be performed only a qualified person with professional qualifications in electrical engineering under the relevant laws, provisions of technical standards in the state in which the installation and commissioning is carried out.

When selling products to the next retail, wholesale, assembling the final customer or incorporation into sub-contracting the selling prices include the guarantee fee, which covers all costs for possible complaint procedure at the final customer, including the cost of sending a service technician, the assessment of claims, and possible exchange of the claimed product and its transport to the location of the manufacturer.

***These delivery terms are valid till their updating.***

Námestovo, 1<sup>st</sup>. January 2011

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