**IMC SLOVAKIA s.r.o.**

**General Purchasing and Delivery Terms and Conditions**

Version 1

Valid since 1 June 2024

**A. General Purchasing Terms and Conditions**

**I. General**

For legal relations between the contractor and IMC Slovakia, s.r.o., registered office: Šebešťanová 255, 017 01 Považská Bystrica, Registration No. (IČO): 31632220 (hereinafter referred to as „IMC“, or „IMC Slovakia“), the purchasing terms and conditions shall apply explicitly as stipulated hereof. Any terms and conditions of the contractor, and any other agreements shall apply as long as approved explicitly in writing by IMC. The approval shall not mean the silence, or receipt of the subject matter of the contract, or payment of the subject matter of the contract (the contractor and IMC hereinafter referred to jointly as the „contracting parties“, and any of them independently as the „contracting party“).

**II. Orders and Confirmation of Orders**

Any orders by IMC Slovakia must be made in written or text formats, or sent through the electronic data exchange (for instance EDI). The text format shall mean fax, computer fax, or e-mail transmissions, and the issuing company and person must be identified clearly. The contractor shall be obliged to receive an order in the same format, or any other format agreed. The contractor of IMC Slovakia shall return a document duly signed confirming the receipt of the order, within one (1) working day of the receipt of the order (except for the case that any other period is contracted).

Along with the above, the order shall be deemed accepted hereunder, unless the contractor rejects the order in writing, within one (1) working day of its delivery. Any terms and conditions, specifications, standards and other documents specified by, or attached to the order shall constitute a part of the order.

**III. Price**

The prices specified shall be fixed and final, unless otherwise agreed, or specified by the order. The payment terms shall be agreed between the contractor and IMC separately.

Any invoices shall be submitted including a purchase order number, purchase order line, account number, place of unloading, customer reference number, contractor number, component number, number of pieces, price per piece, and volume for the order. The contractor shall send its invoices exclusively electronically to the email address faktury@imcslovakia.sk.

The contractor shall agree to make credit notes to IMC Slovakia upon request by IMC Slovakia. The contractor shall not be entitled to assign receivables to IMC Slovakia, or let any third persons collect receivables, without prior consent in writing by IMC Slovakia. The contractor shall be entitled to offset its claims to IMC Slovakia, if such claims are undisputable, or its counterclaims are admitted lawfully.

**IV. Compliance with Legal Regulations**

The contractor shall, all the time, comply with any laws, regulations and rules valid for the order including, inter alia, any laws related to labour-law relations and the environment. The goods must be delivered including user instructions, conditions of safe and optimum storing and maintenance as well as documents defined by standards, laws and regulations of the country of destination. IMC shall restrict the right not to accept the goods, unless the foregoing stipulations are met upon delivery.

**V. Force Majeure**

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The force majeure circumstances shall be deemed such circumstances which may arise after the contract has been concluded, or the order has been accepted as a result of extraordinary events which may not be predicted or avoided by the contracting parties, such as natural disasters, or a war.

Any of the contracting parties which may not fulfil the contractual obligations must, upon arising and termination of the above circumstances, inform in writing the other contracting party immediately, and submit evidence that such circumstances have had a major impact on fulfilment of the contractual obligations. The occurence of any late subdelivery and the strike shall not be deemed the force majeure, and shall not give any title to extend the delivery term confirmed.

Should IMC be, due to the force majeure circumstances, prevented from taking over the subject matter of the contract at the place agreed, any delay in taking over the subject matter of the contract by IMC shall be excluded in the duration of such an obstacle, and any claims by the contractor for consideration, or compensation shall be excluded, too. In the duration of such an obstacle, the contractor shall be obliged to store the goods at its own risk and expense.

**VI. Confidentiality**

The contractor shall keep confidential any information provided to the contractor by IMC Slovakia, such as drawings, records, samples, means of production, models, data carriers, etc., and shall not make them accessible to any third persons (including subcontractors) without explicit consent in writing by IMC Slovakia, and shall not use them for any other purposes than the purposes defined by IMC Slovakia. The same shall apply to any copies of any information provided by IMC Slovakia to the contractor. The obligation shall not apply to information known to the contractor upon its receipt in an authorised manner, without any special obligation to keep such information confidential, and information which becomes known to the contractor, without any special obligation to keep such information confidential, and/or information which is, or will be known generally, without breaking the contract by any of the contracting parties, or information for which consent in writing has been given by IMC to the contractor, for its use for any other purpose.

The contractor shall not be entitled to present, or otherwise publish its business relation to IMC, for promotion, or any other business, or personal purposes, without prior consent in writing by IMC.

IMC shall restrict the ownership right and any other rights (such as the copyright, mainly but not limited to any intellectual ownership rights, such as the author´s rights, licences, trademarks) to information provided by IMC Slovakia to the contractor.

Any copies may be made upon prior consent in writing by IMC. As soon as such copies are made they shall become the ownership of IMC. The contrator and IMC shall agree that the contractor shall keep the copies for IMC.

The contractor must keep safe, at its own expense, any records, information and objects provided to the contractor by IMC including their copies, and take care of and insure them, and upon request of IMC Slovakia, the contractor shall make them availablee to IMC any time, or destroy them.

The contractor shall have no retainer in any case. The contractor shall have no right to retain any documents, objects, records and information provided by IMC.

**B. Terms and Conditions of Delivery**

The regulations of delivery of IMC shall be used for the efficient receipt of goods. Thus, waiting periods for the consignor and IMC employees as well as any discrepancies and extension of time upon delivery of goods are to be avoided.

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**I. Address of Delivery and Time of Receipt of Goods**

It is necessary to use the postal delivery address specified by the orders and offers by IMC as follows:

**IMC Slovakia, s.r.o.**

**Šebešťanová č. 255**

**017 01 Považská Bystrica**

The time of receipt of goods shall be on working days Mondays to Fridays, **from 06.00 a.m. to 03.00 p.m.**

Any delivery outside the foregoing time may be made explicitly upon a prior agreement with a competent purchaser and/or authorised person to receive goods in IMC.

**II. Time of Delivery / Terms and Conditions of Delivery / Permits**

The agreed terms and time of delivery shall be binding.

The terms and conditions of delivery shall be governed by the DAP (Incoterms 2020) rules including packaging and preservation, to the place designated by IMC, unless otherwise specified.

The contractor shall pack, label and transport goods, in accordance with due business practices to avoid any damage to goods during transport and enable efficient unloading, handling and storage of goods; all goods shall be labelled clearly.

Any goods to be delivery by the contractor to IMC Slovakia must fulfil basic terms and conditions of packaging of goods as follows:

* The goods shall be packed and laid on pallets to be protected and handled easily and safely;
* The goods must not hang over on pallets; the goods must have corners and fragile parts protected;
* The goods must be fixed firmly to pallets in order to be protected against crashes and shocks, weather conditions and corrosion;
* Individual pieces must be separated properly from each other in order to avoid damage and self-motion;
* The goods may be stacked, if allowed by the nature of goods;
* The surface of metal parts uncoated and untreated needs to be treated and protected properly; it shall be forbidden to use any hazardous materials, or substances which may leak and contaminate the goods and environment subsequently;
* Should the nature of goods fail to allow packaging on pallets, the goods may be delivered as „laden in bulk“, however, the goods must be protected properly;
* Should the goods be packed in cardboard packages, the weight per cardboard package must not be more than 30 kg; any heavier material must be packed on pallets;
* The goods and handling units (pallets and packages) must be labelled properly by the identification of the goods, name and address of the consignor, name and address of the consignee (IMC Slovakia), or dimensions and a weight, or any other handling labels;
* IMC Slovakia shall restrict the right to define additional terms and conditions of packaging of the goods to be delivered.

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The contractor shall be responsible for any harm, or damage, due to the failure to fulfil the above stipulations.

A delivery note in two copies shall be attached to any delivery. Such a delivery note shall contain the following:

* IMC order number,
* Goods number, and
* Contractor number.

The contractor must inform IMC in writing immediately on delay of its deliveries specifying the reasons of delay and expected time of delay.

The contractor must inform IMC on any necessary official permits, legal obligations and obligations of notification for the import and use of the subject matter of delivery.

Should the contractor fail to meet the time of delivery on a repeated basis, IMC shall be entitled to terminate the contract (or order), if the contractor fails to meet the time of delivery subsequently, after being alerted by IMC in writing (including the electronic communication) to the failure to meet the time of delivery / deliveries.

**III. Liability for Defects and Warranty**

The contractual warranties shall start on the date on which IMC confirms the receipt of goods, for the period of 24 months, unless otherwise agreed by the contracting parties.

The warranty period shall not cover any period during which IMC could not use the goods in full, due to the defects for which the contractor shall be liable.

The contractor shall be obliged to monitor the quality of its products. The contractor must make sure before any delivery that the subject matter of delivery is defectless and corresponds to the technical requirements agreed, which must be confirmed in writing to IMC.

The contractor shall be notified in writing of any deviations from the quality and quantity identified after the goods have been taken over by IMC.

The contractor shall be liable for any damage incurred, directly or indirectly, to IMC, due to the breach of its obligations including, inter alia, delay of delivery, or due to a non-conformance.

The contractor shall declare and warrant to IMC that

(i) The goods are suitable to be used for the purpose intended, the goods are new, merchantable, of

 good quality, and defectless, mainly (but not limited to) any design, material, construction and

 processing defects;

(ii) The goods conform to the specification and other requirements defined by the order;

(iii) No lien, or easement is imposed on the goods;

(iv) The goods are to be provided together with any information / instructions necessary for the normal

 and safe use of the goods;

(v) Any licences required for the intended use of the goods including the right of transfer and right of

 granting of sublicences are attached to the goods;

(vi) The goods fail to break, or limit any national, or foreign patent, copyright, trade secret, trademark,

 or intellectual property rights of any third parties;

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 (vii) The goods are produced, stored and transported in accordance with any rights and regulations

 applicable in the country of production, storage and transit, mainly the laws related to health,

 safety, environment and labour.

**IV. General Provisions**

The place of performance of deliveries and services shall be the destination of IMC.

The contractual relations between IMC and the contractor shall be governed by applicable laws of the Slovak Republic. The use of collision regulations of international private law, and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. Any disputes arising between IMC and the contractor may only be resolved by courts of the Slovak Republic as the sole competent bodies.

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