

GENERAL SALES AND DELIVERY CONDITIONS OF ZTS TEES VOS, j.s.c. ("ZTS TEES VOS")

1. General

These conditions apply to all offers made by ZTS TEES VOS and to all agreements relating to the sale and/or delivery by ZTS TEES VOS of goods, services and/or advice. The customer accepts these general conditions by issuing an order to ZTS TEES VOS, under the explicit exclusion of any and all other general terms and conditions. ZTS TEES VOS and customer together also referred to as "the parties".

2. Offers and orders

All offers are without establishing obligations, unless expressly stated otherwise by ZTS TEES VOS and/or the parties in writing. Orders are confirmed in writing by ZTS TEES VOS by means of the order confirmation or, in its absence, by the delivery and subsequent issuing of the invoice. ZTS TEES VOS is bound to the agreement on the basis of its confirmation to the customer. ZTS TEES VOS retains for the quality-, workmanship- and agreed use- of its products the standard ZTS TEES VOS try tolerances for quantities and technical data such as measurements, weights, colour (fastness) etc.

3. Prices

All prices are Ex Works (Incoterms 2010), exclusive VAT and other possible costs, levies, taxes or charges, and exclusive packaging, unless agreed otherwise in writing. All prices are based on the cost factors, taxes, exchange rates etc. applicable at the time of the offer, respectively confirmation.

Alterations to the confirmed order, as ordered by the customer, such before delivery is completed give ZTS TEES VOS the right to pass on the charges related to the alterations to the customer and/or to cancel, or to declare the agreement wholly or partially dissolved, this all without judicial intervention or for ZTS TEES VOS the liability to compensate any and all damages, costs and expenses.

4. Delivery

The delivery takes place at the time or during the period stated in the confirmation.

5. Reservation of title

All delivered and still to be delivered goods remain the exclusive property of ZTS TEES VOS until all the claims that ZTS TEES VOS has or shall have on the customer, for whatever account, have been paid in full. The customer may not pawn, transfer ownership of security or grant any other right to third parties, with the exception of that within the normal performance of his company, for as long as ownership of the goods has not yet transferred to the customer. The customer is obliged to store the goods delivered under reservation of title with the necessary care and as the recognizable property of ZTS TEES VOS. If the customer defaults in complying with his payment obligations or finds himself in

financial difficulties, ZTS TEES VOS is authorized to take back the goods delivered under reservation of title. This does not diminish the other rights entitled to by ZTS TEES VOS by the agreement or Law.

6. Complaints

Complaints or claims about quantities and/or defects regarding the delivery that can be determined at date of delivery during normal careful control should be made known to ZTS TEES VOS in writing within eight (8) days of delivery. Complaints about defects that cannot be determined at delivery during normal careful control should be made known to ZTS TEES VOS in writing within eight (8) days of discovery. Every right to complain elapses if:

- Complaints have not been made in writing within the set period;
- ZTS TEES VOS is not given the opportunity to fully investigate the complaint (have the complaint investigated) on site;
- The goods continue to be used;
- Delivery took place more than a year before. Return sending's will only be accepted by ZTS TEES VOS after prior written approval of ZTS TEES VOS. A complaint or claim will never give the customer the right to suspend payment of non-disputed parts of ZTS TEES VOS's invoice or to appeal for compensation in respect to any claim. Excluded from any warranty or guarantee are complaints or claims that are caused by Force majeure, customer's or its customer's or a third party wrongful use of the goods, not following the instructions for use, maintenance and operations of the goods and all causes that lay outside the reasonable control of ZTS TEES VOS.

7. Liability

ZTS TEES VOS is not liable for the costs, damages, expenses and interests (including consequential and/or indirect damages, such as loss of production, loss of revenue, loss of profit, damage to goodwill and loss of interest) which are the direct or indirect result of the delivery of the goods or the advice given by ZTS TEES VOS, of performed work activities, of non-delivery or only the application or use of the goods.

ZTS TEES VOS is only liable for the direct damage resulting from defects in material and factory faults on the goods of ZTS TEES VOS, up to the maximum sum of 10 % of the price (excl. VAT) paid and stipulated in the agreement. Direct damage is given to mean only:

- The reasonable cost of determining the cause and the scope of the damage, in as far as the determination relates to the direct damage stipulated to in these general conditions;
- The reasonable cost to the customer of making the inadequate performance by ZTS TEES VOS fulfil the agreement;
- Reasonable cost of preventing or limiting damage, for as far as customer can prove that

these costs have led to limiting the direct damage as stipulated to in these general conditions. ZTS TEES VOS is never liable for indirect damage, which includes, but is not limited to, consequential damage, lost income, missed savings and damage from business stagnation.

The customer cannot derive any rights from advice and information received from ZTS TEES VOS if this has no direct relevance to an agreement drawn up between both parties. ZTS TEES VOS is not liable for damage of any nature which results from incorrect and/or incomplete information received from the customer.

8. Intellectual Property Rights

ZTS TEES VOS retains the intellectual property rights, the copyright for and ownership of all quotations, software, drawings, specifications and other information provided by ZTS TEES VOS, which may only be duplicated with ZTS TEES VOS's written permission. The customer will treat all information received from ZTS TEES VOS as strictly confidential and not pass on this information to third parties without written permission from ZTS TEES VOS.

9. Payment

Payment must be made within 30 days of the invoice date, unless the confirmation states differently. Payments must be made without deductions or set-off. Payment has taken place when ZTS TEES VOS has received notification that the amount has been received in one of its accounts. ZTS TEES VOS has the right to charge 1.5% interest per month or part of a month for payments not made on time. All costs, legal as well as extrajudicial, the latter being fixed at a minimum of 15% of the invoice amount, made during the collection and recovery of late payments are for the account of the customer.

10. Suspension

ZTS TEES VOS is not obliged to continue to execute the agreement and may declare the agreement dissolved, without legal intervention and without prejudicing ZTS TEES VOS's rights to claim compliance and/or the responsibility of the customer to compensate ZTS TEES VOS, if the customer is in omission with any payment. The customer is obliged to stand security for the purchase price, freight and other costs to the satisfaction of ZTS TEES VOS, even after the agreement has come about. ZTS TEES VOS is not obliged to execute the agreement further for as long as this security remains forthcoming and ZTS TEES VOS may declare the agreement dissolved, without prejudicing the responsibility of the customer to execute his part of the agreement or to compensate ZTS TEES VOS.

11. Force majeure

ZTS TEES VOS has the right, after informing the customer of the circumstances, to cancel the offer, to

suspend the execution of the agreement or to declare the agreement wholly or partially dissolved, without legal intervention and without ZTS TEES VOS being obliged to any compensation of damage suffered by the customer and/or third party, in the case of war, unrest, fire and other calamities, lack of raw and auxiliary material, fuel, breakdown, ZTS TEES VOS trial action, exclusion, governmental intervention, traffic disorder, also resulting from weather and other conditions occurring, immaterial of whether in ZTS TEES VOS's own company or in companies or transport companies supplying ZTS TEES VOS, and any other circumstance that cannot be prevented or avoided by ZTS TEES VOS, as well as in the case of such a change in circumstances that (further) compliance with ZTS TEES VOS's responsibilities will be so problematic for ZTS TEES VOS, that it cannot in all fairness be expected from ZTS TEES VOS. The customer will entirely indemnify ZTS TEES VOS from all related claims from third parties.

12. Applicable right and disputes

Slovak law is exclusively applicable to all offers and agreements. All related disputes relating to or resulting from offers or agreements made by ZTS TEES VOS will be exclusively tried by Arbitration Court of the Slovak Chamber of Commerce and Industry, in Bratislava, Slovakia.

13. Deviations

Stipulations which differ from these general conditions are only valid if they are confirmed in writing by ZTS TEES VOS. In such cases the other stipulations in these general conditions remain undiminished in force.



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Peter Hatala - Chairman of the Board

In Martin, 30th September 2018