



**SALES AGREEMENT number:** [redacted]

1. Seller: VUKI a.s. Company registration number:  
[redacted]
2. Buyer: [redacted]

VAT registration number :  
[redacted]

3. Subject-matter: by order of buyer number: [redacted] day: [redacted]

Number Item	Product identification	Amount	Price per unit	Total price
1.	[redacted] x [redacted] mm Insulation increase max. ... EN [redacted]	[redacted] kg (+/- 5%)	[redacted] EUR/kg	[redacted] EUR

[redacted] x spool 600mm on [redacted] palette EUR - returnable by six (6) months.  
Packing returnable, credited - not included in the price ([redacted] EUR/spool, 10 EUR/palette).  
Test certificate will be enclosed.

4. Shipment date: **by** [redacted]  
The contracting parties have agreed that the penalty for the late delivery shall be 0,05% from total amount for each started day of the delay. The contracting parties have agreed, that Seller is not obligated to pay the penalty for the late delivery in case that Buyer has got liabilities that will have not been paid off by [redacted]
5. Delivery terms: **EXW VUKI Bratislava** (INCOTERMS 2010).
6. Buyer undertakes to pick up subject-matter of this agreement on his expenses within seven (7) working days after he was appealed to take-over by Seller. Buyer is obligated to confirm the takeover if Seller asks so.
7. Payment terms:  
Buyer undertakes to pay the price no later than by [redacted] ([redacted]) calendar days from the invoice date. The contracting parties agree that the penalty for the late invoice payment shall be 0,05% from total amount for each started day of the delay. Buyer is entitled to give back an invoice that contains incorrect information by five (5) calendar days of receipt thereof.

8. The contracting parties have agreed that in case of cancellation of order will apply cancellation charges as follows:
- “ In case of cancellation of order within three (3) calendar days from receiving the order confirmation is the Buyer obligated to pay a cancellation fee in the amount of 10 % of value of order,
  - “ In case of cancellation of order within ten (10) calendar days from receiving the order confirmation is the Buyer obligated to pay a cancellation fee in the amount of 60% of value of order,
  - “ In case of cancellation of order after ten (10) calendar days from receiving the order confirmation is the Buyer obligated to pay a cancellation fee in the amount of 100% of value of order.
- The parties have agreed that the cancellation fee shall pay the Buyer within fourteen (14) calendar days, based on the invoice issued by Seller.
9. Buyer has proprietary right to subject-matter, or its financial equivalent, up to the full payment. Buyer shall care on his expenses in order to the reservation of the proprietary right will be valid to the third parties. Buyer accepts this proprietary right and undertakes to allow Access for suppliers by applying this right. Buyer declares that he is aware of all legal provisions relating the reservation of proprietary right. The contracting parties have agreed that any costs for extrajudicial collection will be paid by debtor.
10. The contracting parties have agreed that provisions of § 422 et seq. Commercial Code, will be in force. If Seller provides a guarantee, Buyer is obligated to complain the defect within fourteen (14) calendar days from the date of their finding, but no later than by the end of the guarantee period. The written complain must contain at least the following information:
- invoice number,
  - type of delivered product,
  - delivery date,
  - description of defect and how it shows,
  - the right choice.
11. The contracting parties have agreed that the provisions of § 455 . 457 Commercial Code are in force for questions about damage hazard.
12. The legal relations arising from this agreement between the contracting parties shall be governed by the Slovak law in the following order:
- the rules and regulations stipulated in this agreement:
    - the jurisdiction of Slovak Law order,
    - the UN Convention on contracts for the International Sale of Goods of April 11, 1980 ("Vienna Convention"), as far as it applies and a provision thereof is peremptory.
- If disputes between the parties arise out of or in connection with this agreement, they shall jointly try to arrive at a solution. If the parties do not arrive at a concerted solution, all disputes arising out of or in connection with the present contract, including such on the materialization or validity of this agreement, shall be judged by the Court of Arbitration by the Chamber of Commerce and Industry of the Slovak Republic in Bratislava. The verdict of the Court of Arbitration by the Chamber of Commerce and Industry of the Slovak Republic in Bratislava shall be binding and final for both parties.
13. This agreement has been drawn up in two (2) originals, one (1) original is intended for Buyer and one (1) original is intended for Seller.
14. The contracting parties declare, that this agreement has been closed freely, seriously and clearly. In witness whereof the contracting parties sign this agreement.

Date: .....

---

Seller (signature, stamp)

---

Buyer (signature, stamp)

---

*Please send the copy of this agreement to our address by return.*

---

Executor: Ing. Porubenská Jana

phone: +421-918 884682

fax: +421-2-4488 2927

+421-2-44882824

+421-2-4488 1041

F-03.1-01-2/02