



DELIVERY AND PAYMENT CONDITIONS

1. SCOPE

- 1.1. These delivery and payment conditions are inseparable part of any sale contract, sold by THERMO/SOLAR Žiar s.r.o.
- 1.2. All the relations, connected with this contract are governed by Commercial code n. 513/1991 Zb.
- 1.3. This contract and all the addendums and modifications should be in written form. Addendums are inseparable part of present contract. Any addendum should be confirmed and signed by both parties.

2. CONTRACT RIGHTS

- 2.1. If not otherwise indicated, seller has the right to fulfill the contract at any moment.
- 2.2. For future orders our prices are non-committal.

3. DELIVERY CONDITIONS

- 3.1. Seller will deliver documentation to purchaser in time and in method, allowing take off of agreed goods.
- 3.2. Purchaser or authorized forwarder will confirm reception of goods without external defects during loading of goods.
If transport of material is paid by THERMO/SOLAR Žiar s.r.o. Company, taking off the products is made during unloading.
- 3.3. If undertaking of goods is made by the third person, it is necessary to prove one's identity for loading of goods.

4. DRAWINGS AND SPECIFICATION

All drawings and specification sent by seller remain his property and will not be copied or given to the third person without written consensus of seller.

5. RESPONSIBILITY FOR DEFECTS

- 5.1. Purchaser declares that he is familiar with appropriate conditions of assembly and operation.
- 5.2. Guarantee conditions depend on claim order of company.
- 5.3. Seller is not responsible for goods damages, caused during transport, ensured by purchaser, damages of improper storage, installation and use.
- 5.4. In case of find out fault, purchaser will inform seller in written form immediately.

6. PAYMENT CONDITIONS

- 6.1. If not mentioned otherwise in present contract, purchase price means " (EX WORKS Incoterms)".
- 6.2. Payment documentation for delivery payments are due in period, indicated in sale contract, started from day of dispatch. If not otherwise agreed in contract, invoice will be the documentation.
- 6.3. If purchaser is delayed in invoice payment - document, replacing invoice- he is liable to pay delay penalty in amount, agreed in payment conditions of sale contract. Basis for this payment is account.
- 6.4. Correct claims against payment document should be delivered to seller within due period.
- 6.5. If not otherwise agreed, payment documents, including correcting ones, are due within 14 days from reception.
- 6.6. Any costs, connected with delayed payment will be paid by debtor.

7. FORCE MAJEURE

- 7.1. In the case of events, not predicted at date of this contract ratification and avoiding seller`s liabilities observation, seller has the right to change the observation period.
- 7.2. Unavoidable Force majeure means e.g. various office regulations, natural events, material and energy supply delay, not caused by seller and similar events of Force Majeure.

8. CLAIMS

The way of solving complaints is written in claim order of THERMO/SOLAR Žiar s.r.o. Company.

9. STORAGE FEES

In the case of goods not take off by purchaser within 14 days from agreed term of reception, seller will account 0.03 % of storage fees for every working day.

10. FINAL STATEMENTS

- 10.1. In the case of undamaged reversible packages return within months from reception date, payment, after wear discount, will be performed within 14 day from reception. Costs for transport by returning of packing defray purchaser.
- 10.2. Goods package and transport in accordance with agreement with purchaser.
- 10.3. Any disputes, connected with contractual parties during present contract observance will be resolved by agreement. In the case of impossibility of such agreement, dispute will be resolved by commercial court at location of seller.
- 10.4. Goods, listed in invoice will be property of THERMO/SOLAR Žiar s.r.o. Co until the full invoice payment.

**In Žiari nad Hronom,
In behalf of seller:**

Name: Ing. Tomáš Jančařík, Sales manager

**Signature:
Date:**

In behalf of purchaser:

Name:

**Signature:
Date:**

THERMO/SOLAR Žiar s.r.o.,
IČO: 00616915,
EUR: VÚB Žiar nad Hronom, 10508422/0200,
CZK: VÚB a.s., pob. Praha, 107-1016011104/6700,

Na vartičke 14, 965 01 Žiar nad Hronom,
IČ pre DPH: SK2020479098,
IBAN: SK55 0200 0000 1050 8422,
IBAN: CZ10 6700 0001 0710 1601 1104,

Slovenská republika
Bankové spojenie/číslo účtu:
BIC: SUBA SK BX
BIC: SUBA CZ PP

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