

1.1 Definition of Terms

„Seller“ shall mean the ETOP International, s. r. o. Company, Company ID: 36383597, with registered office at Považské Podhradie no.117, 017 01 Považská Bystrica, registered in the Commercial register of the District Court Trenčín, file no. 12751/R.

„Buyer“ shall mean the company or person with which the Seller has concluded a contract.

„Contract“ shall mean a contract concluded between the Seller and the Buyer on the sale of products and services, which are subject to these General Business and Delivery Conditions of the Seller.

„Product“ shall mean particularly tires, aluminium and steel wheel discs, complete wheels, parts for trailers and semi-trailers or other goods delivered by the Seller to the Buyer under the Contract.

„Price“ shall mean the price of the products and services agreed within the Contract in accordance with the stated conditions.

„Commercial Law“ shall mean the Act no. 513/1991, of the Commercial Code of the Slovak Republic, as amended.

1.2 General Principles

These General Business and Delivery Conditions apply to all supplies and services that the Seller provides and are consistent with §409 et seq. of the Commercial Code form an integral part of the concluded contracts between Seller and Buyer. Additional agreements are only valid in individual cases, in the form of a written agreement. In case particular conditions would be agreed, these general business and delivery conditions apply as next in line together with the Appendix. Additional terms and conditions of the Buyers are not binding for the Seller.

Unless otherwise agreed, the Contract is concluded by the reception of the order made by fax, telephone or Internet, unless specified otherwise hereinafter. The Seller is entitled, considering his options, to limit or revoke the order from the beginning. If a change of conditions, under which the goods ordered should be delivered, occurs after the receipt of the order on the side of the Seller, the contract is concluded by the receipt of the goods by the Buyer.

The offers of the Seller specified in the information materials, leaflets, catalogues, on the Internet and so on, are non-binding. Errors in the offers, order confirmations, invoices, etc., or mathematical and spelling errors are not binding for the Seller. Data valid at the time of contract conclusion relating to the subject matter of the contract in respect of the appearance (particularly colour shade) are approximate and are uncommitted due to production reasons. In case of failure to fulfil these, the Buyer can not refer to the failure or partial failure to fulfil the contract neither can s/he raise claims for the defects.

The Seller is not required to take back the goods from the Buyer which s/he has properly ordered and which has been delivered to him/her by the Seller, with the exception of statutory and contractually agreed reasons. This applies also to the obligation of the Seller to exchange goods.

It is forbidden to damage or distort marks and numbers marked on the goods and re-sell such goods, which has been damaged or distorted in the stated way.

2. Delivery

The risk of damage to the goods passes to the Buyer at the moment of his/her receipt of the goods or the hand over to his/her carriers (by means of delivery), from the Seller or his/her carrier. The cost of transport, packing and the like, is born by the Seller, unless agreed otherwise.

In case of force majeure or if the operation at the Seller's place or at his/her supplier is interrupted (e.g. due to strikes or technical problems) that temporarily impede the Seller, without his own fault, the delivery of the subject matter of the sales contract in accordance with the agreed terms, the delivery conditions shall be increased by the length of the duration of the interruption of operations due to these circumstances or by the Supplier's term of late delivery to the Seller. Partial deliveries are allowed, each counts as a separate trade.

In the case of unjust and unjustified refusal to accept the goods ordered based on the reasons on the side of the Buyer, the Buyer shall pay all costs associated with the delivery of goods (transport, loading, packaging, ...) and all other costs and damages incurred to the Seller.

Delivery are weekly on buyers demand, confirmed by email 7 days before delivery date.

3. Prices

The prices of the goods specified in the information materials, leaflets, catalogues, on the Internet etc. Are only for orientation, stated net of costs of packaging and transport and vary in accordance with the price list of the Seller applicable on the date of delivery by the Seller and may change without prior notice.

If the basis of the calculation of the Seller increases (e.g. the purchase prices, the tax burden, the consequences of various fees, etc.), the Seller is entitled to increase the already agreed prices. In this case, the Buyer is entitled to cancel the order, refuse to accept the goods, if necessary, return them.

If there an advance payment is made, the amount paid will be credited to the purchase price. If thwarted the realization of the contract, because of and by the fault of the Buyer, the advance payment (deposit) for the purchase price will be considered as a contractual penalty for the breach of obligation on the side of the Buyer.

4. Terms of Payment, Terms of Delivery

In case of late payment of the price for the ordered and delivered goods, the Seller is entitled to the contractual penalty against the Buyer amounting to 0.05% of the outstanding amount for each day of delay, unless agreed otherwise. The Buyer agrees that in case of delay s/he will pay the Seller any costs arisen in connection with the collection of the due payment, especially the costs of notification, encashment and the cost of legal representation, unless agreed otherwise with the Seller.

Claimed contractual penalty against the Buyer shall not affect the Seller's right for compensation for the damages suffered by him in connection with the breach of obligation on the side of the Buyer to proper and timely payment for the goods which have been ordered and delivered. The Seller is entitled to offset the counterclaims of the Seller and the Buyer. The Buyer is not authorized without the explicit consent of the Seller to unilaterally set off any of his/her claims against the Seller with the receivables of the Seller to pay the purchase price.

In case of late delivery of the ordered and late delivered goods, the Buyer is entitled to the contractual penalty against the Seller amounting to 0.05% of the outstanding amount for each day of delay, unless agreed otherwise.

5. Retention of Title

The Contracting Parties agreed in accordance with these General Business and Delivery Conditions on the retention of title pursuant to the provisions of § 445 of the Commercial Code, by which the Buyer acquires title to the subject of the contract only upon the full payment of the purchase price.

Regarding this situation, the Seller and the Buyer agree that the Buyer is obliged to insure the delivered and unpaid goods to his/her account with a benefit to the Seller so that the potential indemnification was equal to at least the selling price of goods, against all the usual risks (particularly against the risk of loss, destruction, damage due to natural phenomena, including insurance against loss or destruction as a result of damages or fraud) in a reputable insurance company.

In the event of breach of this obligation of insurance by the Buyer, s/he is fully responsible to the Seller for any damages incurred as a result of the breach of this obligation.

6. Liability for the Defects

The Seller is solely responsible for defects of the goods till the moment of transfer of the risk of damage to the goods to the Buyer. The Buyer is obliged to get thoroughly familiar with the actual state of the goods when they were delivered. In the case of apparent damage to the goods, failure to deliver part of the goods or delayed delivery, and the like, the Buyer undertakes to note down this fact in the transport document with respect to the need to preserve the possibility of the possible application of rights against the carrier. The Buyer also undertakes to send the Seller a copy of the above transfer document, which will be the basis for complaint proceedings with the Buyer. Otherwise, a claim by the Buyer cannot be accepted. The claim of obvious defects of the goods shall be accepted only if it is made in writing, within 3 days after the delivery and will contain the exact reason for the claim, as well as the exact specification of non-conformity. The complaint for other defects is only recognized if it will be made at the place of the Seller in written form, 3 days after discovery, but no later than two years after delivery

If there are any defects, the Seller is entitled according to his option, either to remove the defects through a delivery of replacement goods for the defective

goods, the delivery of the missing goods, the repair of the goods or the provision of an appropriate discount. In the case of a first unsuccessful repair, two more attempts to repair the goods are accepted (§ 436 of the Commercial Code).

The Seller is responsible for any defects in the quality on the side of the subcontractors, respectively, manufacturers to the time and extent to which the subcontractors, respectively, the manufacturers are responsible for them.

By the agreement of the parties to the contractual relationship, the liability of the Seller for the damages caused by defects of the delivered goods (including compensation for lost profits and indirect damages) is limited up to the purchase price of the delivered damaged goods.

All wheels supplied by the Seller must be checked by the Buyer in terms of their suitability for the corresponding type of vehicle before the assembly, which is an integral condition of their delivery to the customer. Technical modifications, amendments and liability disclaimer shall remain reserved, as well as the printing errors in the texts, eventually in the figures. Prior to the assembly of the tires on the wheel disk the way of mounting the disks must be strictly checked, as well as anything that would prevent the free-spin of the wheels. It must also be checked if there is enough space inside the wheel arches where the wheel will be mounted. Return is only possible by prior arrangement and by return delivery at the Buyer's expense. Discs can only be used on the respective vehicle type. Reported disk / vehicle assignments are due to possible technical changes to the vehicle non-binding and without guarantee. The Seller is not responsible for the technical capability of the vehicle in case of spare parts, which the Buyer shall arbitrarily have mounted on the vehicle.

7. Data Processing

All supplies shall be recorded by the Seller by means of electronic data processing. The Buyer agrees that his/her identification data will be registered by means of electronic data processing and used for the needs of the Seller.

8. Ineffectiveness of the Conditions

If individual conditions of these General Business and Delivery Conditions prove to be partially or not completely valid or unenforceable, this shall not affect the validity of the remaining provisions, which are unaffected by that. In the case of invalidity or ineffectiveness, even partial, the Seller is entitled to replace the said provisions with new ones, so as to maintain the original purpose and scope. This applies also if these General Business and Delivery

Conditions show any shortcomings. Changes become effective for the Buyer at the moment of the first order after their announcement.

9. Specific Provisions

In case of any mechanical damage of the disk (e.g. also damage of the lacquer), it is necessary in any case to contact the Seller, manufacturer or an authorized representative, in order to check the suitability of a repair or to recommend a service site.

The Buyer is authorized to use the trademark, logo or name of the Seller, only with the consent of the Seller.

Transfer of rights and obligations from the contract is possible only with the consent of the Seller.

10. Applicable Law, Court of Jurisdiction and Place of Performance

Legal relationships not modified by this Contract, respectively by these General Business and Delivery Conditions, shall be governed by the relevant provisions of the Commercial Code

The Contracting Parties agreed that all property disputes that have arisen between them, or shall arise in the future relative this sales contract or in connection with this Contract shall be resolved by arbitration pursuant to the Act no. 244/2002 Coll., on Arbitration Proceedings by an independent arbitrator of the permanent FIRST ARBITRATION COURT IN TRENČÍN, Piaristická 276/46, 911 01 Trenčín under the Rules of Procedure of this Arbitration Court. Participants to the Contract shall submit to the decisions of the arbitration proceedings, accepting as a fact, that such a decision will be final and binding for the Parties hereto.

In case of international trade, the use of the UN Convention on Contracts for the International Sale of Goods is excluded.

In Považská Bystrica, 1.1.2019

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Seller

Buyer