Terms and Conditions EMAC s.r.o.

I. INTRODUCTION

EMAC Ltd. is a supplier of industrial goods for the production line. Product is sold by wholesale entities.

Goods sold and marketed through e-commerce is only for customers outside the territory of the Slovak Republic.

Contact us at:

Headquarters: EMAC Ltd. Vychodna 13 911 08 Trenčín SLOVAKIA

Operation: EMAC Ltd. Soblahovská 2050 911 01 Trenčín SLOVAKIA

Tel.: +421 32 3810 232 Fax: +421 32 3922 707 E-mail: <u>info@emac.sk</u> WEB: <u>www.emac.sk</u> E-SHOP: <u>http://emac.flox.sk</u>

ID: 45342407 ID: 2022956342

VAT number: SK2022956342

Bank: CSOB, account number: 4010056532/7500

IBAN: SK08 7500 0000 0040 1005 6532

BIC / SWIFT: CEKOSKBX

EMAC Ltd. is registered in the Commercial Register of the District Court Trencin, in odd. Sro, Insert No. 22475/R

II. REQUEST FOR QUTATIONS

In order to quickly and accurately with a request for bids this should include:

- business name, registration number, VAT number and address of the customer,
- phone, fax or mail connections,
- name of a particular applicant,
- precise identification of the goods required and the required quantity.

Validity of quotation is usually 30 days and we reserve the right to Subject.

III. Ordering goods

In order to quickly and accurately process your order needs to be sent in writing. The order can be delivered in the following ways:

- through electronic commerce (e-commerce),
- electronic mail (e-mail)
- by fax,
- by mail,
- personally.

Particulars of the order:

- name of the customer, a complete and exact address for delivery shipments and invoices,
- telephone and fax numbers, e-mail address,
- purchase order number and date of issue,
- precise identification of the goods required and the required quantity,
- please indicate the number of deals,
- sampling of goods,
- when we ask you for personal take on the agreed date of transposition of goods.

The minimum order value of individual goods is € 100 excluding VAT. Customers for orders below 100 VAT charge a handling fee of 10 EUR without VAT. For some goods are for a minimum offtake quantities.

Order Confirmation

For each order we send the customer an order confirmation.

Cancel Order

Order cancellation is possible if the goods have not yet been binding on you ordered. Revocation of orders for non stock items, or refund is excluded.

Method of refunding the amount

In case of prepayment (proforma invoice) we will issue a credit note. For cancellation of orders we charge a cancellation fee of 20 EUR. Amount paid minus the cancellation fee will point you to enter bank account.

IV. PRICES

Prices are listed in the bid or in e-commerce VAT. For larger order volumes can provide an additional discount.

V. Delivery time

Goods that are in stock, shipped usually within 3 working days after receiving the order for payment of the invoice or the payment of pro forma invoice. Goods not in stock, shipped within the time stated on the booking confirmation.

VI. METHOD OF DELIVERY

- EXW (Incomterms 2012) personal collection or customer's own shipping company.
- DDP (Incomterms 2012) reached the destination shipping company supplier.

Method of delivery and the price of transportation costs is the quotation or listed in electronic commerce.

VII. PAYMENT TERMS

- proforma invoice,
- invoice with the date of payment (usually 14-30 days)
- through Global Payments Europe and webpay service will be paid by Visa, MasterCard issued by any bank in the world

Detailed description of services webpay will be an online store. After submitting your order you will be redirected to the website of GP webpay on which the protected environment specific data on the card (card number, code and expiration CV) and confirm the amount in EUR. You will then receive notification of the successful completion of payment.

ADVANCES full or partial Background:

- the first receipt of goods and in e-commerce,
- when ordering special goods
- if the customer is not established in the Slovak Republic,
- if the customer does not receive the goods possible time paid invoices, which expired maturity.

For larger orders we prefer supplies the proforma invoice. Unjustified delay in payment shall result in immediate inclusion among the defaulters followed by paying in advance, respectively. full stop deliveries. In the event of late payment, we reserve the right to charge a contractual penalty in the amount due under the Commercial Code, for each day.

We reserve the right to refuse orders to companies that have financial obligations to us.

VIII. RETURNS

Returns cannot be given, sold, and that all goods supplied are manufactured to order on an order from the customer.

IX. Claim the goods

Merchandise accepted on the basis of photocopies of the original invoice and a completed claim protocol.

TERMS claim report:

- legibly completed protocol
- name and address of the customer,
- · proof of purchase of goods,
- accurate description of the defect,
- eventual cause of defects.

Form protocol for sending us via e-mail is available at:

http://www.automation.sk/protocol-en-v1.1.pdf

When making a complaint to the relevant laws of the Slovak Republic and Complaint Procedure company EMAC Ltd. Complaints procedure for legal entities and entrepreneurs, visit:

http://www.automation.sk/returns-policy-en-v1.1.pdf

Filing a complaint: A complaint to the correct number of units issued and the identity of the ordered items to the invoice must be made within 14 days of their receipt. Claim to take over expertise. Then the customer is informed in writing whether it is entitled to claim recognized or not. Details of the claim in the Complaint Procedure company, which is an integral part of the delivery and payment terms.

Unfounded claim we invoiced for any costs associated with the complaint.

X. Customer service

EMAC Ltd. manages warranty conditions, which are in accordance with the Commercial Code § 429 et seq. and Civil Code § 612 et seq., unless otherwise agreed.

The warranty period begins on the date of delivery to the customer. Product is warranted in the duration of one year unless otherwise stated.

EMAC Company Ltd. provides customer service based on customer demand and orders.

OTHER

Seller agrees:

- provide the right type and quantity of the goods as stated in the order, on the basis of customer orders in the agreed price,
- adequate to pack and ship the goods within the agreed time,
- issue and attach an invoice as an invoice.

The buyer undertakes to:

- take the merchandise,
- pay for the merchandise invoiced price within the agreed due date.

Seller shall not be liable:

- for delayed delivery of ordered goods caused by the manufacturer or shipper,
- · damage caused by a fault shipment carrier,
- any non-delivery, which occurred due to the fault of the manufacturer of any limitation or revocation of distribution rights or other unforeseen obstacles.

Information that you provide are used exclusively for the supply of goods or services and are not to be disclosed to third parties.

Issued in Trencin on 01/11/2013