

SALES CONTRACT No 2015_52

SELLER:

Linn High Therm GmbH

Heinrich –Hertz-Platz 1
922 75 Eschenfelden

BUYER:

**Institute of Materials and Machine
Mechanics SAS**

Račianska 75
831 02 Bratislava
Slovakia

VAT: SK2020798835

BANK: UNICREDIT BANK

Account No: 700001372300 / 7522

IBAN: DE32 7522 0070 0001 3723 00

BIC / SWIFT: HYVEDEMM405

Tel: +49 9665 / 9140-0

Fax: +49 9665 / 1720

BANK: STATE TREASURY, Bratislava

Account No: 7000358055/8180

IBAN: SK49 8180 0000 0070 0035 8055

SWIFT: SPSRSKBA

Tel +421 2 49 268 300

Fax +421 2 49 268 312

The Seller agreed to sell and the Buyer agreed to buy the following commodity with the terms and conditions as follows:

ARTICLE I: COMMODITY – QUANTITY – PRICE – AMOUNT

Goods	Quantity (pc(s))	Unit Price (€)	Price (€)
Ceramic crucible SKV2-LR-0	50	70,30	3515
Graphite crucible SGV2-G LE 963 S	50	40,50	2025
Ceramic crucible SKV5-LT-I	30	94	2820
Ceramic crucible SKV5-Titan/3LCSC	15	185	2775
Packing and delivery	1	325	325
Total price	x	x	11 460

**ARTICLE II:
PAYMENT – DOCUMENTS**

Terms of payment: 100% advanced payment

Delivery date: Depending on receipt of 100% advanced payment, currently app. 4 weeks.
INCOTERMS: DAP Arranged place of handing over is Bratislava

Other documents: Details packing list, Commercial Invoice

**ARTICLE III:
TERM OF FORCE MAJEURE**

The Seller reserves the right to suspend or postpone delivery without any liability in case of any event beyond control such as war, fire, flood, strike, typhoon, earthquake, obstructions to navigation due to rough sea and other conditions beyond the Seller's control. However, the Seller will provide within 7 days the valid documentary evidence issued by the notary department of the place where the force majeure event occurred. If delivery of goods is not more possible, the Seller shall notify the Buyer of these circumstances and within 15 days return to the Buyer in full the total value which was paid by Buyer according the ARTICLE II – PAYMENT – DOCUMENTS of this SALES CONTRACT

**ARTICLE IV:
TERM OF ARBITRATION**

Two parties committed to perform all above terms and conditions with mutual and friendly spirit. If any dispute arise under this contract that is not settled by amicable agreement between the two parties, the matter will be settle by the local Court Nuremberg.

**ARTICLE V:
GENERAL CONDITION**

All amendment and additional clauses to this contract shall be effected if they will be made in writing form and duly confirmed by the two sides. The Sales Contract becomes lawful from the signing date and comes into the effect by the day of a publication on the website of the purchaser. Sales contract is made out in 4 copies, 2 for each part having equal validity. Fax or scan imagery is also accepted and valid.

The Seller agrees with publishing this Sales Contract on central portal „<https://www.crz.gov.sk/>“ according to Slovak act „Zákon č. 546/2010 Z. z.“ as amended.

**ARTICLE VI:
BUYER'S RIGHTS AND OBLIGATIONS**

1. Goods are deemed to be received by Buyer upon delivery to Buyer's address.
2. Buyer has the right to examine the goods upon receipt and has 7 days in which to notify seller of any claim damages based on the condition, grade, quality or quantity of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.
3. If the Seller delays the delivery not due to the Buyer's fault, and fails to cure it within two weeks after receiving the Buyer's claim, the Seller shall be deemed as failure of delivery. In that case, the Buyer is entitled to notify the Seller of the rescission of the Sales Contract, which shall be effective immediately upon the receipt of such notification by the Seller.
4. In the event that the Seller fails to comply with a period of performance under the terms and conditions of this Sales Contract, the Buyer may require the Seller to pay a contractual fine of 0.05% of the undelivered goods for each day of delay in delivery of goods.

The Seller shall return in full the total value of the undelivered products to the Buyer within fifteen days after determination of liabilities or the effective of the notice to termination the Contract.

FOR THE SELLER:

FOR THE BUYER:
Bratislava,

Date

Date