

# SALES CONTRACT

**SELLER:****TRADIUM GmbH**

Frank Meier, Commercial Manager  
Gerauer Strasse 18  
60528 Frankfurt/Main  
Germany

VAT: DE 812 786 751

**BANK: Commerzbank, Frankfurt**

Account No:

IBAN:

**BIC / SWIFT:** COBADEFFXXX

Tel: +49 69 50 50 25 0 - 0

Fax:

**BUYER:****Institute of Materials and Machine  
Mechanics SAS**

Dúbravská cesta 9/6319  
845 13 Bratislava  
Slovakia

VAT: SK2020798835

**BANK: STATE TREASURY, Bratislava**

Account No:

IBAN:

**SWIFT:** SPSRSKBA

Tel +421 2 3240 1000

Fax:

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

Item	Quality/Form	Unit Price/kg €	Quantity (kg)	Total €
Co	Purity min. 99.95% / Pieces of 1"x 1" up to max. 4"x4"	85.00	30	2550.00
<b>Total price</b>				<b>2550.00 €</b>

**Payment Terms:**

Payment in advance

**Time of Shipment &  
Transportation**

2 weeks after receipt of payment

**Delivery**

DDU Bratislava

## ARTICLE II: PAYMENT – DOCUMENTS

**Terms of payment:** 100% prepayment with bank transfer against proforma invoice to the account of seller.

**Delivery date:** 2 weeks after receipt of order & payment.

**Other documents:** Detailed 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 arises under this contract that is not settled by amicable agreement between the two parties, the matter will be settled by arbitration in accordance with the governing rules of EU.

### **ARTICLE V: GENERAL CONDITION**

All amendment and additional clause to the contract shall be effected if it has been made in writing and duly confirmed by the two sides. The Contract becomes lawful from the signing date and comes into the effect by the day of a publication in the central register of contracts ([www.crz.gov.sk](http://www.crz.gov.sk)) , made out in 4 copies, 2 of which for each part having equal validity. Fax or scan imagery is also accepted and validity.

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 received by Buyer upon delivery to Buyer's address: Dubravská cesta 9, Bratislava, Slovakia.

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 Contract, which shall be effective immediately upon the receipt of such notification by the Seller.

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:  
TRADIUM Gmbh, Frankfurt/Main

FOR THE BUYER:  
IMMM SAS, Bratislava

Date: 25.3.2021

Date: 12.04.2021