

SALES CONTRACT No 201710

SELLER:

GfE Metalle und Materialien GmbH

Höfener str. 45
90431 Nürnberg
Germany

VAT-ID: DE 151325033, Nürnberg, HRB
11176

BANK:

Account No:

IBAN:

BIC / SWIFT:

Tel: + 49 911 9315-476

Fax: + 49 911 9315-1476

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: x

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

Comodity: Titanium Aluminide Alloy Ignor, xxx

Composition: xxx

Dimensions:

Quantity: xxx

Manufacturing:

Quality inspection:

Price: xxx

Total price **5670.00 €**

Price Basis: Excluding VAT, packaging including, CIP Bratislava (Incoterms 2010)

ARTICLE II: PAYMENT – DOCUMENTS

Terms of payment: 30 days net upon date of invoice

Delivery date: Approx. 4 weeks upon receipt of order.

Other documents: Details packing list, Commercial Invoice, Chemical analysis of the bought alloy.

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 arbitration. Such arbitration shall be conducted in the English language in Munich in accordance with the applicable Rules of Arbitration and Reconciliation of the International Chamber of Commerce, Paris, France, by a panel of three arbitrators chosen in accordance with such rules. The arbitrators shall apply the laws of Germany (*alternatively:* Switzerland, Canton Zurich) without regard to the provisions regarding choice of law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. Decisions and awards of the arbitration panel shall be final and binding upon the parties hereto, enforceable in any court of competent jurisdiction.

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 (together with Seller's General Terms and Conditions) becomes lawful from the signing date and comes into the effect by the day of a publication on the website on the central portal „<https://www.crz.gov.sk/>“. 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 the central portal „<https://www.crz.gov.sk/>“ according to Slovak act „Zákon č. 546/2010 Z. z.“ as amended. To maintain patent protection and confidentiality the next information will not be available when publishing: seller's banking data, specification of delivery, price.

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:

Date:

Date: