

SALES CONTRACT

SELLER:

Hyrel International, Inc.

2900 Cole Court, Suite 0
Norcross, GA 30071
<https://www.hyrel3d.com>
hyrel3d@hyrel3d.com
(404)-914-1748

VAT: n/a

BUYER:

**Institute of Materials and Machine
Mechanics SAS**

Dúbravská cesta 9/6319
845 13 Bratislava
Slovakia

VAT: SK2020798835

BANK: Bank of America

Account No: xxx

ROUTING: xxx

BIC / SWIFT: BOFAUS3N

Branch Code: 15432

Tel: +1 212-406-0475

Fax: n/a

BANK: STATE TREASURY, Bratislava

Account No: xxx

IBAN: xxx

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

Commodity: SR Engine, Standard Resolution, with Hotbed and PC.

FH2-260 FH2-260: Hothead extruder

KR2 KR2: Improved (v2) Print head for emulsifiabes

SS15-PA-KEX SS15-PA-KEX: Plunger Assembly for KR2/EMOXT

Quantity: 1

Price: 3,496.25 USD

Transport charge: 1,950.00 USD NOT INCLUDING taxes, tariffs, assessments, duties, fees, insurance, or other costs associated with transport, import or export of this equipment.

TOTAL PRICE: 5,446.25 USD

Quote #9165

Terms of delivery: (date or to) Items to be SHIPPED no later than 40 days AFTER RECEIVING PAYMENT.

**ARTICLE II:
PAYMENT – DOCUMENTS**

Terms of payment: 100 % prepayment within 3 days (Proforma Invoice)

Delivery date: The goods will be shipped within 40 days after receiving payment.

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 to the address provided is not possible, the Buyer can make other arrangements for shipping it to a different location and Seller will refund the unused, received shipping cost to the Buyer. If a new destination is not desired, Seller will refund the monies received by the Seller, less fees incurred.

**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 settled by binding arbitration based in Gwinnett County, State of Georgia, USA.

**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 slovak central register of contracts (www.crz.gov.sk). Sales contract is made out in 2 copies, 1 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.

The Buyer agrees to Hyrel's terms and conditions as listed at <https://www.hyrel3d.com/terms-conditions/>

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

1. Goods are deemed to be received by Buyer upon delivery to Buyer's address, although shipping terms are FOB ORIGIN.
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. Note, however, that Buyer is responsible for all shipping costs for refused or warranty items, as detailed at at <https://www.hyrel3d.com/terms-conditions/> and stipulated above.
3. If the Seller delays the delivery not due to the Buyer's fault, and fails to cure it within four 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.

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

FOR THE SELLER:

Hyrel International, Inc.

Date 2/14/2023

FOR THE BUYER:

**Institute of materials and machine
mechanics, SAS**

Date 2/9/2023