

SALES CONTRACT

SELLER:**KBM AFFILIPS**

Waalkade 2 – 5347 KS Oss
P.O.BOX 799 – 5340 AT Oss
The Netherlands

BANK: GE Artesia Bank

IBAN: NL89 ARTE06 3360 6464
BIC-SWIFT: ARTENL2A

Tel: +31 (0)412 681 311
Fax: +31 (0)412 635 594

BUYER:**IMMM SAS**

Račianska 75
831 02 Bratislava
Slovakia

BANK: Všeobecná úverová banka

Account No: 7000242028/8180

IBAN: SK66 8180 0000 0070 0024 2028
SWIFT: SUBASKBX

Tel +421 2 44253000
Fax +421 2 44253301

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 – UNIT PRICE – AMOUNT

CuSi 70/30 in broken waffle plates - 10 kg - 69 000 €/T - 690 €

Quantity: 10 kg

Price: 690 €

Terms of delivery: week 11/2013

ARTICLE II: PAYMENT – DOCUMENTS

Payment terms: 100% in advance (Proforma Invoice)

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 occurs. 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 CONTRAC



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 the competent court in Amsterdam or by arbitration in accordance with the rules of the Netherlands arbitration Institute (NAI), such at the discretion of the supplier.

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 on the website of the slovak central register of contracts, 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 Sale Contract a consequent supplier's invoice on website 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: Dubravska 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 BUYER:

Bratislava 04.03.2013

331 02 Bratislava 3

FOR THE SELLER:

KBM AFFILIPS B.V.

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