

## General buying terms

of Zepelin s.r.o. seated at NS –Termál, Masarykova 34, Trenčianske Teplice , ID: 36 322 181, registered by Commercial register of District court Trenčín, section Sro, file 13071/R (referred as “Company”) regarding the buy and delivery of inflatable goods, digital printing and other products and services pursuant to § 273 section 1 of act No. 513/1991 Coll as amended (referred as “Conditions”)

### Introduction provisions

Conditions are inseparable part of the contract for buy and delivery of inflatable goods, digital printing and other products and services (referred as “Contract”) and their current wording is placed at internet web site of the Company [www.zepelin.sk](http://www.zepelin.sk). Conditions create rules for realization of purchase, sale of inflatable goods, digital printing and other products and other services connected with the purchase and sale of them.

### I. Definitions

- 1. Supplier:** Zepelin s.r.o. seated at NS –Termál, Masarykova 34, Trenčianske Teplice , ID: 36 322 181, registered by Commercial register of District court Trenčín, section Sro, file 13071/R
- 2. Internet page:** internet page of Supplier [www.zepelin.sk](http://www.zepelin.sk)
- 3. Ordering person:** person who conclude the Contract with Supplier
- 4. Order:** application form published at Internet page of Supplier what is base for conclusion of the Contract with Supplier. Filling and submitting the Order in accordance with Conditions is a base for creation of the Contract. Order is not deemed as an offer of Contract.
- 5. Commercial code:** act no. 513/1991 Coll. as amended
- 6. Working day:** each day during the week except Saturday and Sunday and public and bank holidays as they are defined at act No. 241/1993 Coll. as amended.
- 7. Contract:** agreement Supplier and Ordering person regarding the delivery of goods and/or services specified in Order and setting other rights and duties between Supplier and Ordering person.
- 8. Contractual parties:** Supplier and Ordering person

### II. Process of the conclusion of the Contract

- Based on the Contract Supplier delivers to Ordering person goods and/or provides services specified in the Order and Ordering person is obliged ordered goods and/or services by Order to receive and pay a reward to Supplier.
- From the moment when electronic Order is sent by email to address [sales@zepelin.sk](mailto:sales@zepelin.sk) or filled and signed Order printed from Internet page by Ordering person to fax number **+421 32 6553800** is sent by Ordering person the Ordering person is since that time on bound by the Order and Ordering person is not empowered withdraw or change the Order without Supplier’s written consent. Ordering person is bound by Order for 24 hours since the Order has been delivered to Supplier. This is effective only in case when the Order was sent on such a day during the week that after this day the Working day follows. Order sent by email is deemed to be delivered to Supplier at the moment when at Ordering person’s computer the sign confirming the delivery of message (email) to Supplier’s computer is shown. If there is a doubt about the time of delivery Ordering person is obliged to show this message. In a case the Order is sent by fax Order is deemed to be delivered to Supplier when fax machine confirms reception of the Order by fax machine of Supplier.
- To deem the Order as the offer of Ordering person to conclude the Contract the Order has to contain at least following necessities:
  - 3.1 identification of Ordering person and Supplier including registration at Commercial register or Trades register or other register
  - 3.2 kind of goods and/or service
  - 3.3 amount of goods and or/service
  - 3.4 detailed specification of goods and or/service
  - 3.5 the number of offer if it was sent by Supplier

If the Order is not containing aforementioned data of the Conditions, the Order is not deemed to be an offer to conclude the Contract and Supplier is not bound by the Order if there is not stated something else in the Conditions. In the case the product is to be produced based on Ordering person's documents Ordering person is obliged to submit together with the Order documents in the quality enabling to produce the goods. Documents have to meet at least following parameters: vector graphic, bitmap in resolution 100dpi in size of 1:1, colors defined in Panton CMYK or directs colors, format \*eps; \*pdf; \*ai; \*jpg if is not agreed in written form otherwise. If the goods is to be produce based on the model, photograph, technical drawings these have to be in the quality sufficient for the producing such goods. Quality of all documents is approved by Supplier.

4. If Supplier within 24 hours since Supplier had received Order sent to Ordering person confirmation of Order providing the term of delivery of goods and or/service and price (excluding VAT), it is regarded as the Order has been accepted by Supplier. If the Order has been received by Supplier on a day in the week when after this day the Working day is not following, the term for sending the confirmation by Supplier is postponed until 24.00 of the first following Working day. At the moment Ordering person has received the confirmation of the Order from Supplier, the Contract is concluded, unless Ordering person delivers to Supplier message by fax or mail that Ordering person does not agree with proposed time of delivery and/or price of goods and or/service. In such situation the Contract is not concluded. For delivering the message of Ordering person the provision of the point 2 of this section of the Conditions will be used appropriately.
5. The Contract will not be concluded also in the situation if Supplier does not sent to Ordering person within 24 hours since the receipt of the Order the confirmation including term of delivery goods and or/service and price. It is regarded the Supplier did not accept the Order and also the Contract is not concluded.

### **III. Change of Specification**

1. In a case that in the period since the day the Contract was concluded until day when the goods and or/service is to be received by Ordering person according to Order Contractual parties agree on change of goods and or/service and concurrently agree on new term of reception of goods and or/service. If they do not make an agreement on the term of delivery Supplier is empowered to settle the term of delivery with respect to the nature of goods and or/service

### **IV. Place and time of delivery and reception of goods/services**

1. Ordering person is obliged to receive ordered goods and or/service at the time set by Supplier in the confirmation of the Order unless the term has not been changed. Unless in written is not agreed otherwise the place of delivery is the seat of Supplier. Supplier has reserved the right unilaterally, once per duration of the Contract change the term of delivery goods and or/service for maximum 7 working days.
2. Ordering person is obliged to confirm in written form reception of the goods and or/service. If the Ordering person is not receiving goods and or/service on the agreed place and at the agreed time, such not reception is regarded as default from the side of Ordering person with effects set in Commercial code.
3. Goods are packaged by standard way with respect of to mineralize potential damages during transport. Supplier is not liable for damages occurred during transport. If Ordering person demands different way of packaging than standard one Ordering person is obliged to specify this request in Order.
4. Ordering person can choose the way of delivery of goods offered by Supplier.
5. In a case Ordering person requires different way of delivery of goods than is settled by Supplier, Ordering person is taking all liability for damage of goods or for the loss of goods.
6. Ordering person is obliged to provide all cooperation necessary for proper and on time delivery of goods and/or services.
7. In a case there is delay with delivery of material what is to be used for production of goods, for the period of the delay with delivery such material the time of delivery of goods by Supplier is prolonged. Supplier in written form or in other way inform Ordering person time of delay with the delivery of ordered goods within 3 working days since Supplier is aware of delay with the delivery.
8. In a case Supplier is in delay with delivery of goods Ordering person has right to claim only damage up to 25% of the value of the goods which should be delivered excluding VAT. There is not right for Ordering person to claim loss profit. Supplier is in delay with delivery of goods and/or services only in case the delay is caused by fault of Supplier.

### **V. Paying for the goods and services and the price of goods and services**

1. Ordering person is obliged for the goods and/or services to pay the price in full amount, and on time as agreed with Supplier.

2. In a case Ordering person can not pay for the goods and/or services on agreed time, Ordering person without any delay inform Supplier about it. Right of Supplier to claim the damage shall in no way prejudice the right of the Supplier to indemnification.
3. Ordering person shall pay for the goods and/or services the way as it was agreed in written form otherwise by bank transfer to account specified by Supplier.
4. Supplier is empowered to ask from Ordering person to pay a reserve in amount of 50% of the price of the goods excluding VAT. Ordering person is obliged to pay the reserve within 7 days since the Contract has been concluded. If the reserve is not paid to Supplier within 14 days since the Contract has been concluded Supplier is empowered to rescind the Contract in written form. Reserve shall be included into the price.
5. The VAT will be charge in accordance with Slovak legal system.

#### **VI. Contractual default interest**

1. Ordering person as well as Supplier assume obligation to accept contractual fine and pay them within 14 days period since the day they have been asked to pay contractual fine.
2. The price for goods and/or services has not been paid:
  - 2.1 If Ordering person does not meet the term of payment Supplier is empowered to charge contractual penalties in amount of 0.1 % from the unpaid price for every day of delay and Ordering person is obliged to pay the contractual penalties to Supplier.
3. The goods and/or service is not received by Ordering person
  - 3.1 If the Supplier delivers goods and/or services on time and Ordering person does not receive the goods and/or services Supplier is empowered to charge Ordering person with contractual fine in amount of 75% of the agreed price of goods and/or services excluding VAT and Ordering person is obliged to pay the contractual fine.
4. The goods and/or services is not delivery on time
  - 4.1 If the Supplier does not meet the term of delivery Ordering person can charge Supplier with contractual fine in amount of 0.1% of the agreed price of goods and/or service for every day of delay but maximum up to 25% of the price of the goods and /or service excluding VAT. The contractual fine will be discharge from the price of the goods and/or services
5. Ordering person assumes to receive ordered goods and/or services on alternative term when the goods and/or services will be delivered by Supplier.

#### **VII. Transfer of ownership and risk on goods**

1. Risk on goods is transferred to Ordering person at the moment the goods is hand over to Ordering person actually at the moment when the goods was ready to be hand over to Ordering person but Ordering person does not receive it.
2. The ownership of goods is transferred to Ordering person at the moment the price of goods is paid in full.

#### **VIII. Warranty period and defects of goods and services**

1. Ordering person is obliged to use the goods in accordance with instruction related to goods. Ordering person is obliged to inspect the goods at the time of reception and inform the Supplier about any defects otherwise right for removal lapsed.
2. Guaranty does not cover the situation when the defects are caused by unqualified manipulation, mechanical damage, by fade or intervention of third person
3. Supplier provides following warranty periods: ventilators 2years, material 1 year, work – 1year, printing 1 year if is not otherwise agreed in written form.
4. Ordering person agrees that goods can have size divergence +/- 5% comparing to values settled in documents.

#### **IX. Sale, rent and lease of the goods.**

1. In a case Ordering person conclude with third party contract where the subject of this contract is sale, rent or lease or other way of alienation of the goods to third person Ordering person is obliged to instruct such person during the conclusion of the contract on features of the goods and provides all necessary manual and instruction. If it is necessary to show or try the goods Ordering person is obliged to do it without any delay after the contract was concluded or delivered or during installing the goods. Ordering person is obliged to make a written record about it which has to be signed by both parties and the record or its copy has to be submitted on request to the Supplier on any time.
2. Ordering person is obliged during handing over the goods to the third person make an written record (hand over protocol) signed by all parties where will be stated that goods were handed over without any

defects, on time and properly. In a case there is any defect such defect has to be marked in this protocol together with description of the defect.

3. In a case Ordering person breached the obligations stated in the points 1 and 2 of this paragraph of the Conditions the Supplier is not obliged to remove the defects which incurred due to breached of Ordering person fails of duties free of charge.

#### **X. Final provisions**

1. Relations not regulated by Conditions are governed by legal system of Slovak republic, mainly Commercial code.
2. For relations with international element the provisions of § 9 section 1 of act No. 97/1963 Coll. as amended is applicable. Legal relationships based on or created by or due to Conditions shall be governed Slovak law. In compliance with section 37e paragraph 1 on international private law and international civil procedure that the settlement of any disputes in connection with Conditions shall fall under the jurisdiction of the Slovak courts of law. The competent court to settle such disputes shall be the court having local jurisdiction at the place of the Supplier's registered office.
3. Conditions are attachment of the Order and its inseparable part. Conditions in detail way specify mutual rights and duties of Contractual parties. At the moment the Contract is concluded according point 4 of the article of the Conditions it is set that Ordering person can dispose with the Conditions is aware of the Conditions and agrees with the Conditions. Current wording of the Conditions is at Internet page [www.zepelin.sk](http://www.zepelin.sk) a is bounding for Contractual parties. Supplier is empowered to change the Conditions unilaterally and any change of the Conditions is effective and becomes bounding for Contractual parties on a day when the new wording of the Conditions is placed at Internet page [www.zepelin.sk](http://www.zepelin.sk). New current wording of the Conditions becomes inseparable part of the Contract.
4. Ordering person declares that has been acquainted with the Conditions and agrees with potential changes of the Conditions make by Supplier.
5. In a case any provision of the Condition becomes due to change of the Slovak legislation ineffective such provision becomes also ineffective in the Contract. The effectiveness of the rest of the Conditions is not affected.
6. In case of doubt as to delivery of written documents it shall hold that, in case of delivery by mail, the document was delivered on the 3<sup>rd</sup> calendar day after posting thereof.
7. Conditions becomes bounding and becomes effective on a day when the Contract is established according this Conditions
8. In the case of any dispute, the Slovak version of the Conditions will have priority.

In Trenčianske Teplice (SK), 15.4.2008