



## General business terms and conditions



**GreenCon International, s. r. o.**

**Company headquarters**

Rajská 7, 811 08 Bratislava  
Slovakia

**Office Bratislava**

Chemická 1, 831 04 Bratislava  
Slovakia

▪ [info@greencon.sk](mailto:info@greencon.sk)  
▪ +421 903 427 495

# General business terms and conditions

## 1. Validity of Terms and Conditions

- 1.1 These General Business Terms and Conditions govern the sale of products from **GreenCon International, s. r. o.**, Rajská 7, 811 08 Bratislava, company ID: 51109620 (hereinafter only referred to as “the Seller”).
- 1.2 Unless otherwise specified in a purchase agreement concluded between the Buyer and the Seller, all offers and supplies of the Seller’s goods to the Buyer are carried out based on the following Business Terms and Conditions. These Business Terms and Conditions also apply to all subsequent future business relationships between the Buyer and the Seller provided, that they have not been excluded from future agreements in writing by both Parties; they shall also apply in cases where they have not been explicitly reconfirmed by both Parties.
- 1.3 Individual products are specified by valid price lists and technical data sheets set by **GreenCon International, s. r. o.**
- 1.4 These General Business Terms and Conditions are valid as of 1 May 2021 until revoked.

## 2. Offer and Conclusion of the Agreement

- 2.1 Offers made by the Seller (including electronic offers) are not legally binding. The Buyer’s declaration of acceptance of the Seller’s offer and all the Buyer’s orders or offers require the explicit confirmation of the Seller in writing or by fax in order to the declaration or order to become legally binding for the Seller.
- 2.2 Dimensions, weight, and other data related to the goods are legally binding only if they have been explicitly agreed upon in writing.
- 2.3 The agreement between the Buyer and the Seller is concluded from the moment the Seller confirms the Buyer’s order in writing or via e-mail, or when the order is confirmed by the Seller in another demonstrable and definitive manner.

## 3. Payment Terms

- 3.1 The purchase price of the goods only consists of the price of the goods. The purchase price does not include the price for delivery of the goods. Purchase prices of individual products are shown in the price list set by **GreenCon International, s. r. o.**
- 3.2 Prices specified in the Seller’s order confirmation are of a decisive nature. The Buyer is obliged to pay the price of goods in Euros unless another currency is agreed upon in the purchase agreement. The Buyer is obliged to reimburse the Seller for all losses incurred as a result of foreign exchange differences between the respective foreign currency and Euros from the moment the Buyer is delayed in paying the purchase price up until payment of the purchase price to the Seller has been remitted. The purchase price means the price before delivery from the warehouse or seat of the Seller.
- 3.3 If there is an increase on any public fees (e. g. taxes, customs duties, levies, etc.) or if any further costs of transportation, production, or sale of goods are introduced without the Seller’s influence that were not included in the original purchase price of goods as specified in the agreement at any point from the conclusion of the agreement until the supply of the goods, then the purchase price paid by the Buyer shall be increased

accordingly. The Seller shall notify the Buyer of the new, higher purchase price and this higher purchase price shall be legally binding for the Buyer if the Buyer does not notify the Seller in writing within three business days of his/her disagreement with the higher purchase price. The same applies when such fees or costs are not charged for separately in addition to the price. If the law prohibits the transfer of the obligation to pay the fee to the Buyer, the Seller may withdraw from the Agreement.

- 3.4 The goods become the property of the Buyer on the day when the invoiced amount is fully settled.
- 3.5 All goods delivered to the Buyer remains the property of the Seller until complete settlement of the purchase price for the supplied goods and all other receivables collected by the Seller from the Buyer related to the supply, including but not limited to warehouse costs, potential insurance costs, and the transport of goods by the Buyer.
- 3.6 All other discounts on the price, other special payment terms and so on, may be granted to contractual customers based on conditions individually agreed upon with the Seller.

## **4. Delivery Terms**

- 4.1 Delivery periods are not binding for the Seller unless explicitly confirmed by the Seller in writing and provided that the supplies are not affected in terms of Article 5 hereof.
- 4.2 If the Seller's goods are ready for collection, loading, or shipping but due to transportation problems (for reasons that are not at the fault of the Seller) the goods cannot be collected, loaded, or shipped, then delivery periods are deemed observed and the agreement fulfilled by the Seller.
- 4.3 If the Seller is delayed in delivering the goods for reasons other than those specified in Article 5, it shall be regarded as a minor violation of the agreement. In such a case, the Buyer may withdraw from the agreement after the futile expiry of the additional delivery period of at least ten (10) weeks from notification of the delay, with the additional delivery period granted by the Buyer. Provided such additional delivery period has been granted, the Buyer may withdraw from the agreement in case of a delay caused by wilful misconduct or gross error on part of the Seller.
- 4.4 In case of withdrawal from the agreement, the Buyer may request compensation for damages, however, only in the amount equal to increased costs resulting from the additional purchase of goods of the same amount and type. The Buyer may be further entitled to damages that include compensation for real damage and lost profit only in the event of proven wilful actions of the Seller.
- 4.5 VIS MAJOR - Acts of God: traffic disruption, power outages, strikes, detours due to construction, natural disasters, or other operational failures as well as other obstacles that the Seller is not able to avoid render deliveries impossible or difficult and extend delivery periods. In such cases, the Buyer will be timely notified of any potential obstacle and the Seller will not guarantee the timely delivery of goods. The Seller is entitled to deliver the goods with corresponding delay or withdraw from the agreement. In such cases, the Buyer may withdraw from the agreement or notify the Seller of his/her agreement with the new delivery deadline. Article 4(4) of these Business Terms and Conditions shall be applied accordingly to the potential scope of any substitute damage suffered by the Buyer.

## **5. Transfer of Risk, Shipment and Loading**

- 5.1 If the Buyer fails to take over the ordered goods at the agreed time and does not notify the Seller in a timely manner of a possible and reasonable delay with the takeover of goods, the risk of damage to goods shall pass to the Buyer and the goods shall be stored at the Buyer's own expense and risk.

**5.1** Transportation ordered by the Buyer shall be at the risk of the Buyer. Loading and transportation shall take place under the usual conditions of relevant carriers. When the Seller is obliged to provide for the transport on behalf of the Buyer, the Seller is only responsible for damage if the damage was caused wilfully or as a result of gross negligence during selection of the carrier. The Seller is obliged to provide for insurance of the goods for the period of transportation, only if explicitly agreed so in writing by the Buyer. Costs of such insurance are covered by the Buyer.

## **6. Takeover and Handling of Goods**

**6.1** The Buyer who accepted the goods (whether prior to or at the time of transfer of the risk of damage to the goods) or was invited by the Seller to accept the goods but failed to do so for reasons on his/her part, the Buyer may only claim defective goods if he proves that such defects were caused by wilful actions of the Seller at the time after the transfer of risk of damage to the goods.

**6.2** If the Seller delivers the goods earlier than the agreed date and time, the Buyer is obliged to accept them.

**6.3** If the Buyer fails to remove the goods that he accepted or could have accepted despite the fact, that the goods are ready for delivery, the risk of damage to goods shall pass on to the Buyer on the first day of delay of the Buyer with the takeover of the goods at the latest (provided it did not happen earlier) and the total purchase price becomes payable on this date as well. In such a case, the Seller is still entitled to request from the Buyer compensation for all damages caused by delayed takeover of the goods by the Buyer, as well as interest on late payment of the purchase price, warehouse and transportation costs, and all other provable costs or expenses incurred by the Seller as a result of delayed takeover of goods by the Buyer.

**6.4** The Seller may deliver the goods in parts as partial performance of contract.

**6.5** When storing and handling the goods, it is necessary to observe the instructions, recommendations, and the user and processing instructions that are included in the technical data sheets of each individual product.

## **7. Payment**

**7.1** Unless expressly agreed otherwise in writing, payments are payable within a period of fourteen (14) days from the date of issuance of the invoice by the Seller. In case of new clients, the Seller is entitled to request advance payments for first orders. The Seller is not obliged to accept bills of exchange or cheques as means of settlement of the receivables but may request cash payments. Expenses associated with cashing bills of exchange or cheques shall be borne by the Buyer.

**7.2** Unless the Parties explicitly agreed upon otherwise in writing, the Buyer is not entitled to set off his/her debt towards the Seller against the receivables from the Seller.

## **8. Delays**

**8.1** If the Buyer is delayed in fulfilling his/her obligations resulting from the agreement, mostly involving delays in the takeover of goods or the payment of the purchase price or advance on the purchase price, the Seller may withdraw from the agreement without granting any additional period for fulfilment. In case of the Buyer's delay, the Seller may take back and/or sell the goods in the Seller's exclusive ownership at his / her own discretion and at the Buyer's costs, with the Buyer being obliged to pay the Seller any difference between the actual price and the purchase price agreed with the Buyer in the agreement.

**8.2** If the Buyer is delayed in settling his/her monetary obligations towards the Seller, the Seller may charge annual interest on late payment in the amount specified by the law, as effective at the time when the Buyer was delayed in remitting payment.

**8.3** Any claims of the Seller relating to interests on late payment in terms of these Terms and Conditions are without prejudice to the Seller's claim towards the Buyer relating to compensation for damages and the amount of such compensation.

## **9. Warranty**

**9.1** Unless explicitly provided for otherwise in the relevant agreement or these Delivery Terms, relations between the Seller and the Buyer are governed by the provisions of the Commercial Code and usual business practices.

**9.2** The Buyer is obliged to inspect the goods or ensure their inspection until the moment when the risk of damage to the goods is transferred over to the Buyer at the latest. Any claims for obvious defects and shortcomings after the time in which the Buyer has accepted or should have accepted the goods are waived. The Seller shall not be held responsible for any obvious defects detected at the time of processing of the goods or at any time later.

**9.3** All other claims not excluded or waived pursuant to the previous sections 1 and 2 must be notified to the Seller in writing - in case of obvious defects within three business days from takeover of the goods and in case of hidden defects immediately after their detection - otherwise they shall not be taken into account. The Seller is only responsible for defects in the goods at the time when the risk of damage to the goods passes over to the Buyer. However, any warranties expire one (1) month after transfer of the risk of damage to the Buyer. Any goods from the defective supply must be kept as they were at the time when the defects were detected, it must be obvious that the goods were delivered by the Seller, and the Buyer must store the goods carefully and free of charge and keep them ready for inspection by the Seller. Violation of these obligations leads to the exclusion of any claims towards the Seller

**9.4** If the object of delivery contained defects or its characteristics were not agreed upon in a contract, the Buyer may claim a reasonable discount on the purchase price or replacement or repair of the goods or delivery of the missing goods.

## **10. Administration of Receivables**

**10.1** The Buyer agrees that in case of delay with payment of any receivable of the Seller, he/she is obliged to pay the Seller any costs associated with out-of-court recovery (collection) of receivables of the Seller through an external collection company. In such a case, the Buyer is obliged to pay the costs for out-of-court recovery of the Seller's receivables directly to the external collection office of the Seller entrusted with the collection of receivables and holding a valid authorisation granted by the Seller.

## **11. Final Provisions**

**11.1** These Delivery Terms and all legal relations between the Seller and the Buyer established in connection with the sale and delivery of the Seller's goods to the Buyer are governed by national laws of the Slovak Republic. In case of any international agreements, all delivery terms and legal relations are governed by Incoterms 2020.

**11.2** If any provision of these Delivery Terms becomes or turns out to be invalid, illegal, or unenforceable, then the validity and enforceability of the remaining provisions will not be affected, unless the nature of the legal act or its content or circumstances under which it occurred mean that it is not possible to separate this section from the remaining content of these Delivery Terms. The Seller and the Buyer undertake to replace such invalid, illegal, or unenforceable provisions with a new agreement containing a valid, legal, and enforceable business and legal intention of the same or at least similar nature within fourteen (14) days after they became aware of such invalidity, illegality, or other unenforceability.

## **12. Personal Data Protection, GDPR**

**12.1** Personal data protection in **GreenCon International, s. r. o.** is governed by a specific directive issued by the Seller available at: <https://greencon.sk/en/home/>