

 <b>ARIMEX</b>	<b>GENERAL TERMS AND CONDITIONS</b>		number <b>VOPP-H-2022</b>
	for sale		<b>Version 2.0</b>
	artificial <b>FERTILIZERS</b>		<b>issued on: 1.7.2022</b>
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#### I. Introductory provisions

1. These general terms and conditions for the sale of artificial fertilizers (hereinafter referred to as "VOPP-H") govern all Purchase Agreements (hereinafter referred to as "KZ") concluded between Arimex Bratislava spol. s ro (hereinafter referred to as the "Seller") and third parties (hereinafter as "Buyer").
2. Any other provisions that may conflict with these GTC-H must be concluded in writing between the contracting parties.  
In such a case, such provisions take precedence over provisions under VOPP-H.
3. The seller is entitled to change or supplement these VOPP-H at any time. The current wording of VOPP-H will always be listed on the Seller's website [www.arimex.sk](http://www.arimex.sk). By signing the KZ, the Buyer also confirms that he has familiarized himself with the VOPP-H valid at the time of concluding the KZ and agrees with their wording.
4. KZ are concluded in writing. The written form of conclusion also means the conclusion of the contract through electronic form (scans signed documents, email correspondence).
5. In the event that the Seller sends the Buyer a proposal to conclude a contract, this proposal is valid until the moment of signing the contract by the Seller non-binding and informative.
6. If the CC is closed, it can only be changed in writing on the basis of properly numbered amendments. An e-mail or other communication about a potential modification of the terms of the contract cannot be considered a change to the GTC. Any changes and amendments to the CC become valid only after the signature of the amendment by both contracting parties.

#### II. Delivery

1. The contracting parties send all documents to the address of the registered office, or in the form of electronic communication to email addresses, if it is not in writing agreed otherwise. Specific delivery and contact addresses are listed in the Terms and Conditions.
2. If it is not possible to deliver any document or other document according to the CC to the addressee at the address of his seat or to another address listed in the CC, or if the addressee refuses to accept any document, the document is considered delivered on the 3rd day from the day it was sent to the addressee, even if the addressee does not find out about it.

#### III. Terms of payment

1. The contracting parties have agreed that the Buyer is not entitled to assign any claims of the Buyer against the Seller arising from the GTC to third parties without the prior written consent of the Seller.
2. The buyer declares that he is not a debtor to the tax office as of the date of signing this contract. The Seller declares that, as of the date of signing the Agreement, there are no reasons on the basis of which the Buyer should become a guarantor for the tax pursuant to § 69 par. 14 in connection with § 69b of the VAT Act and the Buyer declares that he is not included in the list of VAT payers for whom reasons for cancellation of VAT registration have arisen, maintained by the Financial Directorate of the Slovak Republic and published on the portal of the Financial Administration of the Slovak Republic pursuant to § 69 par. 15 of the VAT Act. The buyer further declares that as soon as he becomes aware that he is included in the list of VAT payers who have reasons for canceling VAT registration, he will immediately notify the seller of this fact in writing.

#### IV. Transfer of ownership and reservation of ownership

1. Ownership of the Goods passes to the Buyer upon payment of the purchase price.
2. In the event that the Buyer is in arrears with the payment of any due obligation towards the Seller, the Seller is entitled to suspend any further deliveries of the Goods, or withdraw from the Contract.

#### IN. Contract fines, sanctions and damages

1. The Buyer is obliged to maintain confidentiality about all facts related to the Seller's business, which he learned before, during and for the duration of the contractual relationship. Confidentiality applies mainly to price information, the specifics of the goods, the wording of concluded CCs and the like. Violation of this obligation is considered a substantial violation of the CC. In the event that a breach of confidentiality by the Buyer results in damage suffered by the Seller, the Seller is entitled to full compensation from the Buyer.
2. In the event of failure to collect the total quantity of the Goods or part of them within the deadline according to the CC, the Buyer undertakes to pay the Seller a contractual penalty in the amount of 10% of the agreed selling price of the Goods for each uncollected ton of the Goods. Payment of the contractual fine does not affect the Seller's claim to compensation for any damage in its entirety. In such a case, the Seller is also entitled to sell the Goods to a third party, take them away, or dispose of them in another way at his discretion.

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3. In the event that the delivery of the Goods is delayed due to unforeseeable circumstances beyond the objective control of the Seller (force majeure), the Seller is not in delay of delivery. At the same time, the seller declares that, despite such circumstances, he will make maximum proactive efforts, his business experience and techniques, so as to eliminate such possible delays as much as possible. Other provisions and procedures that are valid for cases of force majeure are defined in Article X.

**VI. Acceptance of the Goods and claims for defects in the Goods**

1. Unless otherwise stated in the Contract, claims from defects in the Goods are governed by the Commercial Code.
2. If the Buyer is late with the collection of the Goods and there is no agreement on extending the delivery date, the Buyer is obliged to collect the Goods within 7 days from the delivery of the Seller's written request.
3. Goods are accepted by written confirmation of the relevant documents (delivery note, CMR, etc.).
4. By confirming the relevant documents, the Buyer confirms that the data on the Goods listed on such documents correspond to the physically delivered Goods and their labeling on the packaging and accompanying documents, that is, that the Buyer received the type of goods that is listed on the delivery notes and thus there was no accidental confusion of the Goods during its loading. The Buyer must inform the Seller of such a claim immediately before unloading the goods from the means of transport. Later complaints of such a problem, after 24 hours of delivery, will not be accepted.
5. The place of quantitative and qualitative fulfillment and acceptance of the Goods by the Buyer is the Buyer's warehouse, which is specified in the Contract, and which is the final collection and serious place. Physical and qualitative acceptance of the Goods is carried out by unloading them in the Buyer's warehouse from the Seller's means of transport. During the unloading of the Goods, the Buyer is obliged to assess the sensory condition of the Goods.
6. Any obvious defects (damage to the packaging, missing quantity, visible defects of the Goods) the Buyer is obliged to properly document by creating photographic and video evidence, according to which it is clear that the defect occurred before the Buyer's physical contact with the Goods (e.g. photos of the Goods on the means of transport before unloading and during unloading). In the event of a claim for weight differences, photos from the weighing of the Goods. From the photographic documentation created, it must be clear and provable that these are unequivocally Goods according to the Commercial Code (visible batches, commercial texts on packages, vehicle registration number, etc.). The Buyer is also obliged to immediately record such obvious defects in writing in the relevant delivery notes and have them confirmed by the signature of the driver who delivered the Goods. The Buyer is also obliged to immediately report such obvious defects to the Seller by phone and then in writing, and the Seller will provide further detailed instructions so that the complaint is properly recorded. The Seller will use his utmost professional efforts to resolve the duly documented complaint in favor of the Buyer. Later complaints of immediately obvious defects, after 72 hours of delivery, will not be accepted.
7. Any later complaints of hidden defects, which could not be detected during the acceptance of the Goods, will be dealt with individually by the Seller. The Buyer is aware that the Goods must be stored in conditions suitable for the storage of the Goods, while the Goods are protected in particular from moisture, large temperature fluctuations and other weather effects and are placed on a solid, dry concrete base, or elevated on pallets. Qualitative degradation of the Goods caused by obvious incorrect storage techniques will be rejected as unjustified.
8. Any qualitative analysis of the Goods will be carried out in an independent, accredited laboratory in the EU, which will be selected by agreement between the Seller and the Buyer. Even if there is no joint agreement on the selection, both the Seller and the Buyer have the right, at their own expense, to arrange for a separate analysis. In the event of a significant difference in results, the contracting parties will seek a common and objective solution.

**VII. Termination of the contract**

1. The CC can be terminated before fulfilling the obligations arising from it: - by written agreement between the Contracting Parties; - by written withdrawal from the Contract under the conditions set by the CC and/or the Commercial Code, especially in the event of a substantial breach of the CC.
2. In particular, the following are considered to be a material
  - violation of the CC: Failure to take over the Goods at the place of delivery within the specified period;
  - Buyer's delay in payment of obligations arising from business activity between the Seller and the Buyer; - if restructuring has been declared for the Buyer or if the property of the other Contracting Party has been declared bankrupt, or if the other Contracting Party is in liquidation; - if the other Contracting Party has reasons for canceling the registration according to § 81 par. 4 letters b) point two of the VAT Act, or the other Contracting Party will be published in the relevant list of persons for cancellation of registration pursuant to § 81 par. 4 letters b) of the VAT Act led by the Financial Directorate of the Slovak Republic.
3. A written withdrawal from the Contract shall take effect on the day when the written expression of the will of the Contracting Party, which contains the notice of withdrawal from this Agreement, is delivered to the other Contracting Party. For the purposes of this point, delivery by e-mail is not permissible.
4. The seller has the right at any time, in accordance with the regulation of the European Parliament and the Council (EU) no. 2019/1148 (hereinafter referred to as the "Regulation"), withdraw from the Agreement unilaterally, without delay and without sanctions, including during its implementation, in the event that:
  - has reasonable doubts about the legality of the intended use or the Buyer's intention to use the restricted precursor for a purpose other than the authorized one; -
  - if the Seller discovers that the "Customer's Statement on the specific use or uses of a restricted explosives precursor" within the meaning of the Regulation contains false information about the Buyer, its validity has expired, or the Buyer refuses to provide or does not deliver such a Statement to the Seller in sufficient time before implementation. The Buyer is also aware that the Seller is obliged to report any suspicious behavior of the Buyer, in accordance with the Regulation, to the relevant state authority.

**VIII. Privacy**

1. The Buyer's personal data is processed in accordance with the applicable guidelines of the Seller.
2. The buyer has the right to familiarize himself with the full text of the directives on the protection of his personal data in the form of a written request to [arimex@arimex.sk](mailto:arimex@arimex.sk).

**GENERAL BUSINESS TERMS and CONDITIONS for the sale of artificial FERTILIZERS****IX. Special Provisions - Restriction of Explosives Precursors**

1. The provisions in this article apply exclusively to fertilizers that contain explosives precursors in concentrations determined by the relevant EU Commission Regulation.
2. The buyer declares that he is the so-called "professional user" of fertilizers within the meaning of the Regulation who demonstrably needs a restricted explosives precursor for purposes related to his trade, business or profession, including agricultural activity, provided that such purposes do not include making the restricted explosives precursor available to another person.
3. The Buyer declares that the Seller has informed him that the acquisition, possession or use of restricted explosives precursors is subject to restrictions in accordance with Article 5. 1 and 3 of the Regulation, as well as reporting obligations in case of suspicious transactions, disappearance or theft in accordance with Article 9 of the Regulation. The Seller also informs the Buyer that the entire text of the Regulation is available at [www.arimex.sk](http://www.arimex.sk) in the Fertilizers section, and the Buyer declares that he has familiarized himself with the text of the Regulation and undertakes to act in accordance with it.

**X. A higher power**

1. The seller is not responsible for partial or complete non-fulfillment of obligations under the Purchase Agreement if this non-fulfillment occurred as a result of force majeure. Force majeure (Vis Maior) for the purposes of the order is considered to be circumstances that occurred independently of the will of the Seller, without his fault, are unforeseeable, or foreseeable but uncontrollable, and have an impact on the delivery of the Goods, in particular: a) the Seller's supplier declares to the Seller state of force majeure (so-called Vis Maior or Force Majeure); b) there is physical damage, confiscation or occupation of production capacities and/or associated technologies; c) there will be physical damage, interruption, confiscation or occupation of logistics routes (tracks, terminals, ports and associated technologies) mainly due to armed conflicts; d) there will be physical damage, confiscation or occupation of means of transport (locomotives, wagons, ships, trucks) mainly due to armed conflicts; e) there will be physical damage, confiscation or occupation of the Goods themselves, mainly due to armed conflicts; f) occurrence of natural events such as fire, flood, earthquake, lightning, hail, strong wind, windstorm, blizzard, extreme frost, etc.; g) strike, mobilization, war, armed conflict or aggression; h) commercial, monetary, political, or other measures of national or transnational public authorities, whether the country of origin of the Goods, transit countries or the country of receipt of the Goods; i) impossibility for the Seller to make payments to the supplier due to bank and interbank rules, regulations, sanctions, blocking, or removal of the supplier from the usual financial systems (SWIFT and its equivalents).
2. If the circumstances of force majeure do not last longer than three months, the Contracting Parties are obliged to continue fulfilling their obligations from the order, while the period of performance is extended by the duration of the force majeure.
3. In the event that the Seller invokes force majeure, he is obliged to notify the Buyer without undue delay, no later than within 5 days, of the occurrence of force majeure circumstances together with notification of at least an approximate possible delivery of the Goods by e-mail message to the Buyer's contact persons. In the same way, the Seller will notify the Buyer of the termination of the force majeure
4. circumstances. In the event that the force majeure circumstances last longer than three months, the Seller, against whom the force majeure acts, is entitled to withdraw from the Purchase Agreement, without being obliged to provide the Buyer with substitute performance or compensation of any alleged, direct or indirect damage.
5. The Buyer may request a statement from the Seller as to whether he will withdraw from the order, or whether he will fulfill within a reasonable time, or with the modification of other business conditions. If the Seller does not comment, the Buyer has the right to withdraw from the order. The Buyer cannot refuse the partial payment that has been made up to this time .
6. In the event that the Seller is unable to deliver the Goods on the date specified in the Purchase Agreement due to force majeure, the time for delivery of the Goods shall be appropriately extended by the duration of the force majeure. If, as a result of force majeure, the Seller's performance becomes impossible, his obligation to deliver the Goods to the Buyer ceases.

**XI. Final provisions**

1. The legal relationship of the Contracting Parties established by the CC, unless expressly regulated otherwise by the CC, is governed by the valid legal order of the Slovak Republic, in particular by the provisions of the Commercial Code.
2. Unless otherwise agreed in the Contract or VOPP-H, business matters of delivery (delivery technique, transfer of ownership rights, responsibility for damage to the Goods, etc.) are governed by the valid provisions of INCOTERMS 2020.
3. The contract is further governed by the annexes: Qualitative parameters, packaging, storage, transport, label and health and safety, which are listed on [www.arimex.sk](http://www.arimex.sk) in the Fertilizers section.
4. All disputes that arise from this contract or related to this contract, including disputes about its validity, interpretation, or cancellation, will be resolved according to Slovak law by the competent general court of the Slovak Republic.
5. In the event that some provision of the Agreement becomes invalid and/or ineffective, this does not affect the validity and/or effectiveness of the other provisions of the Agreement. In this case, the Contracting Parties undertake to replace such an invalid and/or ineffective and/or unenforceable provision with another valid and effective provision that most closely replaces it in a legal and commercial sense.