

OMNIA KLF, a.s. GENERAL TERMS AND CONDITIONS OF SALE
No. 01/2009
(hereinafter referred to as the "General Terms and Conditions of Sale")

1. Application of the General Terms and Conditions of Sale

1.1 The General Terms and Conditions of Sale regulate the relation between the company OMNIA KLF, a.s., with the registered office at Tomášikova 30, 821 01 Bratislava, company ID No. 00 211 095, registered in the Commercial Registry of the District Court Bratislava I, Section Sa, file No. 78/B, hereinafter referred to as the "**Seller**", Seller's mail address: OMNIA KLF, a.s., Kukučínova 2734, 024 01 Kysucké Nové Mesto, fax: +421-41-4201153, e-mail : marketing@omniaklf.sk, and the customers of the company OMNIA KLF, a.s., hereinafter referred to as the "**Buyer**", when the Seller sells the goods to the Buyer, hereinafter referred to as the "**Goods**".

1.2 Any variations of these General Terms and Conditions of Sale shall be valid and effective only when approved in writing both by the Seller and the Buyer.

1.3 These General Terms and Conditions of Sale shall apply in full to the relation between the Seller and the Buyer when the Seller sells the Goods to the Buyer, unless the Seller and the Buyer agree on different terms and conditions in a written contract.

1.4 Any Buyer's General Terms and Conditions of Sale as well as any Buyer's Conditions of Purchase shall be excluded.

1.5 These General Terms and Conditions of Sale shall become binding for the Buyer after it orders the Goods from the Seller, or after delivery of the Goods if the Goods are delivered without prior Buyer's order.

2. Binding Order, Delivery Terms and Performance

2.1 The Seller shall deliver the Goods to the Buyer in the quantity, within the term and for the prices specified in individual purchase contracts made between the Seller and the Buyer. A Buyer's binding written order (hereinafter referred to as the "**Order**") approved in writing by the Seller shall be deemed a purchase contract. Any Buyer's Order shall be binding and irrevocable within 10 (ten) days after its delivery to the Seller.

2.2 An Order should contain an indication of the Seller and the Buyer, kinds of the ordered Goods, drawing numbers and reference to the applicable technical conditions (Section 6.2.), quantity of the Goods according to their kind, unit price for each kind of the Goods, required delivery term, date of issue of the Order, signature and printed name, surname and title of the person authorized to act on behalf or for the Buyer.

2.3 Terms for submission of prospects and orders:

2.3.1 Unless the Seller and the Buyer agree otherwise, the Buyer shall submit its Orders at least 4 (four) months before the Goods delivery term required by the Buyer, in the following structure and update:

- for 2 (two) calendar months immediately following submission of the Buyer's Order as the Orders that the Buyer shall not be entitled to cancel or change the Goods delivery term unilaterally (hereinafter referred to as the "Fixed Months");

- for 2 (two) calendar months immediately following the two Fixed Months as a prospect with a possibility to cancel the Order to the extent of +/- 20% (from the ordered quantity of the Goods for a specific kind of product), or change the Goods delivery term to the extent of +/- 20% (from the ordered quantity of the Goods for a specific kind of product).

2.3.2 Terms for submission of Orders for special purchases, irregular purchases of the Goods and the like other than deliveries of high or middle quantity, shall be handled individually.

2.4 The Buyer shall be obliged to take over the ordered Goods from the Seller immediately, i.e. within five business days after the Seller notifies the Buyer of the fact that the Goods are ready for taking over, within the agreed delivery term. If the Buyer fails to take over the Goods, the Seller shall be entitled to issue an invoice for such Goods, and the Buyer shall be obliged to pay such invoice within its due date.

2.5 The Seller shall be exempt from liability for delay of deliveries if such Seller's delay has been caused by the Buyer's failure to meet its obligations, mainly the ones set forth in Section 3.6. herein, and/or by any events excluding the liability, and/or any unexpected events in the production process of the Seller or Seller's suppliers, delayed deliveries of the Seller's suppliers and the like.

2.6 According to Section 2.3.1., the Seller and the Buyer shall agree in writing the maximum and minimum quantity of the Goods being at the Buyer's disposal in the Seller's store of finished products, and the maximum and minimum quantity of material necessary for production of the Goods that the Seller shall be entitled to buy for production of the Goods for the Buyer. In the event the Buyer fails to take over the Goods from the Seller according to the approved Orders, the Buyer shall be obliged to purchase from the Seller the specified agreed quantity of the Goods and the specified agreed quantity of the material for production of the Goods.

2.7 In the event the production preparation process and/or production of the Goods required by the Buyer needs production of new tools and/or equipment, or in the event the Seller incurs additional costs due to the production preparation process and/or production of such Goods (development, documentation, tests, etc.), and the Buyer fails to take over the agreed quantity of the Goods from the Seller, the Buyer shall be obliged to pay the Seller for all costs related to the production preparation process and/or production of such Goods.

3. Purchase Price of the Goods and Payment Conditions

3.1 The Buyer shall pay the Seller the purchase price for the Goods in EUR in the amount according to the approved Order. The Seller shall be entitled to adjust the price for the Goods additionally and unilaterally after consideration of production costs, mainly price changes of the main raw material necessary for production of the Goods, energy, and changes of wages.

3.2 Prices for the Goods shall be valid under the delivery condition EXW OMNIA KLF, a.s., Kukučínova 2734, Kysucké Nové Mesto, without packaging and transport.

3.3 The Seller shall invoice all purchase prices for the Goods to the Buyer, and such invoice shall contain all necessities of a tax document. The VAT shall be invoiced under the applicable legal regulations. If the price in the Order or purchase contract is indicated "with

VAT” or “without VAT”, such price shall be deemed to be the price “without VAT”. The VAT under the applicable legal regulations shall be added to such price.

3.4 If the Buyer fails to pay the purchase price for the delivered Goods duly and timely, i.e. within the due date, the Seller shall be entitled to charge, and the Buyer shall be obliged to pay to the account specified by the Seller, the default interest in the amount of 0,05% from the outstanding sum for each commenced day of delay. The Buyer shall be obliged to pay such invoiced default interest within 14 (fourteen) days after issue of the invoice for such default interest.

3.6 If the Buyer gets into arrears with payment of any invoice or its part for more than 10 (ten) business days after its due date, the Seller shall be entitled to suspend the delivery of other Goods to the Buyer until the payment in full of all Buyer’s payables to the Seller, whereas such suspension of deliveries shall not be deemed a breach of the contract by the Seller, or a delay of the Seller.

3.7 If the Buyer gets into arrears with payment of any invoice or its part for more than 10 (ten) business days after its due date, all Seller’s financial receivables from the Buyer shall become due.

4. Delivery Terms of the Goods

4.1 The Seller shall deliver the Goods to the Buyer under the delivery condition EXW OMNIA KLF, a.s., Kukučínova 2734, Kysucké Nové Mesto, without packaging and transport.

5. Acquisition of the Title to the Goods

5.1 The Buyer shall acquire the ownership title to the Goods after payment of the purchase price for the Goods in full.

5.2 If the Buyer gets into arrears with payment of the purchase price or its part for more than 10 (ten) days, it shall be obliged to return at its expense to the Seller all the Goods the purchase price whereof has not been settled upon the first request from the Seller and without any other conditions. In such case, the Buyer shall be obliged to let the Seller take away the outstanding Goods at the Buyer’s expense and enter the premises where the outstanding Goods are stored.

6. Goods Specification and Quality Assurance

6.1 The Seller shall deliver the Goods in the quality corresponding to the applicable technical conditions, valid standards and legal regulations related to the Goods and in compliance with the Goods technical specifications indicated in the drawing and technical documentation agreed between the Seller and the Buyer.

6.2 In case of the Goods and parts manufactured under the construction design, or the Buyer’s technical specification, the technical specification shall be included in the drawing documentation, technical conditions, or other form of construction and technological documentation applicable for the delivered Goods.

6.3 In case of the Goods or their parts manufactured under the Slovak or international technical standards, the technical specification shall be included in the respective technical standards.

7. Guarantee and Complaints

7.1 The Seller shall provide the guarantee of 24 (twenty four) months for the Goods.

7.2 The guarantee period shall commence on the date of the Goods delivery. The Seller shall be liable for any defects arising during the guarantee period provided that the Buyer claims such defects in writing without undue delay. The Seller shall not be liable for any defects of the Goods arising due to external events that the Seller has not caused itself. Moreover the Seller shall not be liable for any defects caused by mishandling of the Goods.

7.3 In case of quantitative faults of the Goods, or change in assortment, the Buyer shall be entitled to claim such faults without undue delay within 5 (five) days after delivery of the Goods, whereas the Buyer shall be obliged to submit one copy of a written complaint report that should contain:

- a) name and address of the Buyer and the Seller,
- b) Order number,
- c) invoice number,
- d) delivery date of the Goods,
- e) kind of the Goods, including the melt number,
- f) quantity and value of the reclaimed Goods,
- g) type of transport,
- h) description of the found defect,
- i) description of the person authorized to act on behalf of the Buyer.

In case of the legitimate complaint, the Seller shall handle the complaint within 10 (ten) business days after receiving the complaint report and fulfil its obligation arising out of the complaint within the mentioned term, i.e. remove any quantitative faults and/or changes in assortment.

7.4 In case of qualitative defects of the Goods, the Buyer shall be entitled to claim such defects during the guarantee period set forth in Section 7.1., whereas the Buyer shall be obliged to submit one copy of a written complaint report that should contain all necessities under Section 7.3. The Seller shall provide its written opinion to the complaint within 15 (fifteen) days after receiving the complaint report, and if such complaint is legitimate, the Seller shall handle the complaint within 30 (thirty) days after takeover of the reclaimed Goods. The manner of the solution of the accepted complaint shall be subject to the mutual agreement between the Seller and the Buyer.

7.5 The Seller shall not be liable for any lost profit or secondary damage incurred by the Buyer due to possible defects of the Goods, e.g. Buyer's and/or third parties' property damage, and other secondary damage. The Seller shall be liable only for real damage based on the Seller's intention or serious negligence. Unless the Seller intentionally breaches its obligations, the responsibility for real damage shall be limited to typical, reasonably predictable damage.

8. Risk of Damage to Goods

8.1 A risk of damage to the Goods shall be transferred to the Buyer immediately after delivery of the Goods to the Buyer, or to the first carrier to transport the Goods to the Buyer, however, not later than on the 5th (fifth) business day following the date when the Seller notifies the Buyer of the fact that Goods are ready for taking over.

9. Effectiveness of the General Terms and Conditions of Sale

9.1 These General Terms and Conditions of Sale shall come into force and effect on December 1st, 2008.

10. Provisions for Serving Notices

10.1 All notices, summons, or any other written documents served between the Seller and the Buyer may be delivered to the other party via a registered mail, or a courier service, fax, or e-mail, or in person with confirmation of receipt, with the exception of cases when these General Terms and Conditions of Sale explicitly specify the manner of delivery of a document.

10.2 All documents shall be delivered to the mail address, e-mail address, or fax number of the Seller specified in Section 1.1. herein, e-mail address or fax number of the Buyer specified in the Order, or address of the registered office indicated in the Commercial Registry on the day of serving the notice, if the mail address is not indicated in the Buyer's Order, or to such address, e-mail or fax number that one party shall notify in writing the other party of. If these General Terms and Conditions of Sale or the purchase contract require to serve any document via registered mail or courier service, the original copy of the document sent via fax or e-mail should be subsequently delivered to the other party via registered mail or courier service.

10.3 In order to avoid any doubts while serving written documents via registered mail or courier service, the documents served via such manner shall be deemed delivered to the recipient on the third business day after the date (including) of their sending to the recipient, unless the recipient takes over the mail aforesaid, the foregoing also applies in cases when the recipient has not been aware of the mail, or has failed to take over the mail due to any reason.

11. Confidentiality

11.1 All data, information, and documents related to the business relation of the Seller and the Buyer disclosed to each other before entering into a business relation and any time during its term shall be deemed confidential under § 271 of the Commercial Code, unless they are publicly known.

11.2 Both the Seller and the Buyer shall be obliged to keep all information and documents under Section 11.1. confidential, and they shall not be allowed to use or misuse them for their personal purposes, or disclose them to any third party, except for the cases when their use is necessary or useful for the purpose of performing the subject matter of their business relation, however, never in the case when disclosure of such information or documents might incur damage to the other party.

12. Arbitration Clause

All disputes arising out of the contractual relation between the Seller and the Buyer, the Order and its written approval, as well as all relations between the Seller and the Buyer arising out of them and connected with them, including all disputes concerning their validity, interpretation, or nullification, shall be solved before the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava, Slovak Republic, under its basic internal legal regulations. Both the Seller and the Buyer shall subject to the resolution of such Court. The resolution shall be binding for each party.

13. Governing Law

13.1 These General Terms and Conditions of Sale as well as all relations between the Seller and the Buyer arising out of the business cooperation shall not be governed by the provisions of the UNO Convention on International Purchase of Goods.

13.2 All relations between the Seller and the Buyer concluded under these General Terms and Conditions of Sale, as well as all relations of the Seller and the Buyer arising out of their business cooperation and/or legal consequences related thereto, including assessment of their validity and assessment of validity of contracts, or consequences of their invalidity, shall be governed and interpreted under and in compliance with the laws valid in the Slovak Republic. All matters that are not explicitly regulated herein shall be governed by the applicable provisions of the Commercial Code of the Slovak Republic and the provisions of other applicable generally binding legal regulations effective in the Slovak Republic. The governing procedural law shall be the law effective in the Slovak Republic.

14. Final Provisions

14.1 Any changes and amendments of the General Terms and Conditions of Sale, contracts concluded between the Seller and the Buyer, and Orders, waivers of rights, or any other their amendments may be executed only in writing upon the mutual agreement between the Seller and the Buyer.

14.2 All rights and obligations of the Seller and the Buyer arising out of these General Terms and Conditions of Sale and contracts concluded between the Seller and the Buyer shall be transferred to their possible legal successors.

14.3 Individual provisions of the General Terms and Conditions of Sale and contracts concluded between the Seller and the Buyer shall be enforceable severally, and invalidity of any provision shall not affect validity and effect of other provisions, except for the cases when it is apparent due to importance of the nature or other circumstance related to such invalid provision that such provision may not be separated from other respective provisions. If any of the provisions becomes invalid, whereas its invalidity is caused by any of its part, such provisions shall be applicable as if its part in question is omitted.

14.4 All obligations set forth in the provisions related to damage liability and confidentiality shall remain effective after termination of the contractual relation between the Seller and the Buyer.

Kysucké Nové Mesto, January 1st, 2009

On behalf of the company OMNIA KLF, a.s.
Ing. Jozef Fedor, Vice Chairman of the Board of Directors