



## GENERAL TERMS AND CONDITIONS

If it was not agreed otherwise the General Terms and Conditions apply to all commercial contractor and purchase relations.

### 1. General Terms

1.1 These General Terms and Conditions have an implicit validity and constitute an inseparable part of all contracts between the supplier and the customer.

### 2. Offer – Order – Contract

2.1 Any customer order is valid only after its written confirmation by GEVORKYAN, a.s. In case of an oral or telephone arrangement; all arrangement, offers or orders must be confirmed by the customer/supplier in a written form.

### 3. Prices – Expedition – Packaging

3.1 All agreed prices are valid only during the time of the arrangement duration, if it was not agreed otherwise.

3.2 All deliveries must include a corresponding delivery note containing material/ product number.

### 4. Invoice – Payment – Interdiction of Withdrawing

4.1 Invoice from the supplier must be sent to the purchaser address in a simple rendering as a part of goods expedition, yet separate from the goods delivery. All invoice must be sent to the financial department. In case of a non-existence of an electronical invoicing agreement, invoice must be delivered in a paper form by post/courier post.

4.2 The invoice must include the recipient address, supplier number, delivery note number, connected order number, delivery conditions, the amount of goods, goods identification number, total sum of money and other details prescribed by the legal regulation. The supplier is responsible for all consequences caused by the breach of these obligations, if he does not prove that he is not responsible for it.

4.3 GEVORKYAN, a.s. accepts invoices from the supplier with a minimal due date of 30 days, if it was not agreed otherwise.

4.4 If the purchaser is in a payment delay, GEVORKYAN, a.s. would stop all deliveries until the time of the total payment to the company bank account. In case of an invoice past due date of 30 days, mentioned debts would be collected by the insurance company.

4.5 The supplier of GEVORKYAN, a.s. is not authorized to forward his debts to the third party without previous purchaser agreement.





4.6 GEVORKYAN, a.s. has a right to hold due payments in an adequate scope in case of a claim.

## 5. Delivery Date – Delivery – Delay

5.1 The delivery period is stated in all orders of GEVORKYAN, a.s. and it is obligatory. The compliance with the delivery date and terms is determinate by the delivery date to the hands of the purchaser.

5.2 In case of a delay, the purchaser has a right to charge a fine towards the seller in an amount of 0,05% for each day of the delay of a purchase price from the purchase goods (and services) that weren't delivered by the seller according to a purchase order in an agreed term. Purchaser' right to repay a loss caused by the delivery failure of ordered goods or services are not by any way affected or restricted by billing of a fine. Application of the fine does not depriver a purchaser of the right to compensate any additional costs, caused by the late delivery.

5.3 The supplier is obligatory to substitute all damages caused by the delay, unless it is proved that he did not cause them. The GEVORKYAN, a.s. is entitled to charge a damage fine, which generally exceed the fine for a delivery delay. The acceptance of a delayed delivery or service do not signify the abandonment of the right of compensation.

5.4 It is possible to send parts of a serial delivery to the customer only if all costs for tool production were already paid. GEVORKYAN, a.s. does not take responsibility for damages caused by a delivery delay made by a postponement of payments from the customer.

## 6. Final Inspection

### 6.1 Operational and Additive Substances

GEVORKYAN, a.s. realizes a control of identity and control of an amount immediately after the goods delivery, in order to check whether any damages occurred during the transportation (visual control). The purchaser does not have to provide other controls. If the deficiency is discovered after the visual control or it is discovered after the visual control or other evident defects are discovered, this fact is immediately reported by the supplier. The supplier abandons the objection of a late claim.

6.2 **Raw materials** (iron powder/non-iron powder, feedstock, tools, finished parts, components), services, coating, grinding, heat treatment, a pod. Immediately after the delivery, the purchaser provides an identity control and control of the amount. He also examines if the goods were not damaged during the transportation.

Deliveries would go through the technical initial control. GEVORKYAN, a.s. does not has to provide other controls. The supplier surrenders objections of the late claim.

## 7. Guarantee of Nonconformity





- 7.1 The guarantee of nonconformity is managed by the legal regulation, if it was not agreed otherwise.
- 7.2 The supplier is obliged to supply goods and services in previously agreed amount, quality and design; and to pack it according to the agreed terms. The supplier guarantees that all supplied goods and services during the moment of closing of a contract correspond to the newest condition of equipment, relevant regulations and rules, authority and expert union directives and that he is not aware of any planned changes. It is the same for establishments of protection of environment. The supplier would immediately inform the purchaser about all relevant changes he learned or which are planned. In the case of delivery of damaged goods or failure to perform the service in the required quality, price and deadline, GEVORKYAN, a.s. is authorized to demand a flat rate compensation in amount of € 58.00 (in words: Fifty-eight euros). The company GEVORKYAN, a.s. is authorized to perform this step which is based on an issued claim.
- 7.3 All claims based on defects ground, fundamentally the right to withdraw and the right of the purchaser for a damage compensation, including the recompense, are not affected. If the supplier does not fulfil his duty of a subsequent replacement in adequate framework by set of terms by the buyer, the purchaser can make necessary actions all to the risk and expenses of the supplier. From preventing reasons of acute danger in connection to significant damages, the purchaser can remove the damage itself or to let the damage be removed or to arrange a replacement and subsequent bill to all costs towards the supplier, if it is not possible to inform the supplier about a defect and possible damage due to the urgency and without demand or establishing of a period against supplier and give him a possibility to arrange a replacement.
- 7.4 If the GEVORKYAN, a.s. is forced to provide a 100% control/sorting as a consequence of a defect product detection, the supplier bears all costs of this labour step, if he does not show evidence that he did not cause the defect.

## 8. Warranty

- 8.1 The moment when the supplier accepted a quality warranty of goods, he guarantees the damage replacement according to the legal establishment, including the damage replacement instead of a delivery. Limitation period is 3 years from the date of a defect revealing.

## 9. Delivery Replacement of the Supplier

- 9.1 If the supplier is responsible for goods defect, he is obliged to provide a compensation to the buyer, as well as compensates demands of the third parties regarding the damage replacement.





## 10. Invalidity of Restrictions – Exclusion of Warranty

10.1 If the supplier in his General Terms and Conditions restricts or excludes a warranty against the GEVORKYAN, a.s. these conditions are not valid against the purchaser.

## 11. The Right to Use and the Copyright

11.1 The supplier would provide an unconditional, transferable and timely unrestricted right to use the industrial protection right, which enter to contractual products to GEVORKYAN, a.s. The supplier guarantees that no rights of third parties was violated in connection to his delivery.

## 12. Production Monitoring

12.1 GEVORKYAN, has a right to control the production at the supplier and the sub-supplier.

## 13. Insolvency – Judicial Competence

13.1 If the supplier or the purchaser would be in insolvent management, the GEVORKYAN, a.s. has a right to withdrawn from the contract. All legal dispute should be solved in the seat of opponent, the Slovak republic law system would be applied.

## 14. Requirements on Supplier

14.1 The supplier of GEVORKYAN, a.s. must have implemented the quality management system according to the ISO 9001 and he must be certified by a certified company.

14.2 The supplier must increase the level of his quality management system in a way to be as close as possible to requirement of the IATF 16949.

14.3 GEVORKYAN, a.s. can requests the application of statistic methods during the measurement of a process stability from its suppliers with prescribed CPK.

The General Terms and Conditions are valid and obligatory from the date of their publication at the company website [www.gevorkyan.sk](http://www.gevorkyan.sk) and it is possible to take a look to it at the company seat. The company reserved the right to cancel, charge, adjust or replace with new ones according its discretion. Contracts made before the change follow the General Terms and Conditions valid during the time of closing of a contract.

