



GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

1. GENERAL

These present „General terms and conditions of sale and supply“ are to regulate the contractual relationship between the Buyer's and **Oxywise, s.r.o.** (hereinafter referred to as „Seller“) in so far as the Buyer and Seller shall not have otherwise agreed in writing. These conditions shall take precedence over any terms and conditions which appear in the Buyer's order or any documents incorporated by reference in the Buyer's order. No term and condition of the Buyer's order additional to or different from these Conditions shall become part of any Contract unless explicitly agreed to in writing by the Seller.

The present General Terms and Conditions also apply to future business, that is to say all business between Seller and the contract partner, even if this has not been expressly agreed.

Our contract partner is not entitled to transfer rights or to assign claims from the underlying agreement to third parties.

2. EXTENT OF THE SUPPLY

The order confirmation of Seller is to be solely definitive for the extent of the supply. Any performance or services not contained therein are to be deemed as not included in the price and will be invoiced separately. By submitting an order to the Seller, the Buyer agrees to be subject to these Conditions Entirety.

3. STOCK

Seller is authorized to charge a fee 0,05% of total price per day for keeping the final product on stock if the purchaser delays the payment. The goods remain in the property of Seller till the goods is not fully paid by Buyer.

4. PAYMENT

Date of payment is the date of payment receipt on the account of Seller. In case of delay with Buyer's payment stipulated in the Contract the Seller shall effect the penalties for delay in payment at the rate of 0,05% per each day of delay from the total price.

The applicable legal Slovak sales tax is designated separately on invoices and is also due for payment within the set terms.

5. CANCELTION

Seller reserves the right to cancel the Order without any right for compensation by the Seller in the event of gross negligence or misconduct by the Buyer.

In case no order acknowledgement has been issued by Seller within the before defined time frame, the Seller will be deemed to have fully accepted the order and he present general conditions.

The Buyer may cancel his order only upon written notice and upon payment to Seller of reasonable and proper cancellation charges based on expenses incurred and commitments made by Seller.

6. WARRANTY

The product is warranted of 12 months from commissioning but 18 months from delivery. During warranty period all faulty parts must be replaced and sent to the Buyer free of charge. Seller doesn't cover any other costs connected with warranty repair (f. e. labour costs, travelling costs). Faulty parts will be sent to the Seller for their further investigation.

Claims of the Products must be executed in written form (Act of claim), and must be sent to the Seller.

Act of claim must contain following information: name of product, its type, serial number, short description of the defect of the product and the name and surname of the technician who examined faulty product.

The guarantee doesn't apply to:

- goods damaged during transportation or as a result of incorrect storing or handling
- failures caused by use of goods for other purposes that are not stipulated in operation and maintenance manual or for purposes not approved by Seller.
- goods when an intervention or arbitrary correction has been made
- the Seller shall in no event be liable for damage or failures of the goods caused by deficient use, workmanship, repair or maintenance carried by the Buyer.

In this case Buyer is not entitled to receive new spare parts as a replacement of defective one's from the Seller free of charge. Seller is not responsible for any damage or failures caused by use of goods in case of any improper use. Liability for damage passes from Seller to Buyer in the moment of take-over of goods by Buyer or by the first forwarder in the place of despatch of the goods.

The Buyer is obliged to claim the goods with any incompleteness or with obvious defects in 4 working days after takeover of the goods at latest. Later complaint will not be accepted. The Buyer is obliged to keep the evidence about installation of the product in the form of the document containing information about the date of installation, type of goods, its serial number and place of installation, which confirms that the Goods have been installed and under what conditions.

Warranty of service work is 6 months from the date of execution of the works.

The Seller offers an extended warranty of 1 year, free of charge, if the Buyer fills in and returns to Seller, signed required documents to e-mail: service@oxywise.com or the documents send to postal address:

OXYWISE, s.r.o.
Hurbanova 21
921 01 Piešťany
SLOVAKIA

The Buyer who returns all the documents (Delivery and take over certificate, Technical report and provides feedback through "Customer survey" available on the Seller's website) back to the Seller within 1 month from the start-up of the unit, not later then 6 months from dispatch, shall receive an extension of standard warranty by extra 12 months.

An extra warranty applies on generator only and comes into effect if the whole system is maintained regularly according to operation manual of each component within the system, not necessary delivered fully by Seller.

These documents will be sent together with operation manual of generator and other parts of generator. Customer survey is placed on website <https://www.oxywise.com/survey/>.

In case the supplied unit is relocated, the Seller must be informed and the unit will need to be re-commissioned and first start-up procedures will need to be followed again.

7. LIABILITY FOR DEFECTS

Seller has an option to remedy any defects limited to replacement of the defective part, repair of the part or a refund in proportion to reduced value of the products. Liability for damage is limited to foreseeable, typically occurring damages.

The Seller's liability is limited to defects which appear within a period of 18months from the date of delivery of the goods. In particular, Oxywise is not liable for damages that did not originate with the delivery item itself (s-called consequential damages).

8. TRANSPORTATION AND INSPECTION

All cost of transportation, freight, importation or insurance or local tax or customs clearance of product or parts shall be borne by the Buyer, whether relating to the return to or shipment from Oxywise facility.

Where a trade term has been agreed, it shall be interpreted in accordance with the Seller in force at the

formation of the contract. Seller cannot be considered in default for any delays in deliveries up to a maximum 30 working days from the agreed terms.

If Seller finds that he will not be able to deliver the goods at the agreed time for delivery or if delay on his part seems likely, he shall forthwith notify the Buyer thereof in writing, stating the reason for the delay and if possible, the time when delivery can be expected.

If the Buyer finds that he will be unable to accept delivery of the goods on the agreed date or if delay on his part seems likely, he shall forthwith notify the Seller thereof in writing stating the reason for the delay and if possible, the time when he will be able to accept delivery.

Risk of loss and damage to the Products shall pass to the Buyer when the products are delivered to or collected by the Buyer or its Agent. Any claims for loss, damage or misdelivery shall be filed with the carrier and notify to Seller within 4 days of the date of delivery. Products shall be deemed finally inspected and accepted within 10 days after delivery unless notice or rejection is given to the Seller within such period.

Buyer is responsible for the availability of a fork-lift truck, pallet trucks, ladders and the other materials required for the horizontal and vertical transportation of machines, and materials at the site location, unless agreed otherwise.

9. REPORT FROM COMMISSIONING

Seller has the right to public a report including photo documentation about the commissioned product on the company website.

10. SERVICES OF THE TECHNICIAN

Seller will provide a qualified technical representative for a daily rate 550 EUR.

Unless otherwise agreed payments are based on daily basis. Regular working time is forty (40) hours per week, Monday to Friday, eight (8) hours per day. Regular working time includes travelling time up to twelve (12) hours for each calendar day. Overtime, work after 20:00 pm and working on weekends will be paid at hourly rate 100 EUR. Travel expenses like flight ticket, accommodation, visa fees, overweight luggage or special vaccination are always excluded from the daily rate and are invoiced separately. Travel insurance is covered by Seller. The purchaser should give at least 2 weeks advance notice in order to plan service.

11. CONSTRUCTIONAL PREPAREDNESS

Buyer has responsibility about constructional preparedness – equipment must be installed indoors, protected against rain and sun in well ventilated area. Electric power supply has to be in accordance with Seller technical requirements. The waste gas outlet pipe has to be lead out of room – the waste gas contains lower/higher oxygen concentration and represents potential risk for human being. Provide proper ventilation on site, if necessary install air compressor duct to lead the waste heat out of the room. Buyer is responsible for all required permits for installation and operation of the equipment.

12. MISCELLANEOUS

Relationships and issues not stipulated in this contract are ruled in compliance with Slovak law. Both Parties will make best efforts to solve problems and arguments that can arise out of this General terms and conditions by means of amicable negotiations.

All disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules). Decision made by this court is final and binding for both Parties.

All addendums and amendments of these Conditions are valid if written and signed by the authorized representative of both Parties.

Valid from 1st of March 2023