



MULTIFORM CONCRETE

KLOCOK Poprad, s.r.o.

Dubina 705, 059 16 Hranovnica
Tel.: +421 915 929 289 · info@klocok.eu
www.klocok.eu

GENERAL TERMS AND CONDITIONS

Effective from 2 January 2024 · Custom manufacture of precast concrete elements

Note on this translation

This is an English translation of the General Terms and Conditions of KLOCOK Poprad, s.r.o. (in Slovak "Všeobecné obchodné podmienky") effective from 2 January 2024, provided for information purposes. In the event of any discrepancy, **the Slovak version prevails**. The contractual relationship is governed by the law of the Slovak Republic.

1 INTRODUCTORY PROVISIONS

1.1 Binding nature

Under these General Terms and Conditions (hereinafter the "GTC"), goods from the custom, workshop-based manufacture of precast concrete elements are offered, sold and supplied within the territory of the Slovak Republic. By placing an order or concluding a contract, the Buyer confirms that it has read and agrees with the Seller's valid GTC. Unless the parties agree otherwise, the GTC are always deemed a condition of sale and an integral part of the contract with the Buyer.

1.2 Price quotation

The Seller has no price list for these products. Every project is unique and influenced by many factors. The quantity, shape, size, colour shades, surface textures, built-in handling components and the project schedule all affect the price. If you require a price quotation (hereinafter the "PQ") for your project, please provide us with as much relevant information as possible. We approach every order individually and prepare the price quotation for the manufacture and supply of these products after jointly optimising the design of the elements according to the ideas of the architect or the investor, taking into account our specific material and technological capabilities.

2 NATURE AND DESIGN OF THE GOODS

The goods are concrete products within the meaning of Section 2 (2) of Act No. 133/2013 Coll. on construction products, which do not have to meet the requirements of that Act. They are custom-made precast concrete elements, manufactured individually or modified in a non-serial manner according to the individual requirement of the customer, on the basis of a specific order and the technical documentation supplied, and the contractor responsible for the safe installation of the product into the structure installs the product into the specified structure.

These products comply with the requirements of STN EN 13369 (Common rules for precast concrete products) and STN EN 13198 (Precast concrete products. Street furniture and garden products).

The design of these goods depends on the technical means used, the manufacturing technology and the materials used. The Seller considers it appropriate for the customer to inspect the goods in person in advance.

3 ORDER AND CONTRACT

The sale and supply of the goods shall take place solely on the basis of the Buyer's accepted order or under a written contract. The order confirmation / contract is binding on the Seller upon signature by its responsible employee. Under these GTC, a contract is also concluded by the Buyer taking over the goods at the Seller's premises in Hranovnica; the delivery note confirmed by the Buyer serves as evidence of the conclusion of the purchase contract under these GTC, at the prices stated in the PQ, which forms an annex to the order / contract.

3.1 Content and particulars of the order

The order must be in writing; an order sent by electronic mail/e-mail is also deemed to be in writing, but only if confirmed by the Seller. The order must contain: [i] the description, type, quantity and colour of the goods in accordance with the technical documentation on the basis of which the Seller prepared the PQ, [ii] the proposed delivery date, [iii] the required method of delivery (collection by the Buyer or handover to a carrier), [iv] a reference to the PQ, [v] any other requirements for the goods, [vi] the method of payment under Article 6, [vii] the name/business name, registered office/residence and delivery address, identifiers (Company ID, Tax ID), bank details, contact details of the Buyer (telephone/e-mail) and the Buyer's signature.

In the case of a legal entity, the following must also be identified: [a] the acting person, including their authority to act and their position, [b] the name and identifier of the person authorised to take over the goods. Whoever issues (signs) the order warrants the correctness and completeness of the data stated therein and, in case of doubt, is deemed to be the Buyer. By issuing the order, the customer confirms its knowledge of and agreement with these GTC and the Seller's PQ, its agreement with the delivery regime, as well as its solvency; a natural person thereby also grants consent to the processing of personal data.

3.2 Binding nature of the order for the Buyer

The order is binding on the Buyer until confirmed by the Seller, but no longer than 30 days from its delivery to the Seller. An order is effectively issued if delivered to the contact details of the Seller's business office; the Buyer may not invoke the ineffectiveness of the order due to the absence of a signature.

3.3 Written acceptance of the order

An order is deemed accepted only if confirmed by the Seller in writing; written confirmation also means confirmation by electronic mail sent to the contact address stated in the order. An accepted order is deemed to be a contract concluded under these GTC and, unless expressly agreed otherwise in writing, the contractual relationship in the sale of goods is governed by these GTC. The Seller is not bound by the order until it confirms it.

3.4 Changes

If the order confirmation contains different data (in particular regarding payment terms, delivery or collection dates), such differing data shall be deemed a proposal for a change. The amended order is binding on the Seller and the Buyer if the Buyer does not notify the Seller in writing of its disagreement with the changes within 72 hours after the proposed changes were sent. If the Buyer disagrees with the changes, the original order is not accepted.

4 THE GOODS

The goods meet the requirements of STN EN 13198 relating to dimensional tolerances, minimum concrete cover of the reinforcement and resistance to weather conditions (water absorption of less than 6 % by mass and a minimum strength class of C 35/45).

The appearance of the goods is subjective. For the purposes of assessing the appearance of architectural precast concrete elements, the Seller has prepared the document "Assessment of the appearance of exposed concrete" (in Slovak "Hodnotenie vzhľadu PB"), which the Seller always delivers to the Buyer together with the PQ.

4.1 Warranty for the goods

The warranty period for the goods is 62 months and covers:

- defects caused by insufficient resistance to weather conditions,

- defects caused by insufficient concrete cover of the reinforcement.

4.2 Documents relating to the goods

In manufacturing the products concerned, the Seller as their manufacturer uses tested self-compacting concrete mixes whose 28-day concrete strength exceeds the requirements of STN EN 13198 and whose test specimens show water absorption of less than 6 %. As supporting documents, the Seller shall provide the Buyer with the results of control tests of the strength and water absorption of concrete test specimens made from the concrete mix taken during the manufacture of the precast elements concerned. These documents will be supplied within 45 days of the commencement of manufacture of the precast elements.

5 PRICE

The price of the goods is stated in the Seller's PQ.

6 PAYMENT TERMS

6.1 Supply with two or more collections

For supplies of goods involving two or more collections (within the meaning of Article 7 of these GTC), the Seller requires an advance payment of at least 50 % of the total price including VAT. The advance invoice is due within 7 days of its delivery to the Buyer by e-mail. The advance payment will be set off against the delivery notes and the invoices issued on their basis, proportionally to the total purchase price of the goods. Partial invoices are due within 28 days of their delivery to the Buyer by e-mail.

The Seller is entitled to issue subsequent partial invoices on the basis of a signed delivery note after the goods have been supplied to the place of delivery. A condition for any further partial collection is payment of the partial invoices for the products already collected, even before their due date.

6.2 Supply with a single collection

For supplies of goods involving only one collection (within the meaning of Article 7 of these GTC), the Seller requires an advance payment of at least 80 % of the total price including VAT. The advance invoice is due within 7 days of its delivery to the Buyer by e-mail. The advance payment will be set off against the delivery note and the invoice issued on its basis by deducting it from the total purchase price of the goods.

6.3 Cooperation of the Buyer

Compliance with the time of performance by the Seller depends on the proper provision of the Buyer's cooperation referred to in Articles 6.1 and 6.2 of these GTC. For the period of the Buyer's delay in providing such cooperation, the Seller is not in delay with the fulfilment of its obligation. The Seller's time for performance is extended proportionally by the period of the Buyer's delay in providing cooperation.

6.4 Different payment terms

Different payment terms may be agreed only in writing.

7 DELIVERY TERMS

7.1 Place of delivery (performance)

The goods are handed over when loaded onto the means of transport of the Buyer's carrier at the Seller's premises. Delivery means the taking over of the goods at the Seller's premises after the goods have been handed over to the Buyer's carrier.

7.2 Taking over of the goods by the Buyer

The Buyer takes over the goods upon delivery within the meaning of Article 7.1. Upon delivery of the goods, the person taking them over is obliged to confirm the delivery note. The delivery note serves as evidence that the Buyer has taken over the goods. If there is no delivery note, the invoice is deemed to serve as the document replacing it, and the date of taking over of the goods is the date of issue of the invoice.

7.3 Taking over of the goods by another person

If the Buyer does not take over the goods in person, it shall ensure that its representative/employee presents a written authorisation to take over the goods no later than at the time of loading; otherwise the Seller will refuse to hand over the goods. A notification from the Buyer identifying the person taking over the goods also constitutes a written authorisation; this also applies to a notification from the Buyer's carrier.

7.4 Fulfilment of the Seller's obligations

Upon delivery within the meaning of Article 7.1, the Seller's obligations are fulfilled. The Seller's obligations are also fulfilled (Section 412 (3) of the Slovak Commercial Code) where delivery does not take place on the agreed date through no fault of the Seller; in that case the Buyer is obliged to pay, in addition to any transport costs incurred in vain, storage charges for each commenced week of delay in taking over the goods amounting to 10 % of the price of the supply of the custom-made goods.

7.5 Condition of the goods

By the delivery of concrete products packed in transparent film and placed on pallets, the Buyer's carrier confirms that it has also verified the suitability of securing the goods for further transport and handling. Taking over the goods upon delivery and acceptance at the place designated by the Buyer confirms that the Buyer has duly and sufficiently inspected the goods and established that the goods required by it conform to the goods being taken over; this concerns in particular the quantity, type, condition and design of the goods, and thereby further confirms the fulfilment of the Seller's obligations.

The Seller requires the following conditions for inspection of the goods upon their delivery and acceptance after transport to the place designated by the Buyer: after loading the goods onto the means of transport, the Seller will send the Buyer photographic documentation of the products placed on pallets before they are wrapped in transparent film, as well as of the products already wrapped and loaded on the means of transport. The Buyer is obliged to inspect the goods so loaded on the means of transport at the place of unloading before the goods are actually unloaded and, if damage is found, to secure photographic documentation thereof. If damage to the goods is found to have occurred during transport, this photographic documentation shall be used when claiming compensation from the carrier.

7.6 Effects of taking over the goods

Complaint and warranty periods run from the taking over of the goods. Upon taking over at delivery, the risk of damage to the goods and the title to them pass to the Buyer.

7.7 Loading

The Seller provides loading of the goods only on pallets; the carrier is responsible for fastening and securing the loaded goods.

7.8 Transport

The goods are always dispatched from the Seller's premises in Hranovnica under the conditions set out in these GTC. The Buyer is responsible for determining a suitable route for its carrier for the safe transport of the goods (in particular via a paved road suitable for the relevant tonnage).

8 PACKAGING

8.1 Type of packaging

The type of packaging is determined by the Seller. Unless agreed otherwise in writing, the Buyer has the right to exchange reusable undamaged pallets upon a subsequent supply of goods, or to return the repurchased pallets within 6 months of the supply/dispatch. Pallets measuring 120 cm x 80 cm or atypical pallets are repurchased by the Seller at its premises in Hranovnica, in the quantity evidenced by the delivery note/invoice.

8.2 Price of packaging

The Buyer is charged for pallets in the amount stated in the Seller's PQ. The Buyer may exercise the right to have the pallets repurchased for that amount within 6 months of the supply. The Seller repurchases only pallets that are undamaged and, without further treatment, fit for subsequent use in dispatching products. If empty pallets are sent via carriers, the Buyer is obliged to pay the cost of transporting those pallets.

9 SECURING THE PERFORMANCE OF OBLIGATIONS

9.1 Confirmation of obligations

The Seller hands over the goods in reliance on the proper and timely fulfilment of the Buyer's payment obligations and on its solvency. The Buyer's payment discipline is also a fundamental condition for subsequent supplies of goods. The Seller is therefore entitled, without any consequences, to refuse even agreed supplies of goods and/or the handover of goods (items) if it has a due receivable against the Buyer.

9.2 Late payment by the Buyer

If the Buyer is in delay with payment, the Seller is entitled to interest of 0.05 % of the amount due per day; in relations with entrepreneurs, no interest will be charged for the first 30 days from the taking over of the goods.

9.3 Late delivery by the Seller

If the Seller is in delay with the delivery of the goods, the Buyer is entitled to interest of 0.05 % for each day of delay.

10 WARRANTY FOR THE GOODS AND COMPLAINTS

10.1 Defects in the goods

The Buyer (its representative/employee) shall take over the goods (upon delivery or unloading) only after sufficiently establishing their condition at least to the extent set out in Article 7.5. The Buyer is obliged to claim apparent defects in writing no later than upon delivery or unloading of the goods and to record them in the delivery note, and other defects by a written complaint within three days of taking over the goods. The Buyer is obliged to claim any defects before installation (in particular into a structure) and to leave the goods in that condition for the duration of the complaint period (Article 10.3). The time limits for claiming defects are preclusive.

The time limit for the Seller's substitute performance (replacement delivery) must be agreed between the parties.

10.2 Exclusions from liability

The Seller is not liable for defects in the goods arising after their taking over, in particular due to insufficient securing during transport, careless handling, improper use, unsuitable storage (in particular contrary to the manufacturer's instructions) and the like. Natural efflorescence and differences in colour shade are not defects in the goods. Nor is the Seller liable to the Buyer for consequential or indirect damage or loss.

10.3 Complaints

A complaint is made by delivering the Buyer's written notice describing the defects; the Seller reserves the right to assess the defects in the goods in person and to settle the complaint no later than within 30 days of its proper submission (receipt); during that period the Buyer is obliged, at its own expense, to store the claimed goods suitably and separately, to secure them and to protect them against damage, deterioration, alteration, installation or destruction.

10.4 Place for claiming defects

Rights arising from defects are exercised at the place of delivery (Article 7.1).

10.5 In the case of a justified complaint

Where rights from defective performance are justifiably exercised, the Buyer is primarily entitled to the replacement or repair of the defective part of the supply at the place of supply, with any price differences between the claimed goods and the goods provided as a replacement being borne by the Seller. The replacement of part of the supply shall take place at the place of delivery; upon handover of defect-free goods to the Buyer, all mutual claims related to the defective supply and the contract are settled.

10.6 Discount in the case of defective performance

Unless agreed otherwise, in the case of defective performance the Seller may grant a discount of up to 20 % of the price of the goods supplied; by granting (paying) the discount, all mutual claims of the Buyer and the Seller related to the defective performance are extinguished by way of settlement.

10.7 Return of goods

Goods taken over or purchased may be returned to the Seller only in the case of a justified complaint. The place of return is always the place of delivery (Article 7.1) of the returned goods according to the delivery note. The Seller is not obliged to take back goods that have been used, altered or damaged.

11 WITHDRAWAL FROM THE CONTRACT

11.1 Cancellation of a confirmed order

A confirmed order for goods manufactured to order / according to the Buyer's wishes cannot be cancelled.

11.2 Withdrawal by the Buyer

The Buyer has the right to withdraw from the contract in the event of a material breach of the contract by the Seller; the contract is breached materially if the goods ordered under a confirmed order (contract) are not ready for collection at the place of delivery and in the quantity ordered even after 10 working days have elapsed from the confirmed delivery date. If the Buyer has already paid the purchase price, it has the right to withdraw from the contract only if the Seller fails to make a replacement delivery within 20 days after the expiry of the delivery period for that replacement. Withdrawal is not justified in the event of force majeure under Article 12, nor where the defect was caused by an external event after the goods were taken over.

11.3 Withdrawal by the Seller

The Seller is entitled to withdraw from the contract if the Buyer breaches the contractual arrangements or the GTC, in particular in the event of delay in paying the price of the goods taken over or the arising of other receivables of the Seller against the Buyer.

12 FORCE MAJEURE

If obstacles arise on the Seller's side (in particular natural disasters, floods, shutdowns, strikes, other unrest, interruptions in the supply of energy or raw materials, or failures in performance by the Seller's suppliers, or other objective obstacles) which prevent the Seller from fulfilling its obligations, the Seller is not liable for the Buyer's damage and loss related to the breach of contractual obligations.

13 COMMON AND FINAL PROVISIONS

13.1 Terms

Where the GTC use the term “invoice”, this means the Seller’s tax or accounting document, a proforma invoice or an advance invoice. Where the term “contract” is used, this also means a confirmed order; the terms “supply” or “delivery” also denote dispatch at the Seller’s premises.

13.2 Legal regime

In all other respects, the legal relations between the parties are governed by the relevant generally binding legal regulations (in particular the Civil Code, the Commercial Code, the Consumer Protection Act and the like).

13.3 Publicly available documents

The Seller’s publicly available documents (in particular technical data sheets, technical manuals and promotional materials) published at www.klocok.eu contain complete information about the goods (in particular about their properties, method of use, storage, handling, maintenance, and the dangers arising from improper use, etc.). By ordering the goods, the Buyer confirms that it is informed of and familiar with the content of those documents.

13.4 Effectiveness

These GTC take effect on **2 January 2024**. All contracts and amendments concluded after the date of effectiveness are subject to their regime.

In Hranovnica, on 2 January 2024

KLOCOK Poprad, s.r.o.
Ing. Dušan Klocok, Managing Director