

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 1 / 11
----------------------	--------------------------------	---



GENERAL CONDITIONS OF PURCHASE
SLUŽBA NITRA, s. r. o.

Content

I.	Basic provisions	2
II.	Subject matter of the General Purchase Conditions	2
III.	Approval of first samples	3
IV.	Tools and technical documentation	4
V.	Product warranty	4
VI.	Ordering and delivery	7
VII.	Reserve stock	7
VIII.	Purchase price	8
IX.	Packing	8
X.	Billing and payment terms	8
XI.	Supporting documents	8
XII.	Force majeure	9
XIII.	General and final provisions	10

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 2 / 11
----------------------	--------------------------------	---

I. Basic provision

1. These General Terms and Conditions of Purchase (hereinafter abbreviated as GCoP) apply in the contractual relationship between the company SLUŽBA NITRA, s. r. o. (hereinafter referred to as the "buyer") and the firm that sells the products to it (hereinafter referred to as the "seller").
2. The seller must have an externally qualified certification organization certified quality management system at least according to ISO 9001:in the latest version with proven development to IATF 16949:in the latest version, Supplier's Code of Conduct, Sustainability Report, Reduction of Carbon Foot. If the buyer requires another type of formal certification, he shall specify such requirement to the seller in writing.
3. The buyer requires proof and commitment to reduce the carbon footprint from the seller as required by European authorities.
4. In addition to GCoP, other conditions may apply, but only if the buyer and seller agree to them in writing.
5. The seller is obliged to undertake in writing to comply with and in business practice also to respect the "Code of Ethics of Conduct of the Supplier" identification number CSR 02-01: in the last version, which is an integral part of each concluded GCoP agreement.
6. Before commencing cooperation, the seller and the buyer are obliged to conclude an agreement on the method of electronic data exchange, the format of the exchanged data and the method of data backup, a communication matrix of authorized representatives for individual commercial, technical and quality areas.

II. Subject matter of the General Purchase Conditions

1. The subject of these General Purchase Conditions is the delivery of products specified by the Buyer in writing to the Seller in his orders, purchase contract, material sheets, drawings or other written form.
2. It is the seller's duty to deliver products of technical quality in conformity and within the scope of their intended release specified in the article "Approval of first samples". Furthermore, in accordance with the packages, quantity, price and term as required by the buyer.
3. The seller always confirms his obligations in writing. If he is unable to comply with any of the requirements of point 2, he must inform the purchaser in writing. The seller must continue to deliver the products in quality, quantity, price and term only on the basis of a prior written release of the deviating delivery by the buyer.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 3 / 11
----------------------	--------------------------------	---

- The seller is obliged to maintain its production capacity so that it is able to supply spare parts for 15 years after the end of series production.

III. Approval of first samples

- The buyer's representative shall bindingly specify to the seller's representative the scope of documented requirements for the approval of the first samples. The buyer determines the customer methodology and scope of data provided by the seller and a binding timetable according to which the preparation for delivery and approval will take place.
- The buyer obligatorily transfers the requirements of his customer to the seller. Basically, the methodologies Part Submission Warrant (PSW) / (Production Part Approval Process (PPAP), or Erst Muster Pruef Bericht (EMPB), Code of Conduct, Sustainability Report, Reduction of carbon Foot are in place.
- The seller must have knowledge of the requirements for the provided documentation published on the www.vwgroupsupply.com and, at the buyer's request, provide documentation in VW Group formats.
- The seller is obliged to respect the buyer's requirements for approval and for the scope of documented requirements. Serial deliveries are permitted only upon prior release by the buyer's authorized representative. If the seller buyer has the right to examine the supplier's readiness to before commencing its own delivery.
 - than 1 year) shutdown of the tool (production).
 - and submit the first samples for re-release by PSW/PPAP or EMPB.
- The seller cannot make these changes without the prior written consent of the buyer's authorized representative.
- The buyer is entitled, if both the seller and the manufacturer is to carry out a review of readiness and release for mass production in the form of a bi-day production type audit. If the first examination has shown that the seller is unprepared, the buyer shall be entitled to request a re-examination. The cost of re-examination will be charged to the buyer.

IV. Tools and technical documentation

- The instruments, fixtures and samples provided or paid by the buyer to the seller must be
- handed over to the seller in the form of a written agreement. Tools and fixtures owned by the buyer are handed over by the buyer's representative to the seller if he is also the manufacturer of the product only after the conclusion of the "Tool Loan Agreement". The buyer is obliged to keep and submit a resume of the tool or preparation at the request of

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 4 / 11
----------------------	--------------------------------	---

the buyer. At the buyer's request, the manufacturer is obliged to return the tool or fixture with the CV and attach a written report on the final technical condition.

3. The seller may not provide and make available tools, preparations and samples to third parties or use them in production for third parties without the written consent of the buyer.
4. Before starting cooperation with the buyer, the seller is obliged to undertake in writing to comply with and in business practice also to respect the buyer's requirements for confidentiality of data within the scope of the provisions specified in the "Confidentiality Agreement". The contract is always concluded by the statutory representatives of the buyer and seller.
5. The seller may not provide third parties with any technical documentation of the buyer, e.g. drawings, material sheets.
6. The seller is obliged to keep any type of technical and other quality documentation on the basis of which he reliably demonstrates that he has met the safety and functional requirements for the product for at least 15 years after the end of delivery, including series production and supply of spare parts.
7. The buyer monitors the development of the seller with regard to the fulfillment of quality and volume requirements at the stage of preparation of mass production. In case of non-compliance, the buyer will apply to the seller all proven costs and overcharged penalties incurred due to poor quality and delays.

V. Product warranty

1. Product warranty means the commitment of the seller that his products will have all parameters according to the technical documentation, written approval and requirements of the buyer. The warranty period is valid for 36 months from the date of delivery of the products to the buyer.
2. The warranty period does not run during the period when the buyer cannot use the products, due to the fault of the seller, because they do not meet the requirements of the buyer - they are unsatisfactory.
3. The seller must ensure and prove at any time the material, technical, qualitative and temporal identification of the products.
4. The seller must be able to demonstrate to the buyer, intermediately, or directly, if he is also the manufacturer, the conformity and continuity of the instruments used with which conformity of quality characteristics has been checked.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 5 / 11
----------------------	--------------------------------	---

5. The seller must immediately warn the buyer in writing if he has not fulfilled the agreed quality and logistical requirements.
6. The quality of each delivery is verified by the buyer by comparing the conformity of the requirements set out in the purchase contract, identification of products, technical parameters from relevant technical drawings, requirements from defect books, requirements for data in measurement protocols, specified range of data in attestations and certificates, or other written requirements set by the buyer. demonstrating the conformity of the products supplied.
7. Unless otherwise specified by the buyer, the seller is obliged to achieve a value of Ppk > 1.67 and long-term procedural capacity of Cpk \geq 1.33 for determining the specified quality characteristics for demonstrating the preliminary fitness of the production process.
8. In principle, the buyer checks the delivered products by checking the quantity, comparing the attached documentation in the form of statistical sampling.
9. This control - statistical screening shall be carried out according to ISO 2859-1 as follows:
 - level of control (number of pieces of sample inspected): Table I-S4,
 - screening (permissible quantity of defective units): Table II-A - 0,25.
10. If the quality control carried out by the buyer on a randomly selected sample shows that the permissible amount of non-conforming pieces has been exceeded, the buyer will open a complaint procedure, reject the entire delivery.
11. The buyer also informs the seller of the scope of his suspicious or poor quality products, which are to be sorted due to the cause of poor quality of the seller.
12. Further responsibility for sorting suspect products after agreeing on quality requirements for sorting passes to the seller.
13. In the case of delivery of non-conforming products, the buyer submits to the seller evidence of the extent of fault and damage caused by non-conforming products. At the same time, the buyer has the right to demand from the seller reimbursement of all costs incurred by the delivery of non-conforming products. These costs include, for example, sorting costs, costs of materials from other suppliers that have been used with non-conforming products of the seller and cannot be reused; dismantling costs, transport costs. The seller has the right to decide within 24 hours of written notification whether to sort (unprocessed products) and dismantle (processed products - finished production) non-conforming products if necessary or leave it to the buyer. If he does not decide within 24 hours and does not inform the buyer, the buyer has the right to arrange sorting and dismantling. In this case, all costs for the listed work will be invoiced to the seller.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024	Revision: 1 Valid since: 21.01.2024	

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 6 / 11
----------------------	--------------------------------	---

14. If the buyer finds that the delivered products are non-conforming, he will notify the seller in writing in the form of an 8D-Report which parameter does not comply and from which delivery the non-conforming products come. Based on the complaint, the seller is obliged to take immediate measures within 48 hours at the latest and system measures to eliminate the causes of the complaint within 10 days. He informs the buyer about the resolution of the complaint in the form of an 8D-Report. Records of corrective actions implemented must be kept for at least 3 years.
15. In order to ensure of the logistics chain, the buyer may immediately request from the seller a replacement delivery in the form of direct non-financial exchange in the same quantity and of satisfactory quality. The seller is obliged to fulfill this requirement. The delivery of a replacement delivery is without prejudice to the seller's liability for delay. Products supplied which are non-conforming shall be regarded as products not delivered. If the seller is unable to provide immediate compensation, the buyer will expose a charge note.
16. The buyer regularly evaluates the level of deliveries from the seller, qualitative development, the value of the maximum permissible level of non-quality and informs the seller about the identified non-conformities. If the seller has repeatedly supplied non-conforming products, in which case the buyer will provoke an escalation against the seller with one or more options by:
- increase the number of units for statistical selection,
 - informs the seller in writing about the establishment of sorting by its own staff,
 - instructs the seller to sort stocks on their own and mark verified deliveries with information 100% certified,
 - instructs the seller to sort inventory by ordering an external company at the seller's premises or at premises designated by the buyer.
17. In the case of a justified complaint, fees for proven administrative handling of the complaint will be charged. Other costs will be charged according to proven costs in connection with the resolution of the complaint.
18. The seller is obliged to provide the products specified by the buyer either intermediately or directly, if the manufacturer is also the manufacturer with reports of requalification tests.
19. The buyer is entitled to request from the seller a protocol of self-evaluation of technical and production competence according to the requirements of the methodology VDA 6.3. or to personally perform an audit of VDA 6.3. in the agreed premises of the company.
20. In case of reduced quality and logistics, the seller is obliged to submit to the buyer an action plan to eliminate non-conformities.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 7 / 11
----------------------	--------------------------------	---

21. In case of delivery of a significant % of low-quality products or logistical delays, the buyer is entitled to perform a technical inspection, which represents an immediate notification of the request to perform an unscheduled audit by the buyer's representative at the seller's premises.

VI. Ordering and delivery

1. The seller will deliver the products on dates and in quantities according to the orders or calls of the buyer.
2. The seller is obliged to comment in writing on the order or the buyer's call no later than 3 days after receipt. If he cannot confirm the required delivery date or the ordered quantity, he is obliged to immediately notify the buyer in writing of an alternative delivery date or partial delivery dates.
3. If the seller confirms the buyer's order, he is responsible for any delay in delivery or delivery of the incomplete quantity. The buyer has the right to demand from the seller payment of all costs caused to him by non-compliance with the requirements under his order or call-off. These costs include, for example, increased transport costs; contractual penalties which the buyer has had to pay to his customers as a result of delays in his deliveries; increased costs for purchasing products from a substitute supplier.
4. The difference between the quantity delivered and the quantity ordered may not exceed 2 % of the quantity ordered, unless otherwise agreed. If this difference is greater, the buyer has the right to refuse the extra quantity delivered, or he has the right to demand immediate delivery of the missing quantity at the seller's expense. The buyer undertakes to accept the ordered quantity to the warehouse within the required period.
5. The buyer will order the products according to the agreed packaging units, minimum order quantities and delivery terms of Incoterms 2000.

VII. Reserve stock

The seller is obliged to have an agreed reserve stock of products permanently in stock. From this stock, he can fulfill the orders of the buyer only with his consent in exceptional cases. After drawing from this stock, the seller is obliged to replenish the stock to the agreed amount in the shortest possible time. The buyer has the right at any time to require the seller to inform him of the current amount of the buffer stock. At the same time, he shall have the right to personally verify the maintenance of the Buffer Stock.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 8 / 11
----------------------	--------------------------------	---

VIII. Purchase price

1. The seller undertakes to sell its products to the buyer at the prices agreed at the beginning of the project, including any agreed year-on-year reductions.
2. Unless otherwise agreed, the price includes packaging.

IX. Packaging

1. The seller will pack the products in packages that he has agreed with the buyer.
2. Unless otherwise agreed, the following requirements shall apply to packages:
 - the pallet on which the packages are stored must not exceed a height of 145 cm (the height of the pallet is also calculated),
 - maximum weight per pallet is 1 000 kg,
 - The maximum weight per package is 15 kg.
3. Each package must bear a label bearing the following particulars:
 - the name of the seller,
 - the name and number of the product used by the buyer,
 - quantity.

If these data are missing, the buyer has the right to refuse to accept the delivered products and to claim extra costs.

X. Billing and payment terms

1. The basis for payment of deliveries are 2 copies of the invoice issued by the seller.
2. The due date of the invoice, unless otherwise agreed, is 90 days after the date of issue.

XI. Supporting documents

1. The seller is obliged to attach to each delivery a copy of the invoice or delivery note, where it must be mentioned, inter alia:
 - name and number of the product in accordance with the buyer's order/call-off,
 - unit price
 - buyer's order/call number.

Drafted by: Ing. Ján Humený Date: 03.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fulöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 9 / 11
----------------------	--------------------------------	---

2. The seller is obliged to attach a product certificate to each delivery, if the buyer requires it. The data provided on the attestation will be agreed between the contracting parties. They are usually based on the material sheet, in which the buyer defines the critical parameters of the product.

XII. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if the failure is caused by events over which the contracting party had no influence. Events of this kind include, for example:

- war,
- natural disasters,
- fires,
- interventions by the authorities.

XIII. General and final provisions

1. All other legal relationships not regulated in these General Purchase Conditions are governed by the relevant provisions of the Commercial Code of the Slovak Republic.
2. The General Conditions of Purchase enter into force on the date on which they are signed by both Contracting Parties.
3. They may be denounced by either party:
 - if, despite a written warning, the seller executes the subject of the General Purchase Conditions contrary to the written agreement, in this case the notice period of 2 months applies,
 - if the seller is in delay with the delivery for more than 2 months, despite the fact that the buyer has warned him in writing, in this case the notice period of 2 months applies,
 - if the buyer is in arrears with the payment of invoices for more than 2 months, despite the fact that the seller has warned him in writing, in this case the notice period of 2 months applies,
 - without giving any reason, in this case the notice period is 6 months.

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 10 / 11
----------------------	--------------------------------	--

Seller:

Buyer:

SLUŽBA NITRA, s. r. o.
Pražská 33
949 01 Nitra

IČ DPH:

IČ DPH: SK2020412570

Representative:

Representative:

Date:

Date:

Drafted by: Ing. Ján Humený Date: 08.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024

SLUŽBA NITRA, s.r.o.	General conditions of purchase	Annex No.2 to the SM 06-02 Print No: 1 List 11 / 11
----------------------	--------------------------------	--

Revisions

Rev. No.	Reason for revision	Date	Elaborated by:	Checked by:	Approved by:
0	First edition	1.10.2014	Ing. Ján Humený	Mgr. Martina Štefanková	Ing. Ján Fülöp
1	Transfer of requirements from customers SLUŽBA NITRA, s. r. o. to suppliers	1.10.2023	Ing. Ján Humený	Mgr. Martina Štefanková	Ing. Miroslav Fülöp

Drafted by: Ing. Ján Humený Date: 05.01.2024	Checked by: Mgr. Martina Štefanková Date: 10.01.2024	Approved by: Ing. Miroslav Fülöp Date: 21.01.2024
Management responsible: Ing. Ján Humený Date: 15.01.2024		Revision: 1 Valid since: 21.01.2024