

Zepelin USA LLC

General Terms and Conditions of Sale

Article I. Introductory Provisions

1. The General Terms and Conditions of Sale stated below constitute an integral part of the Framework contract and/ or the Purchase contract concluded between the Seller and the Buyer (hereinafter referred to as „**GTCS**“) and shall be binding for all buyers that conclude any Framework contract and/ or Purchase contract with the Seller.
2. The Seller undertakes by the Framework contract and the Purchase contract to supply the Goods to the Buyer under the terms and conditions stipulated in the Framework contract and/ or in the Sales contract and under these GTCS and the Buyer undertakes to accept the Goods and pay the purchase price to the Seller.
3. The legal relationship between the Seller and the Buyer, who concluded the Framework contract and/ or the Purchase contract is governed by the Framework contract and/ or the Purchase contract and by these GTCS, and if not stated otherwise in the Framework contract and/ or Purchase contract and in these GTCS, also by generally binding legal regulations applicable in the Slovak Republic. A specific written agreement between the Seller and the Buyer shall prevail over these GTCS as well as over the Framework contract and the Purchase contract. If the provisions of the Framework contract and/ or the Purchase contract are in contradiction to the provisions of these GTCS, the provisions of the Framework contract and/ or the Purchase contract shall prevail. If the provisions of the Framework contract are in contradiction to the provisions of the Purchase contract, the provisions of the Purchase contract shall prevail.
4. The Seller is entitled to revise unilaterally these GTCS at any time. This revision has no effect on the Purchase contracts concluded before the revision, and these Purchase contracts are further subject to GTCS effective before the revision. The revision of GTCS made by the Seller shall become valid and binding for the Buyer at the moment of publication of the revised GTCS on the Website of the Seller. The Seller may inform the Buyer about the revision of GTCS also by other means of communication.

Article II. Definitions

For the purposes of these GTCS, the terms stated in these GTCS shall have the following meaning:

1. **The Parties:** the Seller and the Buyer
2. **The Seller:**
Zepelin USA LLC
2198 Main St
Sarasota Fl 34237

EIN 35-2645551

Bank of America
Routing 063100277
Business Checking Acc# 8981 0261 9954

Office: +1(877) 405 9246
Cell US: +1(424) 610 7507
Cell EU: +421 917 252 978
email:welcome@zepelin.us

3. **The Buyer:** any natural person or legal person that concluded the Framework contract and/or Purchase contract with the Seller, for delivery of selected Goods.
4. **Website of the Seller:** web server of the Seller located at <https://zepelin.us/>
5. **The Framework contract:** the Framework Purchase contract concluded between the Seller and the Buyer that deals with framework regulation of mutual rights and obligations of the Seller and the Buyer related to purchase of the Goods by the Buyer from the Seller. The Framework contract is concluded in the language negotiated by the Parties. In case, the Framework contract is made bilingual the provision of Article XIII. Paragraph 17 of these GTCS shall be applied. The Framework contract, its formation, validity and consequences of invalidity, and all other obligations arising from the Framework contract shall be governed by jurisdiction of the Slovak Republic. The Parties explicitly exclude the application of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) for the Framework contract. All disputes that arise from the Framework contract, including disputes concerning its validity, interpretation or termination, shall be resolved by the Arbitration Court of the Slovak Chamber of Commerce in Bratislava according to its internal legislation. The Parties undertake to submit to the decision of this court. The decision of the Arbitration Court of the Slovak Chamber of Commerce is binding for the Parties.
6. **The Purchase contract:** the contract concluded between the Seller and the Buyer in accordance with these GTCS which concerns the transfer of ownership of the Goods selected by the Buyer from the ownership of the Seller to the ownership of the Buyer and delivery of the selected Goods to the Buyer for the Purchase price. Any partial purchase contract concluded between the Seller and the Buyer based on the Framework contract shall be also deemed as Purchase contract. The Purchase contract is concluded in the language negotiated by the Parties. In case, the Purchase contract is made bilingual the provision of Article XIII. Paragraph 17 of these GTCS shall be applied. The Purchase contract, its formation, validity and consequences of invalidity, and all other obligations arising from the Purchase contract shall be governed by jurisdiction of the Slovak Republic. The Parties explicitly exclude the application of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) for the Purchase contract. All disputes that arise from the Purchase contract, including disputes concerning its validity, interpretation or termination, shall be resolved by the Arbitration Court of the Slovak Chamber of Commerce in Bratislava according to its internal legislation. The Parties undertake to submit to the decision of this court. The decision of the Arbitration Court of the Slovak Chamber of Commerce is binding for the Parties.
7. **The Offer:** any and all of the products, together and also separately, that are offered for sale by the Seller through the Website of the Seller, or by any other means.
8. **The Goods:** the one of the products that forms the Offer, and the one that the Buyer shows the interest to buy, and the one that the Buyer buys from the Seller under the Purchase contract.
9. **The Purchase price:** the amount of money expressed in the agreed currency, that shall be deemed as a remuneration for the sale of Goods paid to the Seller by the Buyer. The

Purchase price is agreed in the Purchase contract or in the Framework contract. If not, the Buyer is obliged to pay an adequate Purchase price. The price for transport of the Goods to the Buyer is not included in the Purchase price.

- 10. The Place of delivery:** a place that the Buyer marks as a place where the Goods shall be delivered by the Seller, when concluding the Purchase contract; the Place of delivery is specified at least by following data: the municipality name, the name of the territorial administrative unit (district and region, etc.), street name, registered and orientation number, state.
- 11. The Carrier:** a third party that carries out the transport of the Goods for the Buyer to the Place of delivery or to any other place specified by the Buyer.
- 12. Graphic and technical documentation:** any and all graphic and / or technical documentation provided by the Buyer to the Seller in order to implement the order.

Article III. Conclusion of Purchase contract

1. The Seller is entitled to place on order of the Goods by one of the means of communication between the Seller and the Buyer specified in Article VIII. of these GTCS. Unless the Buyer's order is sufficiently certain, the Seller is not obliged to fulfil any obligations arising from the order. The Seller notifies the Buyer of possible imperfection of the order (in particular with regard to its certainty) and requires him to clarify or complete the order. In case, the Graphic and technical documentation are to be the part of the order, the Buyer is obliged to submit them to the Seller in the quality required by the Seller. The Seller is not obliged to comply with the Buyer's order.
2. In case, any order of the Goods is placed by the Buyer, the Seller shall issue a document named "ORDER CONFIRMATION" (hereinafter referred to as "**Order Confirmation**") and ask the Buyer for the confirmation of the content of the Order Confirmation. That means expressing a binding will of the Buyer to implement the order as it is defined in the relevant Order Confirmation. The Purchase contract shall be deemed as concluded by binding confirmation of the Order Confirmation by the Buyer. The Order Confirmation content is critical for defining the rights and obligations of the Parties. In case, the Buyer will not confirm the Order Confirmation within 24 hours of its delivery, the Seller is not obliged to implement that particular order and in connection with such an order no claims arise to the Buyer against the Seller. A visual display of the Goods in the extend specified by the Seller can be the part of the Order Confirmation, depending on its nature.
3. The Purchase contract may be concluded, except from the procedure stipulated in the previous paragraph, also by specific notice sent by the Seller to the Buyer by which the Seller expressly confirms the order that he has received, to the Buyer. The seller is not obliged to follow the procedure described in the previous sentence. The application of the abovementioned option of concluding the Purchase contract depends solely at the discretion of the Seller.
4. The Seller is obliged to send photographs of the Goods (hereinafter referred to as "**Preview**") before dispatching the Goods to the Buyer and/ or depending on the nature of the Goods the Seller is obliged to send also technical specification of the Goods (hereinafter referred to as "**Technical specification**"). The Buyer is obliged to comment on the posted Preview and Technical specification, in such a way that he either agrees or disagrees with the posted

Preview and Technical specification. In case the Buyer disagrees, he is obliged to specify all particular reasons of his disapproval and specify required adjustments. Discrepancy between characteristics of the Goods and characteristics of the Goods specified in the Order Confirmation shall be solely deemed as the relevant reason of Buyer's disapproval. If the Buyer does not comment on posted Preview or Technical specification until the end of the following working day, it is considered that posted Preview or Technical specification is approved by the Buyer.

5. The Seller is not obliged to commence with the performance that is the subject of the Purchase contract before the Buyer confirms posted Order Confirmation (except the cases specified in paragraph 3 of this article of GTCS).
6. The Parties agree that it is possible to adjust the content of the order, the Order Confirmation as well as the content of the concluded Purchase contract by explicit mutual agreement between the Parties concluded by E-mail messages.
7. The Parties state that the sale of moveables that contain printing or other forms of personalization which parameters were specified by the Buyer when concluding the Purchase contract may also be the subject of the Purchase contract.

Article IV. Purchase price and payment conditions

1. The Purchase price of the Goods agreed in the Purchase contract or Framework contract, is stated in the negotiated currency, valid and up to date. Unless the Parties agree otherwise, the Purchase price is agreed in EUR currency. The Purchase price negotiated in this manner shall be deemed as final, i.e. including all taxes and fees that the Buyer shall pay to obtain the Goods. The Buyer is obliged to pay the Seller, except of the Purchase price, also the transport cost of the Goods to the Buyer to the Place of delivery, under the condition that transport of the Goods is arranged by the Seller.
2. The Buyer undertakes to pay the agreed Purchase price to the Seller by one of the methods agreed in the Purchase contract or the Framework contract. This may be in particular realized by following means of payment:
 - a) cash payment up to 5.000,- € on personal collection of the Goods by the Buyer at the pick up point of the Seller,
 - b) cash on delivery of the Goods (the Carrier collects cash from the customer in the name of the Seller),
 - c) payment by bank transfer.
3. The Seller is entitled to require the payment of the first instalment of the Purchase price at least in the amount of 30 % of the Purchase price for the Goods without VAT. The Seller is obliged to pay this first instalment no later than 5 days from the date of conclusion of the Purchase contract. Until the payment of the first instalment of the Purchase price is made, the Seller is not obliged to commence manufacturing of the Goods. If the first instalment of the Purchase price is not paid within 14 days from the moment of conclusion of the Purchase contract, the Seller is entitled to withdraw from the Purchase contract in writing. The Buyer is obliged to pay the remaining Purchase price to the Seller before dispatching / submitting the Goods to the Buyer. In this case, the Seller is not obliged to dispatch / submit the Goods to the Buyer before the Purchase price is paid in full.

4. By concluding the Framework contract and/ or the Purchase contract, the Buyer agrees that invoices and credit notes addressed to him will be send electronically.
5. The Buyer's billing information cannot be changed after the confirmation of the Order Confirmation.
6. In case of delay with the payment of the Purchase price, the Buyer is obliged to pay the contractual penalty of 0,05% from the amount due for each day of delay to the Seller.

Article V. Delivery of the Goods

1. By the Purchase contract, the Seller undertakes to submit the Goods to the Buyer and enables him to acquire the ownership to the Goods and the Buyer undertakes to accept the Goods and pay the Purchase price to the Seller.
2. The Seller undertakes to deliver the Goods to the Buyer together with all parts, eventually with all accessories, according to the Purchase contract.
3. Unless agreed otherwise, the delivery condition Incoterms 2010 „Ex Works“ shall be applicable for the delivery of the Goods.
4. The Seller shall transmit the Goods to the Buyer in the agreed quantity, quality and design. The Seller shall submit to the Buyer also any documents related to the Goods.
5. If the packaging of the Goods is not agreed, the Seller shall pack the Goods according to the common customs. If no customs exists then the Seller shall pack the Goods by means necessary for maintaining and protecting the Goods. The Seller shall arrange the transport of the Goods by the same method.
6. The Buyer hereby agrees that the instruction manual for the purchased Goods shall not be delivered in the Slovak language.
7. The Buyer is obliged to accept the delivery of Goods, unless stated otherwise in these GTCS.
8. The Buyer is obliged to state the Place of delivery in the Order. The Place of delivery thus determined is possible to change after the conclusion of the Purchase contract only after an agreement with the Seller. If the Seller undertakes to arrange the delivery of the Goods in the Framework contract or the Purchase contract he shall send the Goods to the Place of delivery and the Buyer shall accept the delivery of the Goods at the Place of delivery.
9. The Buyer is obliged to inspect the integrity of the package of the delivered Goods upon the delivery of the Goods by the Carrier. If the inspection shows that the packaging of the delivered Goods is damaged or the consignment containing the Goods is damaged or deformed, the Buyer shall not take over the Goods and is obliged to write down a protocol about refusing the acceptance of the delivery and specify the reasons of its refusal herein. If the consignment is not damaged externally, the Buyer shall open the consignment and inspect the Goods in the presence of the Carrier, especially ascertain whether the Goods and the invoice corresponds to the Order and whether the Goods are free of obvious defects. In case of any discrepancy between the Goods, potentially attached documents and the Order, the Buyer shall write down the report about this fact with the Carrier. The Buyer shall keep a copy of any report written down with the Carrier, and submit it upon request to the Seller.

- 10.If the Buyer refuses to accept the consignment according to the previous paragraph of this article, he shall inform the Seller about the reasons of the refusal immediately. In case the consignment containing the Goods does not show any signs of external damage or deformation as well as during the inspection no discrepancy with the Order was found, however after receiving the consignment by the Buyer it becomes clear that the Goods have a defect that could have been caused during the transport of the consignment, the Buyer is obliged to notify the Seller without undue delay about these circumstances, but no later than 3 working days from the day of receiving the consignment, otherwise it is considered that this defect was not incurred during the transport of the Goods, but afterwards.
- 11.In case that discrepancy of the consignment with the Order lies in the fact that a lesser amount of the Goods are delivered to the Buyer, he is not entitled to refuse the acceptance of the consignment. In such a case, the Seller shall deliver the missing amount of the Goods to the Buyer without undue delay after the notification of this defect by the Buyer. If it is not possible to deliver the missing amount of the Goods within a reasonable time or the Buyer is not interested in the delivery of the missing amount of the Goods, the Parties are entitled to withdraw from the Purchase contract in that part of the fulfilment, that was not delivered to the Buyer.
- 12.In case, the Buyer refused to accept the delivery of the consignment containing the Goods, although there was no reason specified in paragraph 9 of these GTCS for that, the Seller himself is entitled to send the returned Goods to the Buyer and the Buyer is obliged to indemnify all costs occurred by the Seller in connection therewith.
- 13.The period of delivery of the Goods will be specified separately for each of the Goods in the Framework contract or the Purchase contract. The Seller agrees to develop a maximum effort to deliver the Goods to the Buyer within the scheduled date. The Seller is not responsible for the late delivery of Goods that occurred for reasons beyond the Seller's will, in particular for reasons of force majeure, power failure, machine failure of the Seller etc. If the Seller's delay in delivery of the Goods occurred due to the abovementioned reasons, it is considered that the Seller is not in default. The Seller is entitled to prolong unilaterally the period of delivery of the Goods, but no more than 7 days.
- 14.The period for delivery of the Goods begins to run not earlier than the first instalment of the Purchase price is paid by the Buyer according to Article IV. paragraph 3 of these GTCS. In case the Buyer is obliged to pay the Purchase price for the Goods after their dispatch / submission to the Buyer, the period for delivery of the Goods begins to run on the date of conclusion of the Purchase contract according to Article III. paragraph 2 and 3 of these GTCS.
- 15.The Seller is not responsible for delay in delivery of the Goods and for damages occurred due to the fact that the Buyer did not specify all the necessary information.

Article VI.

The transfer of risk of damage of the Goods and change of ownership of the goods

1. The risk of damage to the Goods passes from the Seller to the Buyer at the time of its delivery to the first Carrier, but no later than the moment of taking over by the Buyer. If the Buyer, in conflict with the Purchase contract, does not take over the Goods, the risk of damage to the Goods transfers to the Buyer at the moment when the Buyer refuses to accept

the Goods, or otherwise did not take over the delivered Goods, even though he was obliged to, even if it did already not pass to him earlier.

2. The ownership of the Goods passes from the Seller to the Buyer at the moment of the full payment of the Purchase price by the Buyer and the delivery of the Goods. The Seller is not obliged to send or deliver the Goods to the Buyer before a full payment of the Purchase price, unless the Parties agree otherwise.

Article VII.

Withdrawal from the Purchase contract

1. The Seller and the Buyer are entitled to withdraw from the Purchase contract in cases provided by law, by the Framework contract, by the Purchase contract and these GTCS.
2. The Seller is be entitled to withdraw from the Purchase contract if, after its conclusion appears that the delivered Goods is not possible because the product does not exist and can not be obtained, or delivery is possible only at a higher price or a higher cost of the Seller, or other obstacles that make the delivery significantly more difficult or impede its implementation by the deadline specified in the Purchase contract.
3. The Seller is entitled to withdraw from the Purchase contract in the following cases:
 - a) If the Graphic and technical documentation supplied by the Buyer, that are the basis for the production and delivery of the Goods, do not conform to the minimum technical requirements specified by the Seller for its production, or contain images or photographs whose publication is in conflict with the law of the Slovak Republic and the EU (propaganda of racial or ethnic hatred, racism, sexual abuse ...), or are protected by rights of third parties (trademark, design and so on.), or have another legal defect.
 - b) The Goods are no longer manufactured, or it is temporarily not in the operational capacity of the Seller to manufacture and deliver the Goods to the Buyer within the set deadlines because of out-of-stock or unavailability of Goods, or for reasons of force majeure, or if the Seller is unable to deliver the Goods to the Buyer in the given deadline or for the agreed Purchase price even when carrying out all necessary efforts that may be fairly required by him.
 - c) If the Buyer does not accept the Goods even after 7 days from the date when he first incurred the obligation to take over the Goods.
4. If the Seller or the Buyer withdraw from the Purchase contract, the Buyer is entitled to a refund of the Purchase price after accounting for all possible claims against the Seller, by bank transfer to the Buyer's bank account specified in the Framework contract or in the Purchase contract. If the Buyer's bank account is not specified in these, nor is specified by the Buyer in the withdrawal from the Purchase contract or thereafter, or when informed of the withdrawal of the Purchase contract by the Seller, the Seller will be credited with a postal cheque to his address. If that is not possible the Parties will agree on a different method.
5. If the Purchase contract is withdrawn, the Buyer is obliged to return the Goods to the Seller, if they have taken over. The Seller is obliged to refund the Buyer the Purchase price within 30 days of the effective date of withdrawal from the Purchase contract, but not before he Buyer returns the Goods.

Article VIII.

Communication

The Parties agree that where any communication is required between the Parties relating to these GTCS, the Framework Contract and the Purchase Contract, regardless of its content (hereinafter referred to as "**Notice**"), the Parties shall implement those notifications in some of the following methods: in person, by registered mail, by courier or by email to the Parties addresses and the contact details stated in the header of the Framework Agreement or the Purchase contract or these GTCS, unless expressly stated otherwise in these GTCS. If either Party delivers by registered mail and the Party to which the document is addressed refuses to accept it or prevents its receipt in any other way (e.g. by failing to report a change of its address or other relevant data) for the purposes of these GTCS the return of an undelivered shipment to the sender according to the recently known address of such Party to the GTCS represents a supported delivery. The same applies if the start of an agreed-upon is linked to the moment of a document delivery. In such instance the moment of delivery is the moment of returning an undelivered shipment to the sender. The recently known address of the Parties shall be the address consisting of the name of the village, name of the street or public place (if the village is divided into streets and public areas designated in other way), registration and/or orientation number and the ZIP code and if it is an address outside the Slovak Republic also the name of the state, announced in writing to the other Party, otherwise the address stated by each Party in the header of the present Framework Contract or the Purchase Contract. If any Party in compliance with and under the terms stated in this GTCS fails to inform the other Party about the change of its address, the recently known address shall be the one reported, namely always the one which was reported later. For the purposes of these GTCS, any Notices shall be deemed delivered on the day of:

- a delivery confirmation by the addressee, or the date of rejection of acceptance of the consignment, if delivered in person, or
- a delivery confirmation by the addressee, or the date of rejection of acceptance of the consignment, if delivered by a courier, or
- a delivery confirmation by the addressee, or the date of rejection of acceptance of the consignment, if delivered by a registered mail, or
- an email delivery confirmation by the addressee, and in case, if the email confirmation does not arrive the following day upon sending the email, the day upon sending the email, if delivered by email.

Article IX.

Processing of personal data

1. The Seller processes the personal data of the Buyer solely for the needs of fulfilment of the Framework Contract and / or the Purchase Contract. The Seller is entitled to process the personal data of the Buyer for other purposes only with the consent of the Buyer.
2. By concluding a Framework Contract and / or the Purchase Contract the Buyer expresses consent to process their personal data therein for commercial and marketing purposes of the Seller, as well as for commercial and marketing purposes of the Seller's business and marketing partners. Providing personal data is voluntary. The Buyer has the right to revoke his consent in writing at any time, furthermore the Buyer has the right to access the data concerning him, the right to demand its correction, completing, blocking or liquidation. If the Buyer does not agree with his personal data been registered in the database of the Seller, the Buyer shall notify the Seller.
3. The Buyer acknowledges that the Seller is entitled to transfer the capially collected personal data to business partners in the EU. The data transferred by this mean may be used only in

accordance with the laws of the Slovak Republic and to the purposes foreseen by these GTCS, by the Framework Contract and the Purchase Contract.

Article X. Documentation provided by the Buyer

1. By using the documents submitted by the Buyer, the Seller is not responsible for any possible infringement of copyrights, nor is responsible for their content. However if documents submitted by the Buyer carry illegal content, or the content violates moral standards, the Seller has the right to refuse to deliver the Goods.
2. The Seller is not liable for material errors or spelling mistakes contained in the Graphic and technical documentation. The Buyer is responsible for the quality of the Graphic and technical documentation (colour, resolution, sharpness, accuracy etc.) provided to the Seller for the purpose of delivery of the Goods. By sending Graphic and technical documentation, the Buyer states that he has all copyrights for the used / delivered / submitted photographs and other images, drawings and technical artwork towards the authors or third parties, and is entitled to dispose of them and provide them to the Seller for the purpose of Goods supply. By sending the Graphic and technical documentation to the Seller, the Buyer grants the Seller the right to dispose with them and process them for the given Order.
3. The Seller is not liable for any damages or any other claims, if the Buyer confirms the Order Confirmation and the Goods are produced and delivered in accordance with the Order Confirmation. In the case of confirmation of the Order Confirmation, the Seller is entitled, but not obliged, to commence performing the subject of the Order.
4. The Seller is not responsible for the delay in producing and delivering the Goods, which arose as a result of failure to supply correct data by the Buyer.
5. All data and Graphic and technical documentation sent by the Buyer to the Seller, the Seller is entitled to retain indefinitely.

Article XI. Warranty and complaints

1. The Seller can provide a warranty on the Goods. In this case the warranty period, begins on the day the Buyer takes possession of the Goods. The warranty period may be different for each product line of the Goods. The warranty period shall be extended by the period during which the Goods were in a warranty claim. The rights for liability for defects of the Goods eligible under the warranty terminates if not claimed during the warranty period.
2. The warranty period of the Goods with respect to the product line are defined in the Framework Contract and / or in the Purchase Contract, unless a specific legislation stipulates a longer period.
3. As a proof of warranty, the Seller issues for all Goods a proof of purchase (invoice), including all legally required data for a warranty claim (particularly the name of the Goods, the warranty period, the price, the quantity).
4. The condition for a warranty claim is to make the warranty claim by the Buyer using the "Warranty service report" form, which includes a detailed photo documentation. Upon

demand by the Buyer, a blank "Warranty service report" form shall be sent by the Seller without undue delay. From the wording of the claim submission must be evident that this is a warranty claim of the Buyer, it shall include a specific description of the alleged defects in the Goods made by the Buyer, as well as the description of the demand/s, which the Buyer claims from the Seller as a result of the warranty claim.

5. Upon receiving a warranty claim, the Seller assess the defects of the Goods and, if based on the received "Warranty service report" determines that the Seller is responsible for the defect, the Seller notifies the Buyer to proceed according the following options, and this notice is binding for the Buyer :
 - a) The Seller notifies the Buyer to send the defective Goods or the defective parts of the Goods back for repair to the Seller.
 - b) If the repair of the Goods is not possible and the nature of the defect does not prevent the usual use of the Goods, the Seller shall provide a reasonable discount on the Purchase price of the Goods.
 - c) In the event that the alleged defect of the Goods will be irremovable or the cost of transportation of the Goods, respectively the defective part of the Goods back to the Seller will be higher than the total cost of Goods, respectively the defective part of the Goods, the Seller will send replacement Goods or the replacement part of the Goods to the Buyer. The Buyer in this case is required to return back the warranty claimed Goods or its parts to the Seller, unless the Seller notifies the Buyer that it is not necessary.
6. The Seller bears, in addition to the cost stated in the following sentence of this paragraph, all transport costs incurred by the Buyer when proceeding in accordance with paragraph 5. of this Article of these GTCS, but with a maximal cap that is at the given place and time appropriate and common for the given transport costs (the Buyer is not entitled for reimbursement for the usage of express courier services). According to the process in paragraph 5, the Buyer bears transport costs for the return of the defective Goods or the defective parts of the Goods to the Seller.
7. If after receiving a warranty complaint under paragraph 4 of these GTCS, the Seller cannot determine whether it is a defect for which the Seller is responsible, and the Buyer is determined with the warranty claim of the Goods, the Buyer sends the defective Goods or the defective parts of the Goods (as determined by the Seller) at their own expense to Seller.
8. If the Buyer returns defective Goods to the Seller, these must be properly secured to avoid any damage during the transportation and the package must be visibly labelled "WARRANTY CLAIM" and include: the defective Goods (including all accessories), respectively its relevant parts, it is recommended to attach a copy of the proof of purchase, a detailed description of the defect and the appropriate contact details of the Buyer (especially the return address and a telephone number). Without the abovementioned, the identification of the origin and the defect in the Goods is prevented. The warranty claim is considered invoked upon the delivery of the Goods to the Seller within the meaning of this paragraph. Unless the procedure under paragraph 5 of these GTCS, the warranty claim is considered invoked upon the delivery of a dully completed "Warranty Service report" form to the Seller.
9. The Buyer is not entitled to any warranty claims of the Goods from the Seller, if the defect on the Goods came from:
 - a) mechanical damage to the Goods,
 - b) improper handling or failure to take care of the Goods,
 - c) the Goods were damaged by excessive load or used contrary to the conditions and instructions in the documentation of the Goods or general principles of use,
 - d) the Goods were damaged as a result of inattention of the Buyer,

- e) the Goods were modified by the Buyer (painting, bending, etc.), if the defect occurred as a result of this adjustment,
- f) the Goods were damaged by natural disasters or force majeure, which does not apply if the properties of the Goods which are in conflict with the hereinbefore stated conditions, have been expressly agreed and named by the Buyer and the Seller or declared by the Seller, or they can be expected given the normal usage of the Goods.

- 10. The Goods returned for a warranty claim, will be assessed by the Seller only in respect of the Buyer's alleged defect.
- 11. The Seller has the right to refuse to accept the Goods for a warranty claim in cases, where the Goods and / or its parts are contaminated or do not meet the basic prerequisites for a hygienically safe delivery of Goods for warranty claim handling.

Method of warranty claim handling:

- 12. The Seller undertakes to make a decision on the warranty claim no later than 7 days from the date of the claim. The Seller shall inform the Buyer of that decision.
- 13. If the Seller finds that the delivered warranty claimed Goods have a defect for which the Seller is responsible and it will be a defect that can be corrected, the Seller will repair the Goods. If the repair of the Goods is not possible and the nature of the defect does not prevent the usual use of the Goods, the Seller shall provide a reasonable discount on the Purchase price of the Goods. If a discount on the Purchase price of the Goods is given, it is not possible to make a warranty claim for the same defect in the future. If the defect cannot be removed and prevents the Goods to be properly used as Goods without defects, the Seller is entitled to exchange the defective Goods for alternate Goods with the same or similar characteristics or shall refund the Purchase price to the Buyer. If the claim is well founded, the Seller will send the repaired the Goods or the repaired part of the goods or substitute Goods, or its parts to the Buyer at his own expenses.
- 14. Upon completion of a justified warranty claim the warranty period is extended by the duration of the warranty claim procedure. In the case of an unjustified warranty complain, the warranty period is not extended. If the warranty claim of the Goods was realised during the legal warranty period and provided with the exchange of Goods for new ones, a new warranty period begins from the date of the warranty claim closure. The duration of the warranty claim is set from the day following the submission of a warranty claim to the date of the warranty claim closure, e.g. the date when the Buyer was obliged to pick up the Goods. By Buyer will be informed about the settlement of the warranty claim by the Seller.
- 15. If the warranty claim is not well founded, the Seller rejects it. Unless the parties agree otherwise, the Seller must send the defective Goods back to the Buyer. If the warranty claim is rejected, the Buyer acknowledges that Seller is entitled to invoice the Buyer for all costs incurred in connection with the warranty claim.
- 16. The Buyer acknowledges the obligation to provide necessary cooperation in the warranty claim to the Seller, otherwise all deadlines will be adequately postponed, by the time the Buyer was delayed in providing the required assistance.
- 17. If the Goods have already been delivered to the Seller for a warranty claim and the Seller finds that the Goods have defects for which the Seller is not responsible, but has some other damage or defects, both Parties agree to proceed in mutual cooperation with an aim to their

elimination, especially the Seller shall notify the Buyer of the estimated cost of repairs of the Goods and asks the Buyer to agree upon the proposed requital, or shall offer the Buyer another way to settle their relations.

18. With regard to the characteristics of the Goods, the following variation and insufficiencies of the characteristics of the Goods ordered in the Order Confirmation are not considered as defect of the Goods:
- a) discrepancy dimensions +/- 5%
 - b) non-compliance chromaticity +/- 3 shades of the given colour.
19. In the event of any loss to the Buyer in relation to the Framework Contract and / or Purchase Contract, the Buyer is only entitled to compensation for actual damage, thus is not entitled to compensation for loss of profit, and up to a maximum of 25% of the Purchase price of the Goods.

Article XII. Servicing of Goods

1. The Seller provides a post-warranty service of Goods for consideration (hereinafter referred to as the "Service").
2. The specific conditions for a post-warranty service of Goods, are to be arranged by the Parties in a separate agreement concluded between them.
3. In the event that the Buyer is interested in the Service provision, the Buyer shall require the Seller to provide the Service using the "Service report" form, which includes a detailed photo documentation. Upon demand by the Buyer, a blank "Service report" form shall be sent by the Seller without undue delay. The Buyer is obliged to send the completed "Service Report" form to the Seller by email to: service@zepelin.sk.
4. Upon the Buyer's request, the Seller informs him of the estimated Service costs. If the Buyer approves the notified estimated cost of the Service, the Buyer sends the Goods to the Seller to perform the Service.
5. If the Seller upon receiving the Goods and their inspection determines that the estimated Service costs differ from the estimated ones, the Seller will notify the Buyer of the new estimate costs and ask the Buyer for a statement.
6. If the Buyer delivers a duly completed "Service Report" form to the Seller and approves the estimated Service costs under paragraph 4 of these GTCS, or paragraph 5 of these GTCS (if the Seller proceeds in accordance with paragraph 5 of these GTCS), the Seller will provide the Service. The Buyer must pay the Seller for the Service the agreed fee. The fee does not have to be equal to the amount of the estimated Service costs in accordance with paragraph 4 and 5 of these GTCS. The Service fee is due prior to shipment / handing back of the serviced Goods to the Buyer. The Seller is not obliged deliver / dispatch the serviced Goods to the Buyer prior to the payment of the Service fee.
7. The Buyer shall bear all costs and risks associated with the Service, particularly the transport costs.

Article XIII. Final provisions

1. These GTCS are concluded in accordance with the legal order of the Slovak Republic and the legal order of the Slovak Republic is the decisive legal order for the regulation of all the relations established by these GTCS.
2. The Parties have agreed that any and all disputes arising from these GTCS, including disputes regarding their validity, interpretation or cancellation shall be resolved by the Arbitration Court of the Slovak Chamber of Commerce in Bratislava according to its internal legislation. Parties will respect to the decisions of this court. Its decisions will be binding for both parties.
3. The Buyer's confirmation of the Order Confirmation also confirms he is familiar with these GTCS, has read them, understands their content and fully agrees with them.
4. The Buyer is aware that the purchase of the products offered by the Seller, does not award any rights to use registered trademarks, trade names, company logos or patents of the Seller or others, unless specified otherwise for each particular case by specific agreement.
5. For the purposes of the present GTCS the term determined according to days does not include a day when the situation determining the term start occurs. The end of the term determined according to weeks, months or years falls on the day with equal name or numerical designation with the day on which the event from which the term starts falls. If there is not such day in the last month, the end of the term shall fall on its last day. If the last day of the term falls on Saturday, Sunday or a holiday, the last day of the term is the nearest working day.
6. All information stated herein in these GTCS, the Purchase contract and the Framework contract, as well as all information disclosed in relation to these GTCS shall be considered confidential and shall not be available to the third party without the prior permission of the other Party. The information that is considered confidential hereunder includes all information provided verbally or in writing that are related to the subject of these GTCS, personal and property status of Parties, as well as any know-how, which means all trade, production, technical or business information related to these GTCS. The Parties shall be obliged to keep confidentiality about the information stated herein and protect them against unauthorized disclosure or misuse by the third parties, unless specified otherwise.
The confidentiality obligation does not apply if the Party responsibly demonstrates that:
 - is obliged to disclose the given confidential information by law or
 - the confidential information has become generally known.If the Party intends to disclose a confidential information, it is obliged to promptly notify the other Party in advance. For the purposes of these GTCS, a violation of confidentiality does not account if the confidential information is made available to the necessary extent to legal counsellors, tax advisors or auditors of the Party, if such persons are demonstrably bound to the Party by a confidentiality obligation. For the purposes of these GTCS, for a violation of confidentiality is not considered when the confidential information is made available to government, local administration, prosecution or other legal entities and individuals that are given a statutory decision-making on rights and obligations, on the condition that the provided information is related to the performance of their activities to which the information is needed. For the purposes of these GTCS, a violation of confidentiality does not account if the confidential information is made available to where it commanded the law of the Slovak Republic.
7. For the purposes of these GTCS the Force Majeure shall include instances independent of the will of the Parties and not under their control such as e.g. a war, mobilisation, uprising, natural disasters, etc. If the performance is impossible due to the occurrence of Force

Majeure, the Party which would like to refer to the Force Majeure is obliged to ask the other Party within two months from the occurrence of the Force Majeure to modify the Framework contract or the Purchase contract in the part affected by the occurrence of the Force Majeure. If no agreement is reached, the Party referring to the Force Majeure has the right to rescind from the Contract. The effects of rescinding occur on the day of delivery of the notice of rescinding.

8. Any contractual penalty stated in these GTCS, the Framework contract or in the Purchase contract is due in the moment of breaching the obligations by the party to which the entitlement for the payment of contractual penalty for the breach is binding. The provisions on contractual penalty shall in no way affect the right of the party to claim damages from the other party, that arises from breaching the agreed obligations, even if the occurred damages excess agreed contractual penalty.
9. The Parties undertake that during the performance of these GTCS they will inform each other about all the facts which could have an impact on the performance of the rights and obligations arising from the legal relations established hereunder. The Parties also undertake to inform each other without any unreasonable delay, however, latest within the period of 30 days about any and all facts which could have an impact on the rights and interests of the other Party protected by law.
10. The Parties undertake to provide each other during the performance of these GTCS with all the mutual cooperation needed to achieve the fulfilment of rights and obligations arising from these GTCS, the Framework contract and the Purchase contract. They shall provide the cooperation immediately after required to provide the cooperation by the other Party.
11. The Parties have agreed that any and all disputes arising from these GTCS shall be resolved preferably by an agreement and mutual negotiation. Only if no agreement is reached, any Party may exercise its rights before an appropriate Court of Arbitration.
12. The Parties to the Agreement declare that the titles of individual articles and provisions of these GTCS are inserted for information only and they establish no rights or obligations for the Parties.
13. If during this GTCS performance or during the performance of the Framework contract of the Purchase contract any changes in the legal order of the Slovak Republic occur the exercise of which would lead to a major change in the rights and obligations arising from them, to a major loss to any Party or if their the purpose is marred, the Parties undertake without any unreasonable delay after the effect of the relevant legal standard to make an amendment by means of which the relevant provisions of the Agreement would be harmonised with the new legislation. If no agreement about such amendment is reached, the party which showed interest in it has the right to rescind from the Framework contract or the Purchase contract. The effects of rescinding shall occur on the day of delivery of the notice of rescinding to the other party.
14. Any provision of these GTCS, if possible, shall be interpreted as effective and valid according to the valid legislation. However, should any provision of these GTCS be unenforceable or invalid according to the valid legislation, it shall only be ineffective in the scope of its unenforceability or invalidity and the remaining provisions of these GTCS shall still be binding and in full force and effect.
15. The Parties declare that their freedom of contract is not restricted in any manner whatsoever; their contractual expressions are definite and clear.

16. The rights and obligations of the Parties arising from the legal relation established by these GTCS shall be regulated by the provisions of the Act No. 513/1991 Coll. Commercial Code as amended. Should any provisions of these GTCS, the Framework contract or the Purchase contract lose their effect, the legal regulation coming as close as possible to their sense and purpose shall apply. If there is not applicable legal regulation, the commercial habits in the relevant area shall be followed.
17. These GTCS are made in Slovak language and in English language, the Parties have agreed that English version shall be binding, except the cases when the Buyer is a person with registered seat or with a place of business or domicile in the Slovak Republic or the Czech Republic, unless the Parties agree otherwise in the Framework contract or in the Purchase contract.
18. These GTCS shall come into force from 01.04.2017.