

Terms and Conditions
on the sale of products, services and supplies supplied by the company
INOXTEC, s.r.o.

I.

Preamble

1. These Business Terms and Conditions (hereinafter also referred to as the "OP" or "Business Terms") govern the mutual rights and obligations of the parties, INOXTEC, sro: 26313898, Šternberk, Nádražní 2410/23, PSC: 78501, in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 25858 (hereinafter referred to as the "Seller") and any other natural or legal person acting in the course of its business activities (hereinafter referred to as the "Buyer") arising out of the sale of products, services or other performance delivered by the seller under a contract. Provisions deviating from the OP may be negotiated in the contract. Deviate contractual arrangements or other arrangements between the parties take precedence over the provisions of the OP.
2. The provisions of the OP are an integral part of the contract. The Purchaser confirms by posting the order that he has become familiar with these OPs and that he expressly agrees with them, in the version valid and effective at the time of sending the order. The contract and the OP are prepared in Czech or English.
3. The OP may change or add the seller. The buyer is the change effective at the moment of delivery of the current business terms to the buyer. If the buyer fails to notify the seller in writing within 30 days of the delivery of the current business terms, this shall be deemed to be in accordance with the new wording of the terms and conditions. This provision is without prejudice to rights and obligations arising during the period of validity of the previous terms of business terms.

II.

A conclusion of the contract

1. The buyer is entitled to ask the seller for the subject of performance. On the basis of the Buyer's Purchase Order, the Seller prepares a cost calculation which is a proposal for the conclusion of the contract. The contract is concluded when the buyer accepts this proposal by attaching his signature and delivers the accepted proposal to the seller. Adoption of an offer with an addendum or a deviation is excluded.
2. The contract is concluded at the moment of the written delivery (by post or e-mail) of the contract signed by the buyer to the seller.
3. The Buyer is obliged to confirm or reject this proposal within 3 working days of delivery of the proposal for the conclusion of the Purchase Contract, and to inform the Seller thereof. If the buyer does not accept a proposal to conclude a contract within 7 working days at the latest, it is considered that the buyer does not accept this proposal and rejects the offer.
4. The contract and any agreed upon terms may be altered or canceled only by agreement of the parties or for legitimate reasons

III.

Object of the contract

1. The subject of a contract concluded between the seller and the buyer is always the delivery of goods or services (hereinafter referred to as "deliveries" or "goods") defined in the purchase agreement at the agreed times when the seller commits to deliver the goods to the buyer in the quantity and quality specified in the contract; the buyer undertakes to pay the purchase price for these goods.

IV.

Price and payment terms

1. The buyer is obliged to pay the purchase price in due and timely manner, which is determined according to the unit prices stated in the seller's price valid at the time of ordering the goods, unless otherwise agreed by the contracting parties, with VAT added at the statutory rate. The actual unit price for each item is communicated to the buyer at the latest at the time of placing the order and is confirmed in the sales contract. The total purchase price is the product of the quantity of goods actually delivered as shown in the delivery note and the unit prices stated in the sales contract. It is the purchaser's duty to acquaint himself with the valid price list of the seller.

2. The purchase price remains in effect for the duration of the offer for the conclusion of the purchase contract. The purchase price is valid at a stable CZK exchange rate against freely convertible currencies. If the course moves by more than 3%, the seller reserves the right to reflect the movement of the exchange rate on the purchase price.
3. The seller is entitled to claim the buyer's advance on the purchase price, based on the pro forma invoice issued by the seller. Upon payment for the invoice form, the buyer's order to the seller is immediately dealt with. The seller is not obliged to pay before paying the deposit by the buyer.
4. Unless otherwise agreed, in the case of cash payment or, in the case of cash on delivery, the purchase price and any costs associated with the delivery of goods payable upon receipt of the goods. Unless otherwise agreed, in the case of non-cash payment, the price of the goods and any costs associated with the delivery of goods payable within 14 days of the delivery of the goods. In the case of a non-cash payment, the buyer is required to indicate the payment together with the variable payment symbol.
5. The purchase price under the contract shall be paid to the buyer by the seller on the basis of an invoice issued by the seller, always on the due date stated on the invoice in the form of a non-cash transfer to the seller's bank account specified in the contract or in cash.
6. Invoice - the tax document shall contain, inter alia, the following information: identification of the seller and buyer, specification of the type and number of goods, date of issuance of the document, purchase date, purchase price and signature of the authorized person for the seller. The seller is a taxpayer of value added tax.
7. Buyer's obligation to pay the seller the purchase price in accordance with the contract and these OPs is met in the case of cash payment on the day of receipt of the relevant amount by the seller and in case of non-cash transfer on the day of crediting the respective amount to the bank account of the seller.
8. Invoice - The tax document will be delivered to the buyer by the buyer in PDF format by e-mail to the email address specified in the contract and is received by the date of sending such an email. In the event of any discrepancy, the Buyer will electronically send the invoice back to the Seller together with information on the nature of the lack of the tax document and the request for a new, corrected tax document.
9. The right to ownership of the goods is transferred to the buyer only after payment of the purchase price or other claims of the seller resulting from the contract and these OPs, but the risk of damage to the item passes to the buyer by taking over the goods, the same result if the buyer does not accept the subject of the transaction the seller has allowed him to dispose of the subject matter.
10. All deliveries received by the buyer are counted first at default interest, then at the purchase price, and then on consideration for extended maturity, unless otherwise agreed by the parties.
11. The Buyer is not entitled to unilaterally offset the receivable he has for the Seller from any title without the Seller's prior written consent. Such offsetting would be ineffective against the seller.

V.

Delivery terms and delivery terms, transfer of risk of damage to goods

1. Unless otherwise agreed, the place of performance shall be the place of business of the seller. If the place of performance is the place of the seller's place of business, the costs will be borne by the buyer. If the mode of transport is agreed upon by a buyer's special request, the buyer bears the risk and any additional costs associated with this mode of transport.
2. The Seller is obliged to deliver the goods within the term agreed upon by the contract. The seller is entitled to deliver the goods before or in part, but is obliged to inform the buyer thereof within a reasonable time in advance.
3. The buyer is obliged to take over the partial deliveries of the subject of the performance, if this is possible due to its nature. In case the buyer refuses to take over the properly delivered item of performance, he is obliged to pay the seller all the costs incurred by him for the given business case (ie mainly postage, packing, the cost of returning the item, etc.).
4. Goods shall be delivered at the moment when the buyer takes over the goods at the place of business or the seller's premises, unless otherwise agreed by the parties. If the goods are to be transported, the goods will be handed over to the purchaser at the time the goods are handed over to the first carrier for carriage.
5. The buyer is obliged to acknowledge the delivery note upon receipt of the goods, confirming receipt of the goods in the quality and quantity specified there. If the purchaser does not acknowledge receipt of the delivery note and the goods are accepted, the goods shall be duly delivered.
6. The risk of damage to the goods passes to the buyer at the moment of delivery to the buyer. Danger of damage to goods also passes over to the buyer if the buyer does not take delivery of the goods even though the goods are ready for delivery by the seller or have been allowed to dispose of the goods.

The seller is not responsible for damage to the goods resulting from his transport. Upon receipt of the goods from the transporter, the buyer is required to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier without undue delay. In the event of a violation of the package indicating unauthorized entry into the consignment,

Buyer does not need to take over the consignment from the carrier. By signing the delivery note, the buyer confirms that the packaging of the consignment containing the goods was intact.

7. Damage to goods resulting from the passing of the risk of damage to the goods to the buyer shall not affect its obligation to pay the agreed price, unless it causes damage to the seller by breaching its obligation.

8. If the buyer has unpaid financial obligations (invoices) at the seller's expense, the seller is entitled to suspend further deliveries until the purchaser has fully settled the obligations, even in the case of previously agreed deliveries. During this time, the Seller is not in default of fulfilling its obligations. The buyer's delay in paying the price of the goods is extended by the date of delivery of suspended deliveries.

VI.

Quality of goods, application of defects

1. Liability for defects is governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code.

2. The Seller is obliged to deliver the goods in the required quantity, quality, packaging and execution within the specified delivery dates. The seller declares that the goods meet all technical, legal, safety and other standards and complies with all generally binding legal regulations.

3. The goods are defective if the characteristics specified by the contract or property are not customary.

4. Buyer is obliged to view the goods as soon as possible after the risk of damage to the goods has passed. In the case of a personal takeover of the goods, the buyer is obliged to view the goods immediately upon its receipt. If the goods are found to be defective, they shall immediately notify the seller of the defect found at the place of purchase of the goods. Upon delivery of the goods to the purchaser through the carrier, the buyer shall be entitled to claim the defects of the quantity and type of the goods sold at the latest within three working days of the delivery of the goods by the carrier. The Buyer shall be entitled to claim the defects within the specified time in writing to the Seller and must state the manner in which the defect is manifested and which claim for defect is required by the Purchaser.

5. The Seller shall give notice of the defect within 30 days to the buyer's notice of the defect within thirty days of receipt of the notification.

6. If the buyer fails to notify the purchaser of the defect in good time, the court shall not acknowledge the rights of the defective performance.

7. As long as the buyer does not exercise the right to a discount or withdraws from the contract, the seller may deliver what is missing or remove the legal defect. Other defects may be removed by the seller by his / her choice by repairing the item or by supplying the missing item.

VII.

Further sale of goods

1. The buyer is authorized to sell the goods he has purchased from the seller to other entities (business partners), but only in his own name and on his account.

2. Goods which do not come from the seller under a contract may not be linked by the buyer to the person of the seller.

VIII.

Duration of the contract and its termination

1. The seller may suspend the delivery of the goods if:

a) the buyer does not properly fulfill the obligations stipulated by the contract and these OPs, in particular it is in delay with the payment of the purchase price or other payment according to the contract and OP,

(b) there is an obstacle on the part of the vendor which renders impossible the delivery of the goods provided for in the contract and which the seller could not reasonably foresee before the conclusion of the contract.

2. The Seller shall be entitled to withdraw from the Contract or to withdraw its parts without further delay in the cases provided for by law, as well as in the event that:

- a. the buyer does not properly fulfill the obligations set out in the contract or these OPs, in particular it is in arrears with the payment of the purchase price or other payments under the contract or OP, lasting more than 14, by fourteen,
 - b. the bankruptcy of the buyer's assets has been declared, the reorganization has been approved, or any other form of insolvency proceedings has been commenced or the buyer has entered into liquidation or lost the business authorization necessary for the performance of the contract, according to the applicable regulations, or commenced operations indicating the commencement of any forms of insolvency proceedings or liquidation. The buyer is obliged to immediately inform the seller about the fact,
 - c. the buyer is in delay with the takeover of the goods for more than 14 days, in the words of fourteen, days.
3. Withdrawal from the contract must be in writing and must be delivered to the other party and effective on the date of delivery to the other. Withdrawal from the contract shall not affect the right to payment of a contractual penalty, interest on late payment or, where applicable, damages, nor any arrangement which, by virtue of its nature, is binding upon the parties even after withdrawal, in particular, arrangements for the settlement of disputes. Withdrawal from the contract or termination of rights and obligations resulting from the contract shall not give rise to any obligation on the Contracting Parties to repay the repayment of the contractual penalties or default interest to which the parties were entitled during the term of the contract.

IX.

Breach of contractual obligations and its consequences

1. In the event of a buyer defaulting to pay the purchase price or its advance, if required, the Buyer shall pay default interest to the Seller in the amount of 0.05% of the amount due for each commencement of the day of delay. Default interest is payable on the last day of the calendar month in which the buyer's default occurred or, eventually, occurred.
2. In the case of a buyer's default with the payment of the purchase price or an advance of more than 30, thirty days, they become 31. In the words of the thirty-first day, all outstanding receivables of the seller for the buyer become payable.
3. If the buyer becomes insolvent, ie has more than one (at least two) creditors, the pecuniary liabilities exceed 30 days after the maturity date and is unable to fulfill those obligations, all outstanding receivables of the seller for the buyer due on the day when the seller became aware of this insolvency. In this case, the seller is entitled to withdraw from the contract.
4. In the event of a buyer defaulting to pay the purchase price or an advance of more than 10, in ten days, the seller is entitled to stop deliveries immediately, even in the case of previously concluded contracts. Failure to deliver under the preceding sentence is not a breach of contract, and the seller is not liable for any damages caused thereby. The period of delay of payment of the purchase price or its advance is automatically extended by the delivery date of the delivered goods.
5. In the event of a Buyer's delay in taking over the Goods, the Seller shall ask the Buyer to collect the Goods. At the same time, the buyer is required to pay the seller a deposit of 0.1% of the value of the goods not taken for each commenced day of delay, up to 100% of the price of the goods. The seller's claim for damages is not thereby affected.

X.

Choice of law and dispute resolution

1. The parties agree that all disputes will be settled in accordance with the provisions of Section 89a of Act No. 99/1963 Coll., The Code of Civil Procedure, in the current wording, so that the local court will be the competent court of the place of jurisdiction of the seller

XI.

Delivery

1. Unless otherwise agreed, all correspondence relating to the contract shall be delivered to the other party in written form, either by electronic mail, in person or by registered mail through the postal service provider (at the option of the sender). The buyer is delivered to the address specified in the contract or order.
2. Unless specified otherwise in a particular agreement, the document shall be deemed to have been served on the 3rd day after dispatch, in the case of delivery of the document or refusal to accept the document, upon delivery through the postal license holder, courier and in person. When delivering by e-mail, the document is deemed to have been delivered by sending it to an e-mail address. Documents are sent to the e-mail address specified in the contract, or to other addresses communicated to the other party.

XII.

Other and final provisions

1. The Contracting Parties are obliged to cooperate with each other for the fulfillment of the contract and to proceed with caution in accordance with their legitimate interests. They are obliged to inform each other of all important circumstances concerning the implementation of the contract and, at the request of the other party, to provide an explanation without delay. Both Parties are required to proceed in their normal capacity to minimize any damages, losses or risks arising from performance-related activities or the use of products. Each of the parties will consistently ensure that the confidentiality of commercial information that has arisen between them as a result of the performance of this Agreement has been respected.
2. The Buyer is obliged to notify the Seller of any changes in his business authorization, tax obligations (in particular the change of VAT and Tax Administrator), his current account and bank connection and the occurrence of insolvency.
3. The Agreement is binding in its entirety on the legal successors of the Contracting Parties or on any other third person (assignee). Seller is entitled to assign to any third party (assignor) any claim arising out of this contract and / or any claim against the buyer arising from this contract to the rights in favor of third parties, whether by pledge or by the right of retention, etc. The Buyer is not entitled to transfer rights and obligations arising from the contract to another entity without the prior written consent of the seller.
4. If, for any reason, any provision of the agreement or these OPs becomes invalid or unenforceable, the invalidity or unenforceability of such agreement will not affect the validity and effectiveness of the remaining arrangements unless, by reason of the nature of the agreement or its contents, invalid or unenforceable arrangements can not be separated from other content of the contract. If any provision of this Agreement becomes invalid or unenforceable, the Parties shall enter into negotiations with a view to re-establishing the relationship so as to preserve the original intent of the Contract.
5. The legal relations with the contract or these OPs not expressly regulated shall be governed by the valid legal regulations of the Czech Republic, in particular the provisions of Act No. 89/2012 Coll., The Civil Code, as amended, and other related regulations.
6. The Contract may only be amended by written amendments, signed by the authorized representatives of the Contracting Parties.
7. These Business Terms and Conditions replace all prior agreements between the Seller and the Buyer, whether written or oral, unless otherwise stated.
8. These Terms and Conditions become effective on March 20th, 2019 and replace the business terms previously issued.