

General terms & conditions of ŽĎAS, a.s. for Procurement, valid from January 1st, 2014.

These General terms & conditions (hereinafter referred to as GTC-P) of ŽĎAS, a.s. based in Zďár nad Sázavou Strojirenská 6, ID No. 46347160, registered in the commercial register of the Regional Court in Brno, section b, insert 776, regulate contractual relations when concluding purchase contracts for the supply of goods.

GTC-P further specifies and defines the rights and obligations of the seller and buyer, the procedure for the conclusion of contracts and also determines the part of the contents of individual offers – Proposal of buyer's purchase contract (hereinafter referred to as PPC), where the basic terms should be stated – the subject of the contract, performance period, price. GTC-P are the part of PPC according to section 2079 et seq. of the Civil Code (Act No. 89/2012 Coll.) and are binding for both contracting parties. The provisions of purchase framework contracts take precedence over these GTC-P. Relations that are not further regulated in these GTC-P are governed by the relevant law regulations No. 89/2012 Coll. of the Civil Code.

1. Pre-contractual negotiations:

1.1 All pre-contractual negotiations (queries, requests for technical solutions, price, deadlines, calls for selection procedure, seller's offers etc.) are for buyer's options and do not bind him to conclude the purchase contract. All these activities (data transfer, solutions, consultations, attendance etc.) are provided for free. According to section 1728-1729 of the Civil law, pre-contractual responsibility for the conclusion of contracts is excluded.

2. Establishment and modifications of contract:

2.1 By the purchase contract, the seller undertakes to deliver to the buyer the item which is the subject of the purchase and enables him to acquire the ownership of it. The buyer undertakes to take the delivery and to pay the purchase price to the seller.

2.2 The valid contract with all legal effects will be concluded by the seller's acceptance of PPC for the conclusion of the purchase contract. Acceptance of PPC with an irrelevant amendment or deviation according to the section 1740, article 3 of the Civil Code (Act No. 89/2012 Coll.) is excluded.

2.3 The seller will confirm the buyer's PPC for the conclusion of the contract and will send it to the buyer's residence within the deadline specified in the proposal. They are obliged to conclude the contract only in written form. Fax or email can be also considered as a written form on condition that it is clear who signed the contract for the seller or the buyer.

2.4 If the seller does not accept PPC within the deadlines mentioned above, the purchase contract will not be established. The same legal consequences apply for the case when the seller modifies the PPC and the buyer will not sign it within 30 calendar days from delivery of the seller's counterclaim. When concluding the contracts, the procedure proceeds according to section 1736 to 1744 of the Civil Code.

2.5 The price or the way of price determination must be agreed in the purchase contract.

2.6 All modifications and amendments of the purchase contract must have a written form and must be signed by both contracting parties. A scanned document sent by email is also considered as a written form.

2.7 If the circumstances change after the conclusion of the contract and when this change results in a "particularly gross imbalance" which causes a disadvantage to one of them by an excessive increase in performance costs or the excessive decrease in subject performance value, the concerned party is entitled to ask for the renewal of the contract negotiation, if they prove that the change could not be reasonably supposed or influenced and that the situation only occurred after the conclusion of the contract or it became known only after the conclusion of the contract. The application of this right does not entitle the concerned party to postpone the performance. If the parties do not agree within the appropriate time, the competent court may decide on the basis of the suit.

3. Warranty

3.1 The warranty period of the purchased item is 24 months from entering into service, and a maximum of 36 months from the purchase of delivered goods.

3.2 The responsibility for defects is governed by the relevant provisions of the Civil Code. If there was a relevant or irrelevant breach of contract, it is the criteria for applying the claim. The buyer is obliged to check the item immediately after the takeover and to notify the seller in writing about any obvious defect that has been found.

3.3 Compensation of damages is governed by the relevant provisions of the Civil Code.

3.4 For goods under Act No. 22/1997 Coll. the supplier will state in the purchase contract (on the invoice) whether the ES declaration of conformity, according to the requirement of Act No. 22/1997 Coll. and its implementing provisions, is issued.

3.5 The seller is obliged to respond to the reported complaint of the end-user of the device no later than the first following business day unless it is agreed otherwise. The representative of the purchaser or the end-user of the device can report the complaint to the supplier by phone or in writing. The seller is obliged to handle the complaint as soon as possible. He also informs the representative of the purchaser about the progress and the manner of the complaint.

4. Performance of the contract:

4.1. The seller is obliged to deliver the accompanying documents to the purchaser within such time that allows him to properly take over the goods according to the purchase contract. The PPC number must be stated on all documents (delivery, packing and lading bill, invoice). The subject of the purchase is delivered in the requested quality and quantity.

4.2. When the seller delivers a greater number of goods than has been agreed, the purchase contract is also concluded for an excessive amount unless the buyer has not rejected it without undue delay.

4.3. The buyer is not obliged to pay the purchase price unless he has the opportunity to inspect the item sold (goods). This does not apply to a delivery which excludes the possibility of item inspection.

4.4 The transfer of ownership right occurs when the item is delivered.

4.5 Packages which are marked by the seller as being returnable according to the contract, invoice or other accompanying documents are charged by the seller as a separate item together with the purchased goods. If these packages are returned to the seller's warehouse, registered office or the designated place within 12 months from the date of dispatch of the goods with the billing document, the seller is obliged to accept them and to return the price paid for the goods to the purchaser's account within 30 calendar days.

4.6 The payment document is a tax document (hereinafter referred to as the invoice), the due date of the invoice is 60 days, unless the parties of the contract agreed otherwise. The right to invoice the agreed purchase price is valid from the time of obligation fulfilment, that is, the moment when the seller delivers the goods to the purchaser.

4.7. The purchaser is entitled to perform the reimbursement of VAT on the account of the relevant tax office if the seller becomes an unreliable payer on the day of the taxable transaction or he states a bank account which is kept outside the country or a bank account which is not published by the tax administrator. The purchaser will notify the seller in writing about the payment.

5 Contractual penalties, default interest and compensations of damages:

5.1 When the purchaser is in delay with the payment of the invoice, the seller is entitled to demand the payment of a contractual penalty for each day of delay in the amount of 0.03% of the invoice price including VAT. The maximum amount of the contractual penalty cannot exceed 5% of the invoice price including VAT.

5.2 The purchaser is entitled to demand a contractual penalty for delivery delay and non-compliance of the agreed performance time in the amount of 0.05% for each day of delay from the price agreed including VAT. This provision does not affect the purchaser's right to the compensation of damages to the seller. The contractual penalty may also be applied by deduction from the purchased price unless agreed otherwise.

6. Other arrangements:

6.1 The seller is obliged to inform the purchaser immediately about any possible delays in goods delivery. The seller can only refer to exceeding the deadline in the event of force majeure, if he informed the purchaser about these facts.

6.2. The seller is obliged to inform the purchaser immediately about any change of technology, changes in decisive parameters, a transfer of production and other relevant facts significantly affecting the delivery conditions, payment conditions and other circumstances of this purchase contract.

6.3. It is possible to deliver the received PPC or other documents via mail and the day of delivery is considered to be the third calendar day from the transport submission. Personal delivery must be delivered to the responsible worker who is obliged to issue a receipt about the receiving of the document. When sending by fax, the party is obliged to deliver the original in 3 calendar days.

6.4 For supplies of steel scrap: The supplies must be documented by a certificate of non-explosiveness and absence of radioactivity. Steel scrap must not contain any iron casts. In the event of non-compliance, the buyer has the right to complain. We request the tilting equipment when filling the trucks. Receiving of goods in car deliveries is only on working days from 6:30 am to 1:00 pm. Notify the deliveries!

6.5 The contracting parties consider price and budget data, the content of the contract including the amendments and other information that one of the parties will mark in writing as confidential. The contracting parties do not have the right to share confidential information to other subjects.

6.6. In the case of framework contracts valid for a period of at least 1 year, unless stated otherwise, the contracting parties are entitled to terminate this contract in writing without giving any reason before the commencement of the performance. The effects of the termination occur on the day of delivery to the second party unless another period of notice has been agreed in the framework contract.

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