

GENERAL SALES AND DELIVERY CONDITIONS company FGH plus, s.r.o. – address: 8. Května 2789/33, 787 01 ŠUMPERK

1. General

These General sales and delivery conditions apply in full scale, if it would not be agreed between buyer and seller other way in contract of purchase. Modifications, supplements and amendments of these conditions and contract of purchase require written agreement of both sides, they are invalid otherwise.

2. Packaging

If it is not agreed pronouncedly other way, goods will be packaged by beaten track to be avoided damage of goods during transportation to the place of destination.

3. Prices

If it is not agreed other way, purchase price is understood as being “ex-works” (EX WORKS, INCOTERMS 2000), with common package, without transportation costs and insurance. Price is understood short price without value added tax.

Offers, price lists and preliminary price dates are informative.

4. Deliveries

Seller is obliged to deliver goods in term noted in the contract of purchase. If delivery of goods in terms of the contract is forbidden due to unpredictable circumstances which seller could not forecast before contraction or affect: for instance havoc, strike, leak of raw materials, energy, delay or non-delivery of raw materials from suppliers or additional changes of make of products made on request of customer, term of delivery in agreed contract, is prolonged on term pertinent to circumstances for which it was not possible fulfil in former agreed term.

Non-performance of delivery term could not be considered as consequential infraction of treaty.

Seller is entitled to deliver goods in partial deliveries, in some case before given delivery term. If buyer has delay in terms of payment of any preceding delivery, delivery term is prolonged minimal by term, by which was buyer in delay with payment of his pledge and seller is not obliged to deliver to buyer during this period.

5. Transportation

If there is not agreed other way, buyer himself ensure transportation of contract goods on his account and risk. By seller goods sent of is on the account and risk of buyer. Danger of damage and non-delivery passes to buyer at the moment of undertaking of goods to the freight forwarder from the stock of the seller, also in case when in delivery terms is noted “prepaid to the destination” (CPT, CIP – INCOTERMS).

Seller ensures insurance of goods on the basis of written agreement in the contract of purchase only.

6. Payment

In absence of other payment term agreed with seller, purchase price is mature short price until two weeks after delivery of goods to the buyer.

Payment is considered executed, if paid amount is scored up to account of the seller in full height by his bank to his free disposal. There is a bank condition, which is necessary to provide on the bank documents: OUR.

7. Ownership right to goods

Goods delivered by seller remains in possession of seller to the full payment of the purchase price.

8. Reclamation

Danger of damage of goods passes to the buyer at the moment of goods handover to the buyer or to the freight forwarder. Buyer is obliged to check goods as soon as possible after its undertaking. As far as damage of outer package is visible or checking during undertaking is not allowed there is necessary to undertake goods with "reserve" and to note it to delivery bill of freight forwarder. Later reclamations by reason of damage of goods during transportation are not acceptable. In the case of ascertainment of defective goods by reason of quality, buyer is obliged to give notice in writing about ascertained defects; by apparent defects he gives it in term of 15 days from the date of delivery fulfilment by seller, by latent defects this term is 2 month. Seller may compensate the goods or let to repair it or to give adequate discount. Missing goods will be supplied if it is possible and pragmatic or buyer will receive credit note.

9. Cancellation of agreement and storage

If the goods reported to buyer that is ready to dispatch is not withdrew, seller is rightful to store goods by suitable manner after seven days at expenses of buyer and store expenses to account for buyer. If the buyer would not withdraw goods after one month from call appeal for withdraw, seller is rightful dispose of goods according his discretion without agreement of buyer. Seller is rightful require compensation of loss and expenses, which arise such way.

10. Solving of disputes

Contracting parties profess to solve eventually disputes by discussion at first. In case when settlement does not occur, any participant can put in the matter to court for its adjudication. Matter will be solved at Court of Czech Republic and according to Czech Republic law.

11. Technical dates, details, moulds

Technical details, drawings, moulds, samples have confidential character and remain in possession of seller, as well as protecting copyright law. Buyer can use them with agreement of seller only.

The buyer is responsible for all the materials he delivers to the seller for the purpose of fulfilling the purchase contract and delivery of the goods (eg drawings, models, patterns, logos, brands, etc.). In particular, the Buyer undertakes and agrees that (i) the Seller is entitled to use such materials to the extent necessary to fulfill the Seller's obligations under the Purchase Contract and (ii) the use of the materials by the Seller does not unduly interfere with the intellectual property rights of third parties.

The Buyer will compensate the Seller for any damage (including, but not limited to, legal costs) incurred by the Seller as a result of a violation of this Article by the Buyer.

intangible industrial rights of the third parties do not be harmed by their production and delivery, eventually buyer will compensate incurred losses to seller.

12. Technical parameters of products

Concrete technical parameters of products are expressed by one of these forms:

- a) catalogue of products produced according to mentioned technical standards
- b) technical acceptance terms of products according to production drawings SV
- c) agreed production drawings or agreed reference samples only

13. Miscellaneous

Draft agreement undertaken to buyer for his confirmation is valid for fourteen days from the day of its making out. After the lapse of this term it becomes invalid.

FGH plus, s.r.o.

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