

GENERAL PURCHASE CONDITIONS

1. These general purchase conditions (hereinafter 'GPC') apply between Letoplast sro with registered office at Prazska 258, 67961 Letovice, Czech Republic (hereinafter 'Buyer') on the one hand, and any supplier of products and / or services (hereinafter 'Supplier') ordered by the Buyer on the other hand.
2. These GPC apply to any order or contract concluded between the Buyer and the Supplier (hereinafter "Contract"), the purpose of which is the delivery of goods and / or services (hereinafter "Delivery").
3. By accepting / entering into a Contract , the Supplier agrees to these GPC without any reservation. These GPC exclude the Supplier's own terms and conditions, even if sent to the Buyer.
4. Any Delivery that is not according Purchase Order will not be accepted by the Buyer.
5. The Supplier undertakes to place an acceptance confirmation of each Purchase Order without any reservation or modification, in the possession of the Buyer within a period not exceeding 5 working days. In the absence of this, the Supplier is deemed to agree at least tacitly with the specifications stated on the Purchase Order.
6. In addition, each Delivery must be accompanied by a shipping note stating the full Purchase Order number, as well as the balance still to be delivered.
7. The deadlines, delivery places, days and / or hours specified in the Contract and / or the Purchase Order are essential elements for the Buyer. If these delivery terms are not fulfilled fully, the Buyer will be able to recover all damage resulting from this (including all consequential damage, lost profit , additional costs like linestops at OEM and/or customer of Buyer), from the Supplier without any reminder or notice of default.
8. Without prejudice to the provisions of article 7, by the mere expiration of the delivery period and without the need for prior notice, at the option of the Buyer: a. Either the Delivery will be canceled b. or a penalty of 5% for each week of delay on the total price of the Contract, which will be legally deductible from the amount payable by the Buyer.
9. The Supplier guarantees a Delivery, free of any visible and / or hidden defect that strictly complies with the specifications of the Contract, in particular the use for which the Buyer intends that Delivery as well as the applicable legal, regulatory or customary standards. The mere receipt of a Delivery in no way implies acceptance and / or approval thereof by the Buyer. The acceptance and / or approval can only be the result of a thorough inspection.
10. Any late, defective, non-conforming or incomplete Delivery may be refused by the Buyer at any time. The refused Delivery will remain in the premises of the Buyer for a maximum period of 15 days pending its take back by the Supplier, if not taken back with this period it will be destroyed at the expense and risk of the Supplier.
11. The Supplier also undertakes to defend the Buyer and to hold him harmless against any conviction that may be made against the Buyer for violation of intellectual and / or industrial property rights and / or fair trade practices in connection with the performance of the Contract.
12. In the event of non-compliance with the aforementioned obligations regarding Delivery, conformity and warranty by the Supplier, the Buyer will have the right, without prior notice or procedure, to terminate or cancel the Contract either in full or only for the amount performed, poorly performed and / or part still to be performed. The Buyer also has the right, in its sole discretion, to require the Supplier's replacement free of charge within the shortest term of the Delivery, without prejudice to the right to claim compensation for any damage suffered. In addition, the Buyer will have the right to order from a third party at the expense of the Supplier to repay the additional costs.
13. No stipulation that restricts / excludes the obligations of the Supplier with regard to delivery modalities, conformity and guarantee, nor any compensation amount, can be invoked by the Supplier.
14. In the absence of Incoterms or provisions to the contrary in the specifications of the Contract, the transfer of ownership and risks to the Buyer will only take place at the time of the complaint Delivery at the designated place, if necessary after unloading, even if the Buyer pays the transport and / or insurance costs. Any reference to the Incoterms in the Contract refers to the Incoterms of the International Chamber of Commerce in effect on the date of the Contract.
15. The Supplier is obliged to send the invoice in two (2) copies to the address stated by the Buyer, stating therein the reference of the Contract to which it relates.