

General Purchasing Conditions

1 Order

- 1.1 Ordering ITS BENDA s.r.o. applies exclusively to those purchasing conditions. Any deviation from these conditions can only be done in order or written agreement between the parties. Terms and conditions of the seller this order is not applicable; rejecting those Purchasing conditions of the seller makes an order ITS BENDA s.r.o. invalid.
- 1.2 Order ITS BENDA s.r.o. it is binding only if it is sent to the seller in writing (eg. fax, e-mail).
- 1.3 Orders must be confirmed in writing by the seller ITS BENDA s.r.o. within three days of receipt, otherwise the order deemed not accepted. ITS BENDA s.r.o. reserves the right to cancel the order at any time prior to the receipt of confirmation.
- 1.4 Changes in the order made by the seller are only valid if they are confirmed in writing ITS BENDA s.r.o.

2 Terms of delivery

- 2.1 Seller shall deliver the goods at the time of delivery or the delivery date to the place of delivery specified in the order. The delivery period runs from the date copy of the order. Goods will be delivered on the working day from 7:00 to 15:00 unless otherwise agreed.
- 2.2 Late delivery of goods has resulted in the cancellation of the purchase contract, if ITS BENDA s.r.o. in writing, the delivery date or delivery period shall not extend. Partial performance is possible only with the written consent ITS BENDA s.r.o.
- 2.3 Early performance is possible only with the consent of ITS BENDA s.r.o. All legal consequences in any case governed by the agreed deadline (deadline for payment, warranty, etc.).
- 2.4 Seller shall deliver the goods at his own expense and risk to the place of delivery.
- 2.5 Goods must match the Czech Republic applicable general and specific laws and regulations, eg. On the protection of workers, protection of the environment. In particular, it must always deliver the latest valid technical version. Seller agrees that it will also comply with the regulations for the transport of dangerous goods and on hazardous waste as well as special regulations for storage and operation, and that the ITS BENDA s.r.o. timely inform about them.
- 2.6 Seller packaged, labeled, and the goods for carriage in the usual manner and in accordance with the laws of the country. Seller obliged at his own expense and disposed of the packaging in accordance with the relevant legislation.
- 2.7 Seller attaches to supply delivery note with all the data from the order, such as order number, part number, precise identification of the goods item orders.
- 2.8 Regulations and instructions must be submitted in duplicate in the Czech language.

3 The price of goods, payment terms

- 3.1 The price shall be a fixed, including all costs excluding VAT for payment 30 days from the receipt of the invoice. Seller will provide a discount of 3% for payment within 15 days of receipt of the invoice.
- 3.2 The invoice maturity is observed if the ITS BENDA s.r.o. within submits an order to transfer money or pay in cash. Place of performance for payment is the seat of ITS BENDA s.r.o.
- 3.3 The invoice must contain all the statutory requirements for a tax receipt, order number, all data on goods items according to the order (quantity, weight, quantity) with the relevant price and total price of goods in full and after discount (3.1) otherwise ITS BENDA s.r.o. entitled to return the invoice. Seller shall send the invoice in duplicate to the address ITS BENDA s.r.o. specified in the order, or e-mailed to the address p.skupienova@itsbenda.cz.

4 Defects of goods, quality guarantee

- 4.1 Seller provides a guarantee for the quality of goods of at least two years (in the case of longer legal or contractual deadlines after this time). Seller is responsible for the design, construction, utility and equipment manufacturing goods conform to the latest state of science and the technique that was used only convenient and first-class material, and that the subject of the order is suitable for the intended use.
- 4.2 ITS BENDA s.r.o. He is entitled to claim defects of the goods at any time during the warranty period and has the option of choosing claim resulting from defects.
- 4.3 Seller shall be responsible for ensuring that the goods have no legal defects. In case of violation of foreign laws in connection with the goods ordered, the seller is obliged to do everything necessary to ITS BENDA s.r.o. He sued or suffer damage. Seller shall pay any damages.
- 4.4 The warranty period begins on receipt of goods by the customer ITS BENDA s.r.o. After removing the claimed defects begins on defect new guarantee period. If there is a dispute between the parties, whether it is a warranty defect, the seller is committed to own expense until clarification as to whether a warranty defect, at least temporarily remove existing defects.

5 Contractual penalties, termination

- 5.1 If the seller is in default with the performance of the contract is required to pay a penalty of 0.5% of the price of goods for each day of delay. The payment of the penalty does not affect the right to compensation, which is paid separately and independently of the contractual penalty.
- 5.2 The seller is obliged to take all measures to prevent damage and inform ITS BENDA s.r.o. of impending danger. Seller is fully responsible for all damages that the seller directly or indirectly incurred in connection with the goods and its use.
- 5.3 In the event of an impending bankruptcy or if the court has decided on the bankruptcy of the seller or if a bankruptcy petition dismissed for insufficient assets of the seller or contractor enters dolikvidace or change in the ownership structure sellers ITS BENDA s.r.o. entitled to rescind the contract. Legal consequences in this case are the same as for withdrawal from the contract due to a substantial breach of contract.

6 Reservation of ownership, transfer

- 6.1 All deliveries seller shall be made without reservation of ownership or rights of third parties. Such concerns are even without explicit objection ITS BENDA s.r.o. ineffective.
- 6.2 Receivables seller for ITS BENDA s.r.o. by virtue of that contractual relationship that may be assigned only with the express prior written consent of ITS BENDA s.r.o.
- 6.3 Seller shall not, without the express consent of ITS BENDA s.r.o. transfer its contractual rights and obligations to third parties.

7 General provisions

- 7.1 The seller is obliged to notify a change of address without delay and by registered letter. Up to the time of notification, the new address is valid statement sent to the old address to be delivered.
- 7.2 If or when it has become one of the provisions of this agreement will be ineffective or if the contract is incomplete, remains unaffected by other content. The ineffective provision will be replaced by a provision, which legally and effectively closest to the meaning and purpose of the invalid provision. In the same way, they will fill gaps in the contract.
- 7.3 Any dispute arising out of this contract, shall be resolved by the materially and locally competent court in F-M.
- 7.4 These General Purchasing Conditions shall apply mutatis mutandis to legal relationships which are governed by the provisions valid for the contract for work (§536 to 565 of the Commercial Code). In this case, the seller in the text of the order and these General Conditions means the seller.
- 7.5 This contract shall be exclusively governed by Czech law.