

Purchasing Terms and Conditions of company Decoleta, a.s.

1. These Terms and Conditions stipulate part of content of every contract between a customer and supplier, according to which the supplier undertakes to handover the goods to the customer and to enable it to acquire ownership rights to these goods and at the same time the customer undertakes to take over the delivered goods and pay for them the agreed price to the supplier (hereinafter referred to as the "contract"). The customer is deemed to be company **Decoleta, a.s.**, with the registered office at Praha 1, Nový Svět 89/4, Postal Code: 118 00, company identification No. 27725103, incorporated in the Companies Register kept by the Regional Court in Brno, Section B, File 4870.
Operation: Jihlava, Hruškové Dvory 58, PSČ 586 01
2. All legal acts relating to the contract must be in writing. For every contract concluded between the supplier and the customer the following shall be excluded: a) possibility to conclude, change or amend the contract orally, tacitly or by factual act (i.e. solely by the contracting party acting in certain manner without any legal reason for that), b) possibility to accept offer with any supplement, reservation or deviation, c) possibility to assign the contract or a part thereof, as well as d) possibility to change unilaterally or amend unilaterally content of the contract. Silence, inactivity (e.g. not raising a protest) or omission does not cause legal consequences and may not be interpreted as waiver of right, remission of a debt, consent or acceptance (e.g. of goods or offer), unless it arises from content of the already concluded contract otherwise. Waiver of any right of the customer must be carried out in writing to cause legal effects.
3. The goods are deemed to be all movables, services or pieces of work specified in detail in legal title (in particular in order) always including appurtenances and parts, licenses and all related property rights, rights in rem, intangible rights, industrial or intellectual property rights. The supplier declares that:
 - a) it is fully entitled to dispose of the goods without any restrictions and to transfer ownership and property rights relating to the goods to the customer,
 - b) it is with regard to specialized nature of the goods in the sense of law a professionally competent person and that it is able and prepared to fulfill its obligations as a professional,
 - c) the goods have not been transferred to/or burdened in favor of other person yet,
 - d) the goods are not burdened with any factual or legal defects, debts, duties (e.g. taxes), rights of lien, preemptive rights, lease rights or other securities or burdens,
 - e) the goods are not subject of any execution, court, insolvency, arbitration or any proceedings,
 - f) the goods meet the customer's requirements and are suitable for the purpose, for which it shall serve, on which the supplier was informed,
 - g) the goods are new, undamaged, comply with technical, hygiene and safety standards, and all mandatory legal regulations,
 - h) under legal regulations for environmental protection the goods are not polluted or contaminated,
 - i) transferring or any use of the goods shall not cause unlawful infringement of rights of any third parties.
4. The supplier shall be obliged to deliver the goods according to the customer's requirements, according to its drawings, regulations or samples or other specifications, in highest possible quality, duly and in time.
5. The supplier shall be obliged to notify the customer of incorrectness or unsuitability of in particular its instructions, samples, drawings or other documents. Packages, belongings and components of a thing are parts of the goods; however this shall not affect the duty of packages recollection.
6. The customer, with regard to production management, is not interested in later of partial fulfillment, therefore the supplier must secure timely fulfillment (forward buying) in such a manner so that the agreed delivery dates were always observed. Later or partial delivery of the goods may be refused and sent back at the supplier's costs. The customer reserves the right to refuse also earlier delivery or delivery, which was not notified in advance. In the case of supplier's delay with goods delivery, the customer shall be entitled to assert and require contractual penalty at the amount of 0.05% from the goods value for each commenced day of delay, however not more than 20% from the goods value. Supplier is not entitled to resale the goods in the sense of law.
7. The supplier shall procure at its own costs all formal permissions (including payment of customs duties and fees) necessary for delivery of the goods under the contract possibly also in foreign state, if the goods are to be imported. It shall do so at the latest as of the date of transfer of the ownership right to the goods. Non-granting of formal permission does not exclude or diminish the supplier's liability.
8. Place of fulfillment is the customer's business premises mentioned in the legal title (order). The ownership right to the goods, benefits connected thereto, risk of damage to the goods, as well as risk of change of circumstances shall pass over to the customer at the moment of the goods takeover.
9. The supplier shall be obliged to attach to the goods delivery all documents in Czech or possibly also in English or German (in particular the respective technical documentation, certificates, declarations of preferential origin of the goods, other declarations required by legal regulations or by the customer, revision reports, certificates of guarantee). The supplier shall notify the customer in writing of dangerous substances or preparations and mark these substances or preparations as required by legal regulations effective in the Czech Republic and further it shall notify the customer in writing of all dangerous product characteristics.
10. The supplier shall be fully liable for output inspection of the goods and for considering, whether the goods comply with the contract. After delivery of the goods to the place of fulfillment solely the superficial control of possible apparent outside defects is carried out. The customer shall not be obliged to make a close inspection or to test or measure the goods. Acceptance of the goods by the customer after delivery or processing of the goods shall not mean unreserved acceptance; the supplier is not relieved from its liability for defective fulfillment.
11. If the contract is concluded for recurrent fulfillment (i.e. more than one order of the goods), the customer and the supplier shall be entitled to terminate the contract unilaterally in writing without giving reasons or for any reason and the notice period is 2 months and commences on the first day of the month following the month, in which the notice was delivered. In the case of recurrent fulfillment the customer is not bound to exclusive cooperation with the supplier or to purchase of any minimum volume (amount) of the goods. The customer is not bound to purchase of the goods that are only booked,

- consigned or partly agreed on without any commitment (on the basis of expectation or forward buying).
12. The supplier shall be obliged to pay sufficient attention to preventing of delays and damages. The supplier shall be obliged to describe an obstacle that prevents it, will prevent it or may prevent it from fulfillment of its duties to the customer in time; such notice must be given to the customer without undue delay after the supplier learns on the obstacle or might learn on it at proper care. The supplier shall indemnify the customer for all detriment caused to the customer by defective fulfillment (defective goods). The supplier shall be also obliged to protect at its costs the customer against any claims of the third parties relating to defective fulfillment of the supplier (defective goods) or possibly to indemnify the customer in such cases. Possible related special costs expended with the aim to prevent or minimize delay or damages shall be at supplier's expense. Provision on contractual penalty or payment of the contractual penalty shall not affect or limit the claim for compensation for damage. All damages shall be compensated in money.
 13. The delivery terms and conditions of official explanatory rules ICC Incoterms 2010 shall apply in a subsidiary manner to the contractual relation of the customer and the supplier. If a particular clause is not mentioned in the order, DAP parity (address of customer's plant mentioned in the order) shall be applied.
 14. Agreed prices are not subject to any modification with the exception of written agreement of the contracting parties; the prices are final and include among others licenses for use and spreading of such components of goods, which the supplier created and are protected as intellectual property (authorial work), as well as all other costs connected with the goods. The current added value tax shall be added to prices excluding VAT.
 15. The goods shall be paid on the basis of the proper tax document (invoice), which must contain number of the order. The invoice shall be issued with maturity of at least 30 days from the day of delivery to the customer. The customer shall be entitled to return the incorrect or incomplete invoice within the period of maturity thereof for completing without getting into delay. Any customer's payment shall not mean under any circumstances an unreserved acceptance of the goods and shall not affect its rights arising from supplier's defective fulfillment.
 16. The supplier provides the customer with guarantee for goods quality in the duration of 12 months, unless longer guarantee is agreed. At least for the mentioned period the goods shall be fit for use for agreed purpose and shall have at least the agreed properties.
 17. The quality guarantee shall not cease to exist or shall not be limited if a) the customer touched the goods in accordance with purpose thereof, b) the customer carried out inspection to find out defects and state of the goods changed, c) the customer did not carry out inspection of the goods after delivery thereof, d) the customer is in delay with notifying of the defect after it might find it at timely inspection and sufficient care, e) the customer is in delay with choosing of the right pertaining to it by virtue of the defective fulfillment.
 18. If a defect of the goods occurs during the guarantee period, the customer shall assert the right in written complaint. The costs connected with the legitimate complaint shall be borne by the supplier. If the customer asserts its right to removal of the defect, the supplier shall be obliged to remove the defect at the latest within ten (10) calendar days from the complaint delivery. If the supplier is not able to do so, it shall be obliged to inform the customer without undue delay. In such case or in the case that the supplier does not remove defects duly and in time, the customer may assert other right or remove the defect by itself and raise a claim for compensation at the amount corresponding to the costs for removal of the defect. This shall apply also in the case that the customer chooses the right to additional removal of the defects and these defects subsequently turn to be irremovable.
 19. The customer is entitled to charge an invoice to the supplier in amount of EUR 100 (administrative fee) for each justified claim, which represents costs of the administrative complaint agenda. Such administrative fee does not exclude claiming damages, asking for the performance or applying other sanctions.
 20. If one or more provisions hereof become invalid, illegal or unenforceable in any respect, it shall not affect validity of other conditions. This shall apply also in the case that the supplier is in the position of the customer and the terms and conditions shall be applied appropriately in such a manner so that they were not in contradiction with legal protection of the consumer.
 21. The contracting parties undertake to exert all effort so that the possible disputes arising from the contract were settled preferentially amicably; they undertake to proceed in such a manner so that the disputable situation was explained objectively and they shall provide each other with necessary assistance for this purpose. In the case of court proceedings in disputes with international element the locally competent court shall be always the court under the customer's registered office. The governing law shall always be the law of the Czech Republic and the retroactive reference to other than Czech law shall be excluded.