**The General Purchase Conditions of TECHNICOAT Czech Republic s.r.o.**

1. These general purchase conditions (hereinafter the “GPC”) are an integral part of each purchase contract concluded following orders placed by TECHNICOAT Czech Republic s.r.o., Trader Identification Number: 04160100, reg. office Planá 87, postcode 370 01 as the purchaser.
2. A purchase contract arises in that the seller confirms in writing the order placed by the purchaser, i.e. without reservations and additions. If the confirmation is not delivered to the purchaser within the time limit specified in the order or within three working days, the order is considered not accepted. If the order confirmation made by the purchaser includes any supplement or variation, it is considered as a new offer to conclude a purchase contract. Sending via email is considered a written form.
3. Until the purchaser receives a written confirmation of the order made by the seller, the purchaser is entitled to cancel or change the order without the seller being entitled to compensation.
4. The seller is obliged to deliver goods in the agreed delivery term.
5. Unless expressly stated otherwise in the order, the purchaser is not obliged to accept partial performance. The purchaser is entitled to announce any errors in quantity within one month following the receipt of the goods.
6. The seller is obliged to deliver the goods at their sole expense to the location specified in the order, otherwise to the registered office of the purchaser. Goods are to be unloaded in the registered office of the purchaser on working days from 8 a.m. to 4 p.m.
7. The costs of refundable packaging disposal are covered by the seller. The purchase contract of the order must explicitly mention the obligation to refund packaging, otherwise the packaging is considered non-refundable.
8. The risk associated with the goods and the title to the goods passes to the purchaser when the goods are received by the purchaser.
9. If the delivery is delayed, the seller is obliged to pay the contractual penalty of 0.5 % of the purchase price of the delayed goods (incl. VAT) for every day of delay to the purchaser. This does not affect the entitlement to compensation on the part of the purchaser.
10. The purchaser is obliged to receive the goods only if they are delivered duly in time and free from defects. The seller is obliged to deliver the goods including the entire documentation needed for the receipt and use of the goods and is at their sole expense obliged to provide the necessary clearance or licence and authorization from the national bodies in the Czech Republic and the country of origin.
11. The seller is entitled to receive the payment of the purchase price after a complete delivery of goods free from defects. The invoice is due within 30 days after the delivery of the invoice in question to the purchaser. If the purchase price is not specifically mentioned in the purchase contract, such price is valid which is specified in a price list, catalogue or quote that the purchaser was verifiably notified of before placing the order.
12. The purchaser is entitled to send the invoice issued by the seller back if it includes incorrect data or if it fails to meet the conditions of the legal order of the Czech Republic. In such a case, the invoice is considered not issued. The invoice must be sent back by the purchaser without undue delay, at the latest within fourteen days following the receipt of the invoice.
13. The seller is entitled to assign any claim on the purchaser or to set off a mutual claim and commitments towards the purchaser only if the purchaser provides a prior written consent.
14. The seller undertakes to provide goods which allow for the negotiated or usual purpose, unless a specific purpose had been negotiated, and which retain the negotiated (or the usual, unless other had been negotiated) qualities within 24 months following the delivery of the goods to the purchaser, unless another warranty time had been negotiated.
15. The purchaser is entitled to make complaints about faulty goods anytime within the warranty time.
16. The seller is obliged to comment on the complaint in writing at the latest within 3 working days following the receipt of the complaint.
17. If the complaint about faulty goods is justified, the purchaser is entitled to opt to submit following claims with the seller:
* repair of defect by replacing faulty goods,
* delivery of missing goods and repair of legal mistakes,
* repair of defects by means of fixing the goods, if the defects are fixable, within the time limit specified by the purchaser (if the purchaser proposes so and the seller gives consent, the purchaser provides for the repair at the expense of the seller) or
* corresponding reduction of the purchase price,
* withdrawal from the contract.
1. If the delivered goods are repaired or replaced, the warranty time shall start to run again from the day following the delivery of the repaired or replaced goods to the purchaser.
2. If the delivered goods cannot be repaired or replaced in duly time and there is a risk of stopping the production or failing to deliver goods in time on the part of the purchaser, the purchaser is, without a prior consent of the seller, entitled to repair the goods or fully or partially terminate the purchase from the supplier and purchase replacement goods from another supplier. In that case the seller is obliged to arrange for a discount amounting to the price of the repair of the goods or amounting to the price of the non-usable delivered goods. Alternatively, the seller is obliged to refund a part of the purchase price equivalent to the undelivered goods.
3. The seller as the producer, importer or distributor is responsible for any damage caused by faulty or poor-quality goods. The seller is responsible for the provision of the declaration of conformity according to Act 22/1997 on technical requirements for goods, as currently applicable, if the declaration is needed according to this act.
4. The seller is obliged to provide the compliance of the supplied goods and packaging with the legislation concerning environmental protection.
5. The seller is responsible for the fact that the delivery of the goods does not infringe on third party rights, also with respect to industrial and similar rights.
6. The contractual relations from the purchase contract are not liable to the provisions of Section 1978 Subsection 2 of the Civil Code, i.e. if the creditor notifies the debtor of additional time to pay and if the creditor notifies the debtor of not extending this time (unless the notification explicitly states otherwise), expiration of the time does not qualify as withdrawal from the contract. Additionally, the contractual relations from the purchase contract are not liable to Section 1799 and Section 1800 of the Civil Code. The supplier herewith states not to feel like or consider themselves the weaker party and states that they had the possibility to familiarize themselves with the GPC and intends to be bound by the GPC.
7. The potential trading conditions of the seller are valid for the purchase contract and obligation based on this contract only then if this is expressly specified in the purchase contract. Otherwise, the potential trading conditions of the seller do not apply to the purchase contract and the obligation based on that contract.
8. Arrangements between the parties included in the purchase contract shall take precedence over the GPC.
9. Both GPC and the purchase contract itself abide by the legislation of the Czech Republic, excluding private international law and UN purchase right (CISG).
10. If the seller is not a domestic entity, all disputes that arise from the purchase contract between the seller and the purchaser, including the question of its existence, shall be definitely decided upon by the Arbitration Court of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in compliance with the court’s code and rules by three arbitrators appointed in compliance with the court’s code and rules. The place of the trial is Prague, language of the case is Czech.
11. These conditions are effective as of 1st March 2018.