

ALBIS PLASTIC CR s.r.o.  
**General Sales and Delivery Terms and Conditions**  
Status: August 2018

## **1. Validity**

1.1 The below outlined conditions are part of all our contractual quotations and contracts. We do not accept Buyer's potential purchase terms and conditions even if they are not explicitly in contradiction with our General Terms and Conditions. Different agreements in any single case require our written approval and confirmation. INCOTERMS conditions in the latest version are valid as a part of these conditions.

1.2 These conditions are valid in legal relationships between business entities, meaning entities pursuant to § 420 Act No. 89/2012 Coll., Civil Code.

## **2. Quotations**

2.1 Our quotations are not binding, unless explicitly specified otherwise. Buyer's orders are binding for us after our written or e-mail or fax confirmation or by the delivery of goods.

2.2 Accepting the quotation with a reservation or with a change in conditions, even in an unimportant case, is impossible.

## **3. Calculation**

3.1 Our prices valid on the day of delivery plus applicable VAT are governing for a calculation of the purchase price. If our prices significantly increase (by at least more than 10%) between entering into the contract and the delivery, the Buyer is authorized to withdraw from the contract within seven (7) calendar days after the notification about the price increase regarding the not yet-delivered goods. Otherwise applies that the Buyer agrees on the price increase.

3.2 The calculation of purchase prices is based on quantity, weight or dimensions found at the place of dispatch.

## **4. Payment terms**

4.1 The purchase price can be paid net at the cash, unless this exceeds the limit restricting cash operations stipulated by the law and it is payable on the date of delivery. When exceeding the term of payment, the Buyer is also delayed with the payment and the Seller is authorized to apply the interest on late payment in the amount set by legal regulations. The exercise of further damage remains reserved. The Buyer's delay with the payment of the purchase price causes that other due payables of the Buyer in the Seller's favour are payable.

4.2 In the case of reasonable doubts about the payment ability of the Buyer, especially in due balances, we are authorized to cancel concluded agreements and require advance payment for other receivables or ask for the provision of payment security.

4.3 The payment of the purchase price is effective when the amount is finally at disposal in one of our accounts.

4.4 Reciprocal offset with other than undisputable or legally effective counterclaims as well as the implementation of the right of retention is excluded.

## **5. Delivery**

5.1 Our duty to deliver is subject to proper and timely delivery of goods by our suppliers. The delay of our suppliers excludes the occurrence of our delivery delay.

5.2 We are authorized to make partial deliveries. Deliveries lower by 10% or higher with respect to the contractually agreed quantity are allowed and they are not regarded as defective performance.

5.3 In the case of delayed delivery, the Buyer must allow us an appropriate additional time of at least three weeks.

5.4 The risk of damage on goods is transferred to the Buyer, as soon as the goods are handed over to the transportation company or upon the start of pickup by the Buyer. The same rules apply even when we pay for the transportation costs.

5.6 Our goods are intended for processing in the Buyer's own company, unless specified otherwise.

## **6. Obstacles in Delivery**

6.1 War, strike, traffic closure, lack of raw materials or energy, operation or traffic failures, matters related to force majeure and all other cases of force majeure which prevent the production or dispatch of goods, cause delay or uneconomical production or dispatch of goods, release us from the duty from the obligation of delivery for the period of its duration and in the scope of failure.

6.2 If the failure exceeds the period of two months, both parties are authorized to withdraw from the contract.

6.3 Upon partial or complete failure of our sources, we are not obliged to gain sources from other sub-suppliers. In such a case we are authorized to divide the quantity of goods which is at disposal with respect to our own business needs.

## **7. Designs / Technical Consultancy**

7.1 Designs which we provided at disposal as well as our technical and chemical data are used only for the general description of goods. They do not contain any guarantee of quality or durability and do not release the Buyer from the duty of inspection of every individual supply immediately after its takeover.

7.2 We provide consultancy related to the technology of the use based on our best knowledge, it is not obligatory and does not release the Buyer from the responsibility to check every delivery before its processing from the point of view of suitability for the intended use.

## **8. Claims / Warranty**

8.1 The Buyer is obliged to inspect the goods immediately after its takeover and check possible defects in goods, meaning quantity and quality deficiencies or defects. The Buyer must make a claim to the Seller immediately in writing, however, within three days from the delivery of the goods at the latest. This Buyer's duty is related to each partial deliveries of goods independently in the case of partial deliveries of the goods according to one purchase contract.

8.2 Hidden defects in goods must be claimed immediately after their finding, however, at the latest in the period stipulated by the Article 8.6.

8.3 In the written claim, the Buyer is obliged to specify its business name (company), principal office, a person who is authorized to deal on behalf of the company, exact description of defective goods, including batch number, number and date of order or purchase contract, date of delivery of goods, exact description of claimed defect and claim which is specified in the claim form. Claims, where all above-mentioned details, are not contained properly and correctly, will not have the effect on proper and timely exercise of defects on goods and will not lead to the warranty liability of the Seller.

8.4 The claim does not authorize the Buyer to retain due payments for purchase price or refuse other deliveries according to the valid purchase contracts.

8.5 Upon timely and reasonable claims, the Buyer firstly has the claim for alternative performance. In the case that the Seller is not able to provide alternative compensation, the Buyer has the right to an appropriate discount from the purchase price or withdrawal from the purchase contract. Regarding the claim for damage compensation of the Buyer arisen from defective performance of the Seller, the provisions of Article 9 shall apply.

8.6 Warranty period is one (1) year from the delivery of goods, unless the manufacturer of the goods assumes a longer warranty period. The assumption for claiming the rights arising from the warranty is fulfilment of the conditions set by the manufacturer of the goods.

8.7 The Seller is responsible for legal defects in goods in the scope set by the law.

8.8 Regarding goods which were sold according to the agreement as goods marked: NT, second quality, remaining item, special item, regeneration, waste or similar, the Buyer is not authorized to claim any warranty regarding defects, which have their nature in such a qualitative classification of goods.

8.9 In the case of an unjustified claim, the Seller may claim against the Buyer for compensation of costs arisen with respect to the assessment of the legitimacy of the claimed defects in goods, especially costs incurred with respect to laboratory tests of goods, shipping of goods and personnel costs. The claim of the Seller for damage compensation is not affected.

## **9. Damage compensation and other damages**

9.1 Contractual and non-contractual claims for damage compensation of the Buyer arising from negligence of Seller's duties, the Seller's managing employees or other entities cooperating upon performance of the purchase contract, are excluded. This does not apply, when the duty, which is important for the achievement of the purpose of the contract, was breached. Whereas the responsibility of the Seller is limited to contractually typical and predictable damage in the form of factual reduction of Buyer's assets and it is a double of the invoicing value of the relevant goods at the most.

9.2 The Seller is not responsible for consequent damages as well as unpredictable damages at the time of entering into the contract. Especially contractual penalties paid by the Buyer are considered as unpredictable damages. Compensation of another damage is excluded.

9.3 The Buyer is responsible to the Seller for damages and other damages clearly caused by unauthorized application of defects in delivered goods (claims).

## **10. Retention of title**

10.1 The delivered goods remain our property until complete settlement of all our trade receivables.

10.2 When processing the goods with retention of title, we are regarded as a manufacturer and we gain the ownership of newly manufactured products. If the goods with retention of title are processed, combined or mixed with goods which are in the ownership of third parties, then we gain the co-ownership on such manufactured products in the ratio of invoicing value of the goods with retention of title to other materials. If the goods with retention of title are processed, combined or mixed with a main thing which is in the ownership of the Buyer, then the Buyer assigns its ownership rights to a new product in our favour.

10.3 All receivables from the sales of goods which are in our ownership or co-ownership are assigned by the Buyer in our favour now to secure receivables in the scope of our ownership share. Any other assignment, also within the factoring trade, is impossible.

10.4 The Buyer is obliged to keep the commodity with retention of title properly and insure it against typical storage risks at its own costs. Already now we are assigned its claims from insurance contracts in our favour.

10.5 For the period, when the Buyer properly performs its obligations against our company, the Buyer is authorized to use our goods with retention of title and is authorized to collect receivables from the resale of the goods with retention of title. But the Buyer is not authorized to pledge the goods with retention of title in favour of third parties or transfer it to satisfy the claims of third parties. The authorization to resell does not apply, when the Buyer with its customer exclude the assignment of the receivable from further sale. The Buyer must notify our company immediately about the access of third parties to the goods with retention of title or assigned receivables as soon as they learn about it.

10.6 When the Buyer is delayed with payment, we are authorized to require the release of the goods with retention of title without setting additional time and without withdrawal from the contract. Furthermore, the Buyer has to provide immediately all necessary information and basis about the goods with retention of title or assigned receivables as well as the assignment of the receivable to its customers.

10.7 If the value of guarantees securing our receivables by more than 20% is exceeded, we shall release additional limitation for handling with goods upon Buyer's request.

## **11. Final Provisions**

11.1 The place of performance for the payment of the purchase price is the principal office of the Seller.

11.2 The place of jurisdiction is given by the principal office of the Seller. The law of the Czech Republic applies. The use of application of the United Nations Commission on International Trade Law (UNCITRAL) is excluded.

11.3 We are authorized to retain and process data on Buyers, which we gained and we are authorized to use them for our business interests, especially for marketing activities. However, we are not authorized to retain and process data on natural persons unless there is a legal reason.

11.4 If one of the above-mentioned conditions is completely or partially ineffective, it does not affect the efficiency of other conditions.

11.5 Delivered pallets which are marked with the PRS logo on the post are the property of the company [www.poolingpartners.com](http://www.poolingpartners.com), which is authorized for their collection.

11.6 The use of General Terms and Conditions of the Buyer, accepting the conditions of the purchase contract with retention of title or stipulation of the contract's content with a recapitulation letter is excluded.

In České Budějovice, date .....

Seller .....

Buyer .....