

Terms and Conditions

MAPLAST CZ, s.r.o. - for the sale of goods and services

Introductory provisions

These Terms and Conditions of MAPLAST CZ, s.r.o., (hereinafter referred to as "Terms and Conditions") build on the Terms and Conditions of MAPLAST CZ, s.r.o. as amended, updating and replacing them as of the effective date.

These Terms and Conditions govern the relations between the parties to the Purchase Contract, where one party is MAPLAST CZ, s.r.o. company, with its registered office at Komenského 625, 664 56 Blučina, Reg. No.: 293 10 741, VAT No.: CZ29310741, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 73436 as the Seller (hereinafter also referred to as the "Seller") and the other party is the Customer as the Buyer (hereinafter also referred to as the "Buyer").

These Terms and Conditions shall apply to all business cases in the sale of goods and services by MAPLAST CZ, s.r.o., unless the parties agree otherwise in the order, purchase contract or other written agreement. Divergent written agreements of the parties shall prevail over the relevant provisions of these Terms and Conditions.

Offers

The offers of MAPLAST CZ, s.r.o. are non-binding and are used only for the preparation of the buyer's order. The offers are made on the basis of the Terms and Conditions of MAPLAST CZ, s.r.o., which have been communicated to the buyer.

The use of any other terms and conditions, including the Buyer's terms and conditions, is hereby expressly rejected.

Order and order confirmation

Orders, contracts, agreements or amendments require a written form to be binding. The written form shall be maintained even if the transmission is made by fax, e-mail or remote data transmission (electronic data transmission, web).

By placing an order, the buyer accepts the seller's Terms and Conditions as amended and declares that he has read them in detail and has no objections to them. The use of any terms and conditions of the Buyer as well as any other terms and conditions is expressly rejected at the same time.

The buyer's order becomes binding for MAPLAST CZ, s.r.o. only by its written confirmation by the seller (acceptance) or by delivery of the ordered goods; at this moment the purchase contract is concluded. Approval of the acceptance with reservation or with a change in terms, even if only in an insignificant way, is excluded.

Each order must contain a specification of the goods ordered, their quantity, the offer price and delivery date, or other specifications.

The order is binding for the buyer at the moment of its arrival to the seller.

If the buyer does not receive an order acceptance from the seller within 5 working days, the order has not been accepted and is not binding.

The order - in particular the delivery date and the price of the goods - is valid only after the Seller has confirmed the order or after the Buyer has agreed in writing on partial changes; the Seller's selling price accepted by the Buyer is valid only for deliveries made within thirty days of acceptance.

If the Seller confirms only partial performance (only some items, deviating quantities, etc.) or accepts the order with another change and the Buyer does not express his disagreement within 5 working days, the order in the changed accepted wording is binding; the purchase contract is concluded in this case at the moment of the expiration of the deadline, or at the moment of the Buyer's consent to the changed order to the Seller. The remaining part of the order will be dealt with subsequently by further acceptance.

Delivery of goods, title, risk of damage to goods

Fulfillment of the seller's obligation to deliver the ordered goods means their delivery in the agreed quality, quantity and design to the destination, whereby the seller may produce or purchase the goods for the buyer himself or in cooperation with a third party.

Unless otherwise agreed in writing, the place of destination (delivery) is the Seller's warehouse at Jezerní 194/11, Přízřenice, 619 00 Brno; EXW incoterms.

If the Seller, as agreed with the Buyer, delivers the goods to a forwarder, the goods are delivered - and the risk of damage to the goods passes to the Buyer - upon delivery to the carrier.

The ownership of the goods as well as the risk of accidental destruction, loss or damage shall pass to the Buyer at the time of delivery.

Damage to the goods that occurs after the risk of damage to the goods has passed to the buyer does not relieve the Buyer of the obligation to pay the Seller the purchase price.

Price and payment terms

The price for the ordered goods, its due date and the method of payment shall be specified in the respective acceptances, or in other mutually agreed documents; the basis for payment shall be an invoice which shall perform the function of an accounting document pursuant to Act No. 563/1991 Coll., on Accounting, as amended, and shall contain the elements of a tax document pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended, or other legal regulations. Unless otherwise agreed for the case in question, this price is final and includes the material, packing and packaging material, loading at the Seller's premises and, if applicable, input components supplied by the Buyer. The price is stated exclusive of VAT.

In the case of non-cash payment in the form of a transfer order, the Buyer is obliged to make payment to the account indicated on the Seller's invoice, subject to a penalty of interest on late payment of 0.05% of the amount due for each day of delay.

The purchase price shall be deemed to be paid on the date of crediting it to the account indicated on the invoice.

Payment by unilateral set-off is not permitted.

If the Buyer fails to take over the delivery of the goods at the agreed time and place, it has been agreed by the parties that the Seller may require the Buyer to pay a storage fee and related costs in the amount of 0.1% of the agreed price of the untaken goods for each day of delay in the Buyer's acceptance.

Quality guarantee

The Seller provides the Buyer with a guarantee for the quality of the delivered goods, i.e. that the goods will be fit for the agreed purpose and retain the agreed properties for the duration of the guarantee, provided that throughout this whole period they are stored, used and handled in accordance with ČSN 64 0090 - Storage of plastic products; it is the Buyer's responsibility to prove these facts.

Unless a different time period is expressly agreed or specified in the order acceptance, the warranty period is 6 months.

The warranty period begins on the date of delivery of the goods. A complaint is deemed to have been submitted in time if it is submitted for postal delivery on the last day of the warranty period at the latest.

If the goods in question (plastic parts) will be moulded on tools (moulds) supplied to the Seller for this purpose by the Buyer, the Buyer declares being aware of the design and technical solution of these tools, their physical condition and the degree of functionality and wear. It is therefore agreed that such products shall not be deemed defective in respect of those properties (parameters), in particular in terms of appearance, shape, dimensions, strength, etc., which originate in the structural and technical design of the tools on which they are manufactured, their actual physical condition and degree of functionality and wear, or in the input components supplied by the Buyer or used in their manufacture upon his instructions. By accepting the delivery of these goods, the customer continuously agrees and confirms that all the parameters of these goods meet the quality expected and ordered by him, since the parameters of these goods may change over time as a result of the above, since the quality criteria of the products are directly dependent, in particular, on the current level of wear of the tool on which they are pressed.

Validation of products prior to their introduction into series production is based on pre-agreed conditions, e.g. on the basis of a supplied sample, on the basis of a fit & function test, on the basis of a counter-test, on the basis of critical dimensions specified in the documentation supplied by the purchaser or on the basis of other mutually agreed criteria. Therefore, those characteristics and parameters of the product which are identical to its validation documents shall not be considered as defects.

Also, those features and parameters of the product that were not mentioned, determined, addressed or mentioned by the purchaser during validation shall not be considered as defects.

Complaints

The Buyer is obliged to inspect the goods upon receipt and notify the Seller of any obvious defects immediately.

The Buyer is obliged to notify the Seller in writing without undue delay after discovering the defects, indicating the delivery note with which the defective goods were delivered. The complaint must contain a description of the defect or a description of the manifestations in which the defect is perceived, must be dated and signed.

Within 10 working days of receipt of the complaint, the Seller shall notify the Buyer of a proposed solution to the complaint or reject the complaint; even after this period, the Seller is entitled to reject the complaint if it is proven to be unjustified. The Seller undertakes to settle a legitimate complaint within 30 days if the Buyer provides the necessary cooperation.

Compensation for damages

A Party that breaches any of its obligations under the Contract shall be obliged to compensate the other Party for the damage incurred.

The Seller is liable for damages up to an amount equal to the purchase price agreed in the purchase contract to which the breach relates; however, this provision does not apply if the property damage was caused intentionally or through gross negligence.

The party that has committed a breach of duty shall not be obliged to compensate the other party for the damage caused, if it proves that such breach of duty was the result of a circumstance excluding liability or by force majeure.

Force Majeure

Neither party shall be liable for any failure to perform any obligation under the Purchase Contract, except for the obligation to pay the Purchase Price, if such failure or delay was caused by an obstacle which arose independently of the will of the obligated party and prevented it from performing its obligation, if it is not possible or not reasonably foreseeable that the obligated party could have averted or overcome such obstacle or its consequences, and furthermore, that the obligated party could not have reasonably foreseen such obstacle at the time of the creation of the obligation (hereinafter referred to as "Force Majeure"). For the purposes of this Agreement, Force Majeure shall include, but not be limited to, natural disasters, fires, earthquakes, landslides, floods, windstorms or other atmospheric disturbances or wars, insurrections, riots, civil commotions, strikes, decisions or normative acts of public authorities, regulations, restrictions, prohibitions or other interventions by the State, public authorities or local authorities or damage to the relevant production or distribution facilities. The Buyer agrees that, due to the current (turbulent, unpredictable, complex and unsurveyable) situation in the market for energy and input materials and components, delays in delivery or partial or total non-delivery of the Goods or changes in the Purchase Price shall also be considered Force Majeure on the part of the Seller if they are a consequence of the foregoing.

Multiple trade

If the buyer orders goods from the seller repeatedly (i.e. more than once), it is considered a multiple transaction, which both parties approach with the expectation of long-term cooperation.

In such a case, the Buyer therefore undertakes that, if he has not ordered identical goods from the Seller for at least 12 months, he undertakes to purchase from the Seller, at the Seller's request, at the stock price (i.e. the record stock price), the stock of materials and input components necessary for the production of the goods ordered by him in the past, in the quantities purchased by the Seller for the sustainability of the previously agreed purchase price of these goods.

If the Buyer does not order identical goods from the Seller for more than 12 months, or requests the return of the tool (mould) on which the goods (plastic parts) were moulded for him, the situation will be considered as a termination of cooperation by the Buyer. In this case, in addition to the obligations set out in the previous paragraph, the buyer is also obliged to purchase from the seller the stock of goods that have been produced (for him) in excess of the quantity ordered by him as part of the production batches set for the sustainability of the previously agreed purchase price of these goods, at the price last agreed.

Final provisions

Legal relations arising from concluded purchase contracts are subject to the relevant Czech legal regulations, in particular the relevant provisions of the Civil Code.

By submitting an order, the Buyer confirms to have read these Terms and Conditions and to expressly agree to them in the version valid and effective at the time of sending the order.

Unless these Terms and Conditions or agreements between the parties provide otherwise, legal relations arising between the parties shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

The parties undertake to resolve all disputes amicably. If no agreement is reached, the Seller's general court shall have jurisdiction.

If any provision of these Terms and Conditions is or becomes invalid or ineffective, the other provisions shall not be affected. The invalid or ineffective provision shall be replaced by a provision that most closely approximates the legal meaning and purpose of the invalid or ineffective provision. The Seller reserves the right to amend these Terms and Conditions at any time.

It is agreed that the buyer may not assign, transfer, encumber or otherwise dispose of any of his rights or obligations under the relevant order or contract.

The Parties declare that neither Party feels or considers itself to be a weaker Contractual Party compared to the other Party.

The Parties declare that they have had the opportunity to familiarize themselves with the text and content of these Terms and Conditions, that they understand their content and wish to be bound by it, and that they have sufficiently discussed all contractual provisions; the Purchaser therefore declares in this context that the Terms and Conditions do not contain any surprising clauses within the meaning of Section 1753 of Act No. 89/2012 Coll., Civil Code, which it could not reasonably have expected.

The Parties further declare that the implementation of the Contract does not result in a disproportionate reduction of either of them pursuant to Section 1793 of Act No. 89/2012 Coll., Civil Code.

The Seller reserves the right to change these Terms and Conditions at any time.

These Terms and Conditions are available at <https://www.maplast.cz/kontakt/obchodni-podminky/>

These Terms and Conditions shall take effect on 1.11.2022.



MAPLAST CZ, s.r.o.

Pavel Ohniště, Managing Director