

DIVISION PACKAGING
GENERAL TERMS AND CONDITIONS
of the company ZÁLESÍ a.s.,

with its registered office at Uherskobrodská 119, Luhačovice, ID-no.: 00135143, registered in the Companies Register
maintained by the Regional Court of Brno, section B, file 4382

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I.

Initial Provisions

1. These General Terms and Conditions apply to all deliveries of goods made by the company ZÁLESÍ a.s. (the "Seller") to any individuals or legal entities (the "Buyer").
2. The Seller and the Buyer agree that their mutual relationships will be governed by these General Terms and Conditions.
3. These General Terms and Conditions form an integral part to all purchase agreements and purchase orders made by the Buyer, all offers and price quotations of the Seller as well as all acceptances and purchase order confirmations made by the Buyer to the Seller. This provision does not apply only if the Seller expressly agrees to a different agreement. Any deviations to these General Terms and Conditions between the Seller and the Buyer must be agreed in writing.
4. Provisions included in a written purchase agreement take precedence over these General Terms and Conditions.
5. Matters and relationships between the contracting parties which are not governed in a purchase agreement or these General Terms and Conditions are subject to the relevant provisions of Act no. 89/2012 Sb., the Czech Civil Code, as amended.

II.

Conclusion of a Purchase Agreement

1. A purchase agreement between the Seller and the Buyer is entered into upon the Buyer's acceptance of the Seller's proposal for concluding a purchase agreement. A reply to an offer containing a change of or a deviation from the offered terms which does not substantially change the terms thereof constitutes the acceptance of that offer, provided that the proposer does not refuse to accept such changed offer without undue delay.
2. A purchase order made by the Buyer also represents the proposal for concluding a purchase agreement. A purchase order must include the specification of goods, in particular the necessary printing materials (artwork), quantity, price, place and date of delivery. The Seller shall confirm to the Buyer the receipt of the purchase order no later than within five work days. The purchase agreement is entered into upon the Seller's acceptance of a binding purchase order made by the Buyer.
3. In order for a purchase agreement to be concluded, it is necessary to reach a mutual agreement regarding the artwork.

III.

Graphic Materials

1. The Buyer is obliged to hand over to the Seller either graphic materials for the purpose of creation of the artwork or a directly completed artwork. The Buyer is aware that the content of the artwork or the materials for the purpose of creation of the artwork must not violate any rights of third persons, in particular their trademark rights, company name rights, patent or design rights etc. The Buyer is liable for the content of texts and graphic depictions contained in the artwork or the materials for the purpose of creation of the artwork handed over to the Seller. The Seller reserves the right of ownership and the copyright to all artworks, drawings and other materials relating to the delivered goods except those presented by the Buyer.

2. The Buyer is obliged to inform the Seller in advance about any specific requirements regarding the goods stipulated by general binding laws and regulations.

IV.

Mode of Performance

1. The Seller delivers the goods to the Buyer on the basis of a concluded purchase agreement.
2. The terms of delivery are stipulated in each purchase agreement in the INCOTERMS clause.
3. The place of delivery of the goods to the Buyer is the address included in the respective purchase agreement.
4. Any deviations to the quantity of goods delivered must not exceed five percent (+/- 5 %) of the quantity agreed in the purchase agreement.
5. A delivery is made in time if made within the delivery period. The delivery period is the period agreed upon between the Seller and the Buyer.
6. If the Seller is responsible for organising the transportation, the respective delivery is fulfilled upon the delivery of the goods at the place of delivery and its handover to the Buyer. The Buyer is obliged to confirm the receipt of the delivery on the delivery note. If the Buyer fails to take over the goods at the agreed place and time, the goods will be stored at the Seller's premises. In such a case, the Seller is entitled to issue a tax document (invoice) for the delivery and to request the payment of the increased costs due to the transportation, storage and handling of the goods. The Seller will inform the Buyer about the place of storage by email.
7. If the Seller is required to send the goods to the Buyer, the delivery is fulfilled upon handing over the goods to the first carrier commissioned with the transportation to the stated place of delivery.
8. Unless otherwise provided for in individual cases, the Seller will pack the goods according to the usual practice in a manner suitable for the preservation and protection of the goods during the transportation.

V.

Passage of the Right of Ownership, Risk of Damage to the Goods

1. The right of ownership to the goods passes to the Buyer upon full payment of the purchase price.
2. The risk of damage to the goods passes to the Buyer upon the takeover of the goods by means of the confirmation of the delivery note or the handover of the goods to the first carrier commissioned with the transportation to the place of delivery.

VI.

Price, Payment Terms and Conditions

1. The purchase price is included in the purchase agreement. The price is stated including/excluding the transportation cost. The price is stated excluding VAT. The Buyer is obliged to pay the price including VAT according to the respective statutory rate.

2. The Buyer agrees to pay the agreed purchase price to the Seller duly and in time on the basis of an issued tax document. The price is considered to be paid when the amount has been credited to the Seller's account.
3. Unless otherwise provided for by the contracting parties, the maturity period is 30 days after the invoice issue date.
4. If the Buyer is in delay with the payment of the purchase price, the Seller is entitled to require a contractual penalty amounting to 0.03 % of the outstanding amount for each day of such delay. The Seller's right to claim damages remains unaffected.
5. Any delay on the Buyer's part to pay his/her/its financial obligations to the Seller entitles the Seller to withhold its deliveries until the final payment has been made. In such a case, the delivery period will be extended by the period of delay on the Buyer's part to pay his/her/its financial obligations to the Seller.
6. In order to make first deliveries for new customers, the Seller may require an upfront payment.

VII.

Liability for Defects of Goods

1. The Seller is liable for the defects of goods that exist upon the passage of the risk to the Buyer. The goods are defective if missing the properties stated in the purchase agreement and/or when not conforming to the parameters of the goods according to the Technical Terms and Conditions for Deliveries, which the contracting parties consider to be binding.
2. The Buyer is obliged to inspect the goods immediately after the passage of risk but no later than 3 business days after delivery.
3. Rights arising out of defective performance are subject to the provisions of Sec. 2099 et seq. of Act no. 89/2012 Sb. (the Czech Civil Code).
4. Complaints may be made only in writing. The complaint form must include the delivery note number, invoice number, type of goods, quantity of the goods that are the subject of the complaint, description of the defect, photo documentation of the defect and the requirement of the Buyer specifying the settlement manner.
5. The Buyer must make a complaint regarding apparent defects immediately after the takeover of the goods. These defects must be included in the delivery note or the shipping document and confirmed by the carrier. The Buyer must report latent defects in writing immediately after their discovery but no later than within the guarantee period. If the Buyer fails to report the defect in time, the Buyer loses his/her/its rights arising out of the liability for defects.
6. The Seller is obliged to settle the complaint without undue delay, namely within a period of no later than 30 days with regard to apparent defects and 60 days with regard to latent defects after the delivery of the complaint form or the handover of the goods subject to the complaint to the Buyer.
7. The Seller is not liable for any defects of the goods incurred during the transportation or as a result of inappropriate storage. Storage requirements are included in the Technical Terms and Conditions for Deliveries.

VIII.

Reusable Packaging

1. If the palletization of the goods is not included in the price and the Seller delivers the goods using reusable packaging (pallets) to the Buyer, the Seller may require these pallets be returned, be replaced by other pallets of the same value or be paid the price of the pallets.

IX.

Force Majeure

1. If any of the parties loses its ability to perform its agreed duties or is in delay with the performance of any its obligations as a result of force majeure, such party will be released from the fulfilment of its respective outstanding duties on the condition that such party has informed the other party about such impossibility in writing as soon as possible and provides a description of the circumstances of the force majeure, stating a period during which the occurrence of the force majeure may reasonably be expected.
2. Force majeure shall mean an obstacle which occurred independently of the will of the obliged party and prevents such party from performing its duties and if it cannot be reasonably expected that the obliged party would fend off or overcome this obstacle or its consequences, and which could not have been foreseen upon the creation of such obligation. The occurrence of force majeure includes, but is not limited to the following:
 - a) war, state of war or combat operations (regardless of whether a state of war has been declared or not), invasion, foreign enemy activities and civil war;
 - b) uprising, revolution, rebellion, insurgency, coup d'état, military coup, conspiracy, disturbances, civil disobedience and acts of terror;
 - c) strike, sabotage, blockade, embargo, restrictions regarding import from the Czech Republic;
 - d) natural catastrophe or a disaster.

X.

Final Provisions

1. The Seller and the Buyer must comply with these General Terms and Conditions. By concluding a purchase agreement, the parties confirm to have made themselves familiar with these General Terms and Conditions.
2. The parties are obliged to treat confidential information as a business secret, i.e. to keep it confidential and make all necessary contractual and technical arrangements preventing the abuse or disclosure of such information and protect it as if it were their own business secret. For the purpose of these General Terms and Conditions, confidential information shall mean any information received by a contracting party from the respective other party or received in conjunction with the performance of the respective agreement regardless of the form of the information or the manner of its receipt, which a reasonable person would consider confidential with regard to the nature of the performance or which has been indicated to be confidential by at least one of the parties.
3. The parties agree that their legal relationships shall be governed by the legal order of the Czech Republic. The competent court for any disputes arising out of or in connection with the business relationship is the general court of the Seller.
4. Unless otherwise provided for, the relationships between the parties are subject to Act no. 89/2012 Sb., the Czech Civil Code, as amended.
5. The Seller may change these General Terms and Conditions from time to time. The updated version becomes effective upon its publication on <http://packaging.obaly.zalesi.cz>. The updated version of the General Terms and Conditions also applies to repeated performance of purchase agreements concluded prior to the effectiveness of the change of the General Terms and Conditions.