

General Terms and Conditions no. 1/2022

I. Basic provisions

1. These General Terms and Conditions (hereinafter as „GTC“) are terms by course of law § 1751 and other Act No. 89/2012 Coll., Civil Code and govern the mutual rights and obligations of the parties in the sale of metallurgical material and products where the Seller is a company EXPONO, a.s., registered seat at Žerotínova 1099/21, 702 00 Ostrava – Moravská Ostrava, ID: 26902401, VAT: CZ26902401, registered in the Commercial Register administered by the District Court in Ostrava, section B, insert 2917, (hereinafter as „Seller“) and the Buyer who has entered into an agreement with the Seller for the sale of metallurgical materials and products during the effectiveness of these GTS (hereinafter as „Buyer“).
2. The Seller concludes the purchase contract concerning the sale of metallurgical material and products solely on the basis of these GTC. Parties may agree otherwise on individual rights and obligations arising from these GTC in purchase contract. Different arrangements in the purchase contract take precedence over the wording of these GTC.
3. These GTC are mandatory for the parties from the date of concluded purchase contract, if they are enclosed to the purchase contract or if the relevant purchase contract includes a link to these GTC and the Buyer will confirm in the purchase contract or any other way that he is apprised of its content.
4. Any agreements between the parties are divergent from these GTC or any amendments are valid only if they are approved in writing by both parties, i.e. by Seller and Buyer.
5. Writing form for the purposes of these GTC means the e-mail and fax, unless expressly provided otherwise.
6. If any of the rights and obligations are governed by either the contract or these GTC is governed by generally binding legal regulations of the Czech Republic, especially Act No. 89/2012 Coll., Civil Code.
7. These GTC are available on the Seller’s web site www.expono.cz and are an integral part of the purchase contract concluded with the Buyer.
8. All data stated in the purchase contract, also information, documents and other details provided by the Seller to the Buyer (hereafter as „confidential information“). The Buyer is obliged that without previous consent of the Seller will not use such confidential information for his needs contrary to the purpose of the purchase contract and will also not provide them to third parties.

II. Conclusion of contract

1. The Buyer orders goods in writing from the Seller. Based on this order the Seller shall prepare a draft purchase contract which will be sent to the Buyer.
2. The contract can be concluded as soon as the Buyer confirms a submitted written offer for purchase contract without any changes and additions and send back to the Seller. Any amendments contained in the endorsement of the proposal are considered as a new draft treaty.
3. The purchase contract is valid only in written form with signatures of both parties.

4. Additions and changes in purchase contract are valid only in written form and provided a reconciliation of both parties. The parties expressly agree that the approval of changes or additions purchase contract are considered as well as written confirmation of acceptance by e-mail or fax.

III. Delivery and receipt of goods

1. To meet the obligations of the Seller occurs when the goods are supplied to the Buyer as provided in the purchase contract. Delivery of the goods will entitle the Seller to pay the purchase price and Buyer's obligation to accept the goods. At the moment of delivery, the risk of damage passes to the Buyer. The risk of damage also passes to the Buyer in case the Buyer will not accept the goods, even though the Seller helped him to dispose of the goods.
2. Unless stated in the purchase contract any other method of delivery, the Seller meets the obligation to deliver the thing to the Buyer at the time when the Seller invites in writing the Buyer to take over the goods from the factory or warehouse, thereby he enables him to dispose of the goods.
3. Method of delivery can be arranged particularly so that it will happen at the moment when the Seller shall send the ordered goods to the Buyer or his authorized person in the place of delivery specified in the order or delivery can be set at a moment when the goods are delivered to the first carrier to transport, whereas the van must be marked as a consignment of the Buyer.
4. The Seller is entitled to deliver the goods even before the deadline, which was agreed in the contract and even in this case is the buyer required to take over ordered goods from the Seller.
5. If the Buyer delays the receipt of goods or pay the price when the supply of goods and payment of the cost is to take place at the same time, the Seller may store the goods by himself at the expense of the Buyer or a third party and retain the goods until the buyer fails to pay these costs. The Seller in this case is not responsible for any defects in goods which can't be avoided in the available ordinary course of storage (e.g. corrosion, etc.).
6. The parties agree to reservation of the title in accordance with § 2132 of the Civil Code. The Buyer becomes the owner of the goods until the moment when the full purchase price is paid for delivered goods. The Seller is obliged to transfer the proprietary of goods to the Buyer, if the full purchase price will be paid. Until the property right to the goods will not be acquired by the Buyer according to this article, the Buyer is not entitled to dispose of the goods without the Seller's consent, especially to sell it, or else to produce it or make a lien to goods.
7. The Buyer is obliged while taking over the goods to make a tour of taken over goods. Delivery and receipt of goods between the Buyer and the Seller shall signify confirmation of the delivery note, which is made out by the Seller where is stated the goods, their quantity and species. Both parties shall mention any defects which are detected during the inspection of goods upon receipt, or which are otherwise as apparent defects. Specification of any defects in the delivery note, is not being used as a claim and is not considered as a settled claim. Written complaint in accordance with these GTC must be delivered to the Seller within 48 hours from receipt of goods. If the inspection fails immediately upon receipt of the goods, the Buyer is obliged to carry out by himself to potentially claim the obvious flaws in the period under this paragraph.
8. For delivery of the agreed quantity of goods, are the data crucial on the weight which is declared by the Seller. The delivery of agreed goods is considered as a delivery of goods within +, - 10% of the agreed amount in the purchase contract.
9. During a delay period of the Buyer with the fulfilment of obligation to the Seller, the Seller is not in default in delivering the goods, and such an act of the Seller is not a breach of the purchase contract.

IV. Payments and Settlement

1. The Buyer shall pay to the Seller the purchase price of the goods. The amount of the purchase price is agreed in the contract. The Seller is entitled to payment of the purchase price at the time of delivery of goods under the purchase contract. Unless otherwise agreed in the contract, the Seller will make out an invoice on receipt of goods to the Buyer for payment of the purchase price for the goods, with essentials of a tax document according to Act No. 254/2004 Coll. of value added tax, as amended.
2. The Buyer undertakes to provide all cooperation to the provider in securing the documentation required for exemption from value added tax, in particular (but not exclusively) the signature of the confirmation regarding the exemption from tax and the relevant CMR, all within 10 days of the delivery of the goods. In case that the buyer doesn't provide this cooperation within the specified period and the Seller doesn't receive confirmed documents from him, the Buyer acknowledges that the purchase price will be charged by the Seller including the relevant tax from the added tax.
3. The Buyer is obliged to pay the purchase price even for the part of delivered goods in amount corresponding to the price of partial delivery. The purchase price of goods delivered for each delivery is due at the time receiving the goods unless the Seller and the Buyer agrees in writing otherwise.
4. Unless all Buyer's due obligations are not paid to the Seller, including those that will arise from other agreements concluded between the parties, the Seller is entitled to withhold delivery of goods to the Buyer until the full payment of all such liabilities. If he will reach a delay of the Buyer with the repayment obligations for more than 21 days, the Seller shall be entitled to request payment for goods or cash advance, even if they are covered by obligations under the agreements between the parties which arise in the future.
5. The Seller is entitled to offset any claims against the Buyer, and even the monetary claims to the non-monetary ones and also due payables to the undue ones. In this case, the date of the due date of claims is considered as the date of their set-off. The object of the set-off claims can't be claims, which one of the parties considers as dispute.
6. If the buyer is in delay with the payment of several receivables, the performance by the buyer will be count by the seller the earliest valid obligation.

V. Contractual penalty

If the buyer is in arrears in paying the obligation arising from the contract with the Seller, the Seller has the right to demand payment of a contractual penalty by the Buyer in the amount of 0.1 % of the amount owed for each day of delay. The contractual penalty is valid on the day the Seller requests its payment from the Buyer.

VI. Warranty and Reclamation

1. The Seller is obliged to deliver the goods in agreed quantity (weight), quality and execution according to an agreement of the parties.
2. The Buyer is obliged to check the goods and make sure about its quality and quantity immediately after delivery. The Buyer is obliged to report identified defects 48 hours at the latest after delivery. The Buyer is obliged to report hidden defects after their discovery, within 6 months after delivery. Regulation § 2112 of the Civil Code will not be used for the purchase contract between the parties.

3. Complaints of goods are made in writing either by personal delivery of a written complaint of defective goods to the Seller or by postal or other delivery services, must be accompanied by documents certifying the validity of the claim and stating the proposal on how to resolve this case in justification of the complaint.
4. Claimed goods shall be stored separately until the settlement of the complaint and any disposal of such goods which could hinder or prevent examination of the claimed deficiencies without the prior written consent of the Seller is unacceptable. If the Buyer breaches an obligation under this paragraph, he may no longer lodge a claim arising out of alleged defects of the goods.
5. When claiming of goods, the Seller has the right to check the status of the claimed goods outright on the spot of detection.
6. If it is determined that the complaint is justified, the Seller ensures the defect removal within a reasonable or agreed time or supply replacement of goods or offer a discount on the purchase price.

VII. Force Majeure

1. The contracting parties are entitled to suspend the performance of their obligations under the purchase agreement for the duration of the circumstances excluding liability (hereinafter referred to as "force majeure"). Force majeure excludes liability for partial or complete non-fulfillment of obligations if this non-fulfillment happens as a result of force majeure.
2. Circumstances of force majeure will be considered as such unavoidable events that the contractual party invoking the exemption due to them could not predict at the time of negotiation and conclusion of the purchase contract., and further such events which prevent this party from fulfilling its obligations under the purchase agreement, such as quarantines, epidemics, fires, explosions, strong winds, earthquakes, floods, war, riots, uprising, strikes, seizure of metallurgical materials or products or any other event that is reasonably beyond the control of either party.
3. The contracting party invoking exemption due to force majeure, shall notify the other contracting party, without delay, but no later than within ten days of the occurrence of such a case, of the occurrence of circumstances that can be assessed as force majeure.
4. The performance deadlines are extended by the duration of the force majeure circumstances.

VIII. Rescission from the contract

1. The Seller has the right to withdraw from the contract or to withhold fulfilment until such time as the total purchase price will be paid off, if:
 - a) The Seller receives after the conclusion of credible information about the loss of Buyer's solvency and its ability to meet obligations under the contract, that is particularly serious deterioration of the property situation, if the buyer stops a payment, will be commenced an insolvency proceeding against him, will enter into liquidation and so on.
 - b) The rating agency after the conclusion of the contract will make a Buyer's rating worse or the insurance agency of the Seller will reduce or terminate the Buyer's limit.
 - c) The Buyer doesn't provide the Seller with cooperation according to Article IV, paragraph 2 of these GTC.
 - d) The Seller has withdrawn from any other contract with the Buyer for the reasons mentioned in this article.

IX. Final provisions

1. These General Terms and Conditions are effective from February 1st, 2022.