

Terms and Conditions

1. The seller hereby undertakes to deliver to the buyer the goods specified in the relevant purchase contract or framework purchase contract (hereinafter referred to as the 'purchase contract') on the date and at the price also specified therein (hereinafter referred to as the 'goods'). The buyer undertakes to accept the duly produced and ordered goods from the seller and pay the seller the purchase price for them. The duty to deliver the goods and to meet the dates of delivery shall be extended by the period during which the seller is unable to fulfil their duties hereunder for reasons beyond their control and by the period during which the buyer is late complying with their duties (late delivery of production materials, etc.).
 2. If the buyer requests any changes to the goods (different graphic design, change of colours, modification of the text, etc.) after the agreement on the essential elements of the purchase contract has been reached, the seller shall stop the production of the goods according to the original. However, the buyer shall reimburse the seller for all goods (whether manufactured or work in progress) and provide the seller with a one-off compensation up to the amount of the costs incurred so far or any additional costs to cover losses in production, etc.
 3. The buyer declares that they have ordered the goods from the seller also with regard to the obligations imposed on them by binding legislation, e.g. the Packaging Act, relating in particular to packaging waste prevention.
 4. If the production of the goods to be produced for the buyer involves the manufacture of a stamping die or other technical fixture as part of preparations for the production, the seller shall have the stamping die manufactured at the buyer's expense, provided that once the order is finished, the seller shall store the die properly for possible future use. If the stamping die is not surrendered to the buyer or used for a period of 4 years, starting from the date of payment for the order and ending on the last day of the 48th month from the date of payment for the order, the seller may dispose of it at their own expense without no further notice to the buyer once the stamping die is removed from the records. This arrangement expressly does not apply where the buyer expressly indicates in the order that they will deliver the stamping die or other technical fixtures usable with the seller's machines to the seller by the commencement of production at the latest. If the buyer demands that the seller surrender the stamping die or other production fixtures following completion of the delivery, the seller shall be required to hand the items over to the buyer as long as all the goods have been paid for by then and, presuming the stamping die or other production fixtures are in the possession of the seller, also after payment of the price of these items.
 5. The purchase price of the goods shall be payable against an invoice issued by the seller. The seller may issue an invoice for each, even partial, delivery to the buyer.
 6. The seller, as a VAT payer, adds value added tax to the agreed price of the goods at its statutory rate at the time of performance.
 7. The right of ownership of the goods shall only pass from the seller to the buyer upon full payment of the purchase price of the goods. The risk of damage to the goods shall pass to the buyer upon acceptance.
 8. If it has been agreed between the seller and the buyer that the goods will be shipped to the buyer and the seller will arrange the transportation, the delivery of the goods shall take effect once the goods are transmitted to the first carrier for transport. Payments for the transport, the risks and obligations between the carrier, the buyer and the seller are based on the specifically agreed terms in the purchase contract.
 9. The place of performance for all the obligations hereunder shall be the location of the registered office of the seller.
 10. The buyer shall accept the goods by confirming the delivery note or other document proving receipt of the goods.
 11. The price for the transport of the goods shall be recharged to the buyer at the actual cost incurred, unless otherwise agreed between the buyer and the seller in the purchase contract.
 12. If the goods are damaged during transport, the buyer undertakes to take all necessary legal actions to properly exercise their defect liability claims, in particular draw up a report with the carrier on the type and extent of damage to the goods immediately after taking over the goods, or refuse to receive the damaged goods.
 13. Unless otherwise agreed, the seller shall deliver the goods on EUR pallets, the price of which will be charged to the Buyer upon delivery of the goods.
 14. The buyer may return the transport pallets to the seller within the agreed time limit provided that they are not damaged or excessively worn and the delivery note and the label on the pallets clearly indicate the buyer. Damaged or excessively worn pallets will not be accepted by the seller.
 15. Unless otherwise specified, the goods shall be deemed to have been duly delivered in accordance with the purchase contract if any quantity deviations of the goods delivered to the buyer are within a tolerance of +/-5%.
 16. The quality of the products shall be assessed according to the applicable technical and delivery terms (www.grafobal.cz).
 17. In the event that the delivered goods show defects in quality or quantity, the buyer may notify the seller of such defects in writing in a timely manner (claim the goods) and include a description of the defects and how they manifest themselves. Unless otherwise agreed, the buyer is required to send the seller the claimed goods, or at least a sample of them, for examination of the defect. Obvious defects in the goods (especially defects in quantity) must be notified by the buyer immediately upon receipt of the goods by writing in the delivery note or other document proving receipt of the goods, otherwise the defect liability claim is forfeited. The buyer is entitled to claim other defects without undue delay after the passage of risk of damage to the goods; otherwise the defect liability claim is forfeited.
 18. If the seller receives the buyer's complaint, they are required to comment on it without undue delay, i.e., state whether or not they acknowledge the noted defect or, where they do not acknowledge it, indicate the reason for the rejection. A complaint filed is without prejudice to the buyer's duty to pay the purchase price within the payment term. The buyer and the seller exclude the application of the provisions of Sections 1911, 1912 and 2108 of the Civil Code.
 19. In the complaint, the buyer shall assert one of their defect liability claims listed in the relevant provisions of the Civil Code and the purchase contract.
 20. In the event of defective performance, the buyer is entitled to a reasonable discount from the price of the goods if the defect cannot be eliminated through delivery of any missing quantity or part of the goods. If the defects in the ordered and delivered goods are of such a nature that the goods will be unusable for the buyer with regard to non-functionality or other defect that makes it impossible for the goods to be used, the buyer has the right to have the delivered goods rectified (hereinafter referred to as replacement goods) depending on the nature of the defect. If the ordered goods delivered by the seller to the buyer are free of defects and the buyer subsequently finds that the ordered goods are unusable for them, the very situation does not constitute a defect in the goods, the buyer does not have any defect liability claims in relation to such a situation and the seller is not obliged to provide the buyer with any replacement goods. The replacement goods must then be delivered within the time limit agreed by the parties, taking into account the technological and other production capacities of the seller. The buyer must include in the complaint a detailed description of why the previously delivered goods are unfit for their purpose.
- If the seller accepts the complaint, the seller shall remove the defect at their discretion either by delivering new goods, repairing the existing goods or by providing a reasonable discount from the purchase price. The parties have agreed to exclude any other claims, in particular extra costs, damages including lost profits and substitute production.
- The seller is then entitled to take back the originally delivered goods at their own expense, unless they have already been returned for repair and redelivery. The actual repair of the defective goods by the buyer shall not establish any particular rights of the buyer against the seller. No further rights shall accrue to the buyer against the seller if the seller duly settles the complaint.
21. The parties may withdraw from the purchase contract in the event of a material breach of the duties by either party if the defects are not removed even after the lapse of a reasonable time limit set out in a written notice sent by the party and demanding that the duty concerned is met within a grace time limit provided. The withdrawal must be made in writing and delivered to the other party.
 22. The parties agree that a delay in delivery of the goods for more than 14 days and a delay in payment of the purchase price of the goods for more than 14 days shall be considered a material breach of the purchase contract.
 23. The parties undertake to ensure that any disputes arising out of or in connection with the purchase contract shall be resolved amicably in the first place, by agreement between the parties. If, however, the parties fail to reach an amicable agreement immediately after the dispute arises, then any disputes arising out of or in connection with the purchase contract shall be submitted for settlement exclusively to the court of competent jurisdiction at the place of the seller's registered office on the date of filing the action.
 24. These terms and conditions of the purchase contract are drawn up in two counterparts, one for each party.
 25. The parties agree that this arrangement is an expression of their true, serious and free will, free from mistake and duress. In witness whereof, they append their signatures below.