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## **Terms and Conditions of Sale and Delivery**

### **1. GENERAL**

1.1 These Terms and Conditions of Sale and Delivery form an integral part of the Purchase Agreement concluded between the Seller and the Buyer pursuant to the provisions of Section 1751 et seq. of Act No. 89/2012 Sb., the Civil Code.

1.2 The rights and obligations not stipulated by these Terms and Conditions are governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code.

1.3 Changes or amendments to these Terms and Conditions shall only be valid upon a written agreement of both Parties.

### **2. BASIC PROVISIONS**

2.1 The Seller undertakes to sell and deliver the goods to the Buyer in accordance with the duly concluded Purchase Agreement.

2.2 The Buyer undertakes to accept the relevant goods and pay the agreed purchase price.

2.3 The subject-matter of the agreement is stipulated in the Purchase Agreement and mutually agreed with the design documentation. The approval of the design documentation is not required for the delivery of standard products.

### **3. CONCLUSION OF THE AGREEMENT**

3.1 The Buyer shall confirm the draft Purchase Agreement submitted by the Seller in writing within three days, and the Seller is bound by such draft within this period. If the Buyer does not respond within this period, the draft Purchase Agreement is deemed approved on all points.

3.2 Prices of goods are set by agreement between the Parties. For each delivery, the price listed in the Purchase Agreement applies.

3.3 If, for any reason, the Buyer cancels the order, the Seller is entitled to charge all costs incurred in connection with the order.

### **4. DELIVERY OF THE GOODS AND TRANSFER OF OWNERSHIP TITLE**

4.1 Unless agreed otherwise, the Seller undertakes to deliver the goods to the Buyer at the place of performance at the Buyer's expense in accordance with the Purchase Agreement.

4.2 The Seller is obligated to deliver the goods on the date set out in the Purchase Agreement or before such an agreed date.

4.3 The Buyer is obligated to accept the goods in accordance with the terms of the Purchase Agreement, but no later than 30 days as of the date set out in the Purchase Agreement. If the Buyer fails to accept the goods within this deadline, the Buyer will be charged a storage fee in the amount of 0.1% of the purchase price per each day of delay, and the Buyer is obligated to pay such a fee.



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4.4. In accordance with the provisions of Section 2132 of Act No. 89/2012 Sb., the Civil Code, the Seller applies the reservation of ownership title. The Buyer acquires the ownership title to the subject of purchase only upon the payment of the purchase price in full. However, the risk of damage to the subject of purchase is transferred to the Buyer upon its acceptance.

## **5. TERMS OF PAYMENT**

5.1 The Seller is entitled to charge the agreed price of the goods, and the Buyer is obligated to pay such price before the due date and in a manner agreed in the Purchase Agreement.

5.2 Overdue receivables from the Buyer entitle the Seller to change the delivery date or to withdraw from the Purchase Agreement in its entirety.

## **6. PENALTIES FOR LATE PAYMENT**

6.1 In the event that the Buyer fails to pay the invoice before the due date of the invoice, the Seller is entitled to claim contractual default interest in the amount of 0.1% of the purchase price of the goods per each commenced day of delay from the Buyer, and the Buyer is obliged to pay such penalty upon the Seller's request.

## **7. QUALITY AND DESIGN OF THE GOODS**

7.1 The Seller is obligated to deliver the goods in the quality and design specified in the Purchase Agreement or the usual quality.

7.2 If the quality or design of the goods is prescribed by national technical standards, such standards are binding for both Parties.

## **8. LIABILITY FOR DEFECTS**

8.1 The assessment of liability for defects is governed by Act No. 89/2012 Sb., the Civil Code, in particular, by the provisions of Section 2099 et seq.

8.2 The Seller does not provide compensation for defective products in the amount of up to 1% of the delivered quantity of one type of product, as such quantity is not considered a defect.

8.3 Non-compliance of goods must always be proven with a sample, and the non-compliant quantity of the goods must be returned to the Seller unless the Seller and the Buyer agree otherwise. The Seller undertakes to comment on the warranty complaint within 30 days as of the receipt of the sample of non-compliant goods or returned items.

8.4. The Buyer is obligated to report the non-compliance immediately after identifying such defects so that timely corrective measures for further production can be taken.

8.5 The Buyer is obligated to inspect the integrity of the packaging and quantity of the goods upon its acceptance and record any non-compliance in the transport documents with the carrier and report it to the Seller immediately. Later warranty complaints do not establish the Buyer's rights from defective performance and will not be taken into account.



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## **9. ACCEPTANCE OF THE GOODS**

9.1 All shipments sent by J. JINDRA are weighed before loading. The weight is indicated in the delivery note.

9.2 A warranty complaint concerning quantity is accepted in the case the Buyer demonstrably weighs the shipment upon its acceptance and confirms the weight in the delivery note.

## **10. PACKAGING**

10.1 The Seller shall use the usual packaging for the goods and include the dispatch note and information on the contents. The usual packaging methods include metal containers lined with corrugated cardboard or MARS metal boxes for forged parts or cardboard boxes on wooden pallets for workpieces.

10.2. A different packaging method may be agreed upon. The relevant packing method is specified in the packaging document for the given product. In the case the Buyer's packaging is used (custom packaging), the Seller undertakes to use the packaging solely for the Buyer's products.

10.3 Metal containers and MARS boxes are considered reusable packaging. Pallets and cardboard boxes are charged on delivery and are not reusable unless agreed otherwise. The Buyer is obligated to return the reusable packaging to the Seller's registered office within one month as of the delivery of the order.

10.4 The Buyer is obligated to return the reusable packaging at its own expense unless otherwise agreed with the Seller.

10.5 In the event that the packaging is returned contaminated or damaged, the Seller is entitled either not to accept the packaging and return it to the Buyer or charge the Buyer for the cleaning of the packaging or compensation of damage.

10.6 In the event that the packaging is returned contaminated or damaged, the Seller is entitled either not to accept the packaging and return it to the Buyer or charge the Buyer for the cleaning of the packaging or compensation of damage.

## **11. PROROGATION CLAUSE**

11.1. In the event the Seller and the Buyer are both business entities, the Parties determine, in accordance with the provisions of Section 89a of Act No. 99/1963 Sb., the Civil Procedure Code, that the court of the first instance with the relevant territorial jurisdiction with respect to any disputes concerning the relations arising from business activities based on agreements concluded pursuant to these Terms and Conditions is the District Court in Ústí nad Orlicí.