

I. Arising of Contract

1. The original of the Purchase Contract, or the order, (hereinafter referred to as the PC) duly signed or confirmed by authorized representatives of the buyer and the seller is considered to be concluded PC. The PC is always in writing. All changes and additions to the PC must be in writing, mutually signed or confirmed by authorized persons, otherwise they are considered invalid.
2. Oral or written agreements, made before the date of signing the PC by both parties, which relate to later concluded PC, became invalid unless they were not included in the PC or if they are not in compliance with these GTC.
3. These GTC are an integral part of every PC. Any deviations from these conditions shall be valid only if both contracting parties agree on them. In case of conflict between the provisions of the PC and GTC, the provisions of the PC shall govern. Seller / buyer will not accept any unilateral change to these conditions specified by seller / buyer in his documents and correspondence that is in conflict with PC or GTC of which limits them.

II. Prices

1. The price agreement is considered to be an essential requirement without which (or at least without an agreement on the method of pricing) the PC will not come into effect. The purchase price is fixed by agreement as a fixed price. Unless agreed otherwise, the price does not include the cost of packaging, transportation to the place of delivery and insurance.

III. Payment Terms

1. Seller has the right to issue an invoice with a due date of 14 days after the fulfilment of the subject matter of the PC, unless agreed otherwise.
2. The invoice will contain at least the following elements:
 - * Invoice ref. number, buyer's name, address, tax identification number, company registration number and bank details,
 - * seller's name, address, tax identification number, company registration number and bank details,
 - * order number and number of the PC,
 - * extent and subject of the PC,
 - * total invoiced amount,
 - * all the details of the tax document according to Act. No. 235/2004 Coll., as amended,
 - * invoice issue date, delivery date,
 - * tax point,
 - * payment due date.
3. Buyer is entitled to return to seller before the due date the invoice that does not contain any of the above stated requisites, or will have substantial discrepancies in the content.
4. Seller is obliged to revise the invoice according to the nature of the defects, or to issue a new invoice. By returning the invoice, the original due date shall cease to run and shall commence again of the due date of delivery of corrected or newly issued invoice
5. Buyer shall have the right to charge a contractual penalty for which he / she was entitled to an unpaid invoice.

6. In case of late payment of the invoice the parties agreed a default interest of 0,05 % of the invoiced amount for each commenced day of default.

IV. Delivery Terms

1. Delivery term is set in the PC. The date of delivery of the goods or the date of execution of the works is binding. Seller is obliged to notify buyer without undue delay the occurrence of circumstances that could be the reason for delayed performance of the PC. Buyer has the right to decide whether to accept a new performance date or whether to cancel the PC.
2. Seller is responsible for proper performance under this contract within the given date and quality. In case of non-fulfilment of this obligation, seller is obliged to pay a contractual penalty of 0,05% of the total price of the subject matter of the contract also for each commenced day of default. This is without prejudice to the buyer's right to compensation. Circumstances excluding liability for defects do not affect the obligation to pay a contractual penalty. Seller is not in delay with delivery if there are outstanding commitments on the part of buyer.
3. Party that has breached its obligation will pay a contractual penalty to the account of the injured party within 14 days of receipt of the contractual penalty unless it has been credited for an unpaid invoice.
4. The injured party is entitled to claim for damages arising out of breach of the obligations even in cases where they are subject to the contractual penalty.

V. Quality Warranty

1. Warranty: 12 months from the date of assembly and commencement of operation unless otherwise stated in the PC. Quickly wearing parts with a life of expectancy of up to 1 year are excluded from this warranty period.
2. The warranty cannot be claimed in the case of improper installation, failure to observe the principles and procedures defined in the assembly operating regulation, then at the time buyer has any outstanding obligations towards seller.

VI. Documentation

1. Seller is obliged to supply "Documentation" to the subject matter of the contract to the extent stipulated by valid statutory instruments at the time of conclusion of the contract, and others, if so contractually agreed in the PC. Additional requirements to the extent of "Documentation" are subject to confirmation by both contracting parties for a fee, unless agreed otherwise.

VII. Liability for Defects, Complaints

1. Seller is obliged to deliver goods including documentation in the scope and quality agreed in the PC. Goods must comply with the purpose of its use, regulations and applicable technical standards. If seller violates these duties, goods have defects.
2. Complaints are considered to be timely if they are applied immediately upon discovery. Obvious defects must be notified to buyer no later than 1 week after delivery of goods. Hidden defects are covered by the warranty period in accordance with the Section V. point 1 of these GTC.

3. Buyer has the right to remove the defect claimed by his / her own personnel or by a third party at the risk and expense of seller and claim damages or deduction of the costs of removal of the defects on the unpaid invoice, only in the case of the contractual agreement in the PC, or by mutual agreement.

VIII. Risk of damage to goods

1. Risk of damage to goods shall pass to buyer upon passing the goods over the public carrier.

IX. Place of delivery, fulfilment

1. The contract is fulfilled by taking delivery of goods by buyer in the business premises of seller, or at the delivery address stated in the PC or by passing the goods over to the public carrier. Taking delivery is confirmed by signing a take-over protocol or delivery note. The accompanying document and certificates according to ČSN EN 10204, 3.1, and if necessary other requirements stated in the PC, are also an integral part of the subject matter of the performance for the valves.
2. Unless otherwise stated in the PC, contractual relationship is governed by the Law of the Czech Republic.
3. Seller's delay in delivering goods is a substantial breach of his / her contractual obligations.

X. Contract Cancellation

1. In case buyer cancels the purchase contract, seller is entitled to claim a contractual fine of 40% of the total contract value. This is without prejudice to the seller's right to compensation for damage related to the accounting of the expense incurred for the realization of the subject matter of the PC. The invoice due date is 14 days from the date of issue.

XI. Arbitration Clause

1. Buyer and seller will make all efforts to settle any disputes arising out of or in connection with a contractual relationship especially by mutual agreement. Any disputes in the course of implementation shall be finally settled through court proceedings in accordance with the applicable Law of the Czech Republic, agreed by the court. The jurisdiction of the court is given by an agreement, which is the District Court in Opava, or Regional Court in Ostrava.

XII. General Provisions

1. These general terms and conditions are effective as of 01 January 2011, being an integral part of the PC.

In Opava, date:

On behalf of seller:
- *signature, stamp*

On behalf of buyer:
- *signature, stamp*