

Westfalia Metal s.r.o.

General terms and conditions

1. Entering into the contract

We only issue orders according to the following ordering terms and conditions, even if we do not explicitly refer to this in the future. Different terms and conditions only apply if we have approved them in writing. We do not accept other delivery conditions stated in the order confirmation, even if we do not explicitly object after receiving the order confirmation. They do not become part of the contract. Partial payments and acceptance of partial deliveries by us do not imply acceptance of terms and conditions deviating from our ordering conditions.

Only orders placed or confirmed in writing by our purchasing department are binding for us. Verbal promises, including over the telephone, are not binding for us. We may withdraw written requests and orders if they are not confirmed within 14 days.

2. Prices, surcharges on packaging costs

Unless otherwise agreed, the prices are fixed and will be understood to include delivery to the recipient in accordance with clause 5.

3. Payment / Assignment of claims

Payments are made by the payment means of our choice and according to the agreed terms and conditions. Unless otherwise agreed, we pay within 30 days after receipt of the invoice with a 3% discount or net within 60 days. If we receive the invoice before the goods, the payment terms start when we receive the last part of the delivery. We are not in default without a reminder.

If we receive deliveries early, payment is due according to the agreed delivery date.

In the event of a defective delivery, we are entitled to withhold payment until proper fulfilment.

The number of units, weights and measures found in our factory are decisive for payment.

If we pay advances in exceptional cases, we are entitled to request a guarantee from the supplier.

Assignment of claims for supplies and services provided to us is ineffective without our written consent. When the goods are dispatched, a duplicate invoice must be sent to us immediately.

4. Delivery deadlines

The delivery date and delivery and performance deadlines are binding.

If the supplier is in delay with the delivery or service, we can claim compensation for the damage caused by the delay. We are also entitled to set a reasonable additional period and, upon its expiry with unsuccessful delivery without further notice, to claim damages for non-performance or to withdraw from the contract. Acceptance of late deliveries will in no way constitute a waiver of any claims for damages.

In the event that the supplier foresees difficulties in the purchase of materials or in production, or that circumstances beyond its control arise that might prevent it from delivering on time and to the required quality, the supplier must immediately notify our purchasing department. If it fails to do so, it will be liable in the same manner as in the case of a default of delivery caused by it.

In the event of strikes and interrupted operation, as well as in the case of force majeure, we are exempt from the obligation of acceptance for the duration of the event.

In such cases, as well as in the event of interrupted operation or insolvency of our customers, we will be entitled, at our discretion, to demand delivery later than the agreed date or to withdraw from the contract to the extent that the supplier has not yet fulfilled it, without the supplier thereby incurring any claims for damages against us.

5. Dispatch, costs, expenses

Dispatch will be at no cost and at the supplier's expense and risk. If the price is agreed from the supplier's factory, shipments are transported at the lowest cost, unless we explicitly prescribe a specific mode of transport.

The supplier will be liable for any additional costs that may be required for expedited transport in order to meet the delivery deadline.

The risk is transferred to us as soon as the goods arrive at our factory and are duly handed over at the relevant receiving point.

6. Warranty

The supplier guarantees that the delivery is free from defects and that the delivery or service conforms to the written agreements, specifications and samples on the basis of which it is made, as well as to the applicable standards and the recognised latest applicable statutory and official regulations, in particular occupational safety regulations, up to 30 months after delivery, unless otherwise agreed in the individual case. A written complaint of a defect extends the limitation period by six months. The limitation periods correspond to the statutory periods plus 6 months.

In the case of material defects, it is presumed for a period of 6 months that the defect already existed when the risk passed. Our warranty claims comply with the legal rules.

In the case of gross defects and incomplete deliveries, the supplier waives the objection of a late claim.

A minimum time limit of two weeks applies to the requirements under sections 425 and 427 of the Commercial Code.

The return of the claimed goods is at the expense and risk of the supplier.

If, in our opinion, this is an emergency case or if the supplier fails to fulfil its warranty obligations immediately, we are entitled to replace or refund the defective parts at the supplier's expense and to remedy the resulting damage.

If we have had to spend material and wages unnecessarily due to a defect, the supplier is obliged to reimburse these costs.

7. Liability claims

If claims arise against us due to defects in the goods on the basis of facts that are legally subject to liability claims (especially in terms of liability under the Product Liability Act) or due to a breach of safety regulations, the supplier is obliged to assume this liability if its delivery or service was defective and caused damage.

8. Provision of material

Material of any kind provided by us will remain our property and may only be used as intended.

All the machining and processing is done for us without any obligation. The resultant work remains our property. If used in combination with foreign material, we obtain co-ownership in a ratio corresponding to the ratio of the provided material to the combined foreign material.

The material provided is stored clearly and separately and marked as our property. The supplier will insure this material against fire, water, theft and other catastrophes at its own expense. Any attempts by third parties to seize the material must be reported to us immediately, the cost of the necessary intervention being borne by the supplier.

9. Protection rights, confidentiality

The supplier warrants that no patents or other proprietary rights of third parties, whether domestic or foreign, are infringed by its delivery or its service or the use thereof, unless it is exclusively our developed product.

In particular, the supplier will be liable for all damage incurred by us, our customers and our successors caused by a breach of such a protection right, including legal and extra-legal costs, if any.

The Supplier must treat our orders and all related commercial and technical specifications as trade secrets. It must also impose this obligation on its subcontractors, if any.

The supplier may only refer to this business relationship for advertising purposes with our prior written consent.

10. Production facilities

Unless otherwise agreed in writing, the supplier will bear the costs for the manufacture of the production facilities necessary for the production of the object of delivery as well as the costs for maintenance and renovation.

In the event that we bear the costs for the manufacture of production facilities manufactured or procured by a supplier, such production facilities will become our property upon approval of the samples. The supplier does not transfer these production facilities but keeps them for us. Such production facilities may only be used for supplies intended for us.

These production facilities must be sent to us free of charge at any time on request, unless they serve to fulfil current delivery obligations. The supplier will bear the risk of loss or damage to these production facilities until the handover.

The production facilities as well as the documents we make available to the supplier, samples, drawings, models, etc. must be returned to us free of charge if they are no longer required for the delivery. Products that have been produced according to our documents or our confidential data or with our tools may not be used by the supplier itself or offered or supplied to third parties. This also applies to our print jobs.

11. Work in our plants

Persons carrying out work in the plant premises while performing the contract must comply with the instructions for entering the plant. They must also comply with the relevant rules of operation. The relevant occupational safety regulations applicable to our plant can be consulted at any time.

Liability for injuries to such persons on the premises will be excluded unless such an injury was caused by the intentional or grossly negligent acts of management or supervisors.

12. Place of performance and jurisdiction

The place of performance for supplies and services will be the place of receipt specified by us. The court with jurisdiction is in Brno. We are also entitled, at our discretion, to sue the supplier in the court of general jurisdiction.

13. Severability provision – applied law

If individual provisions become ineffective in whole or in part, the others will remain in force. Legal relations are governed exclusively by Czech substantive law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

Receipt of goods:

Monday–Friday: 6:00 am–9:00 pm.

Registered office Hustopeče . Regional Court Brno . Entry in the Commercial Register, File No. C 39315
Limited liability company: Westfalia Metal s.r.o. . Registered office Hustopeče . Regional Court Brno . Entry in the Commercial Register, File No. C 39315

Executive Directors: Ing. Tomáš Dvořák, Dr. Marcos-Felipe Michaelsen

ČSOB Brno, Milady Horákové 6, 601 79 Brno SWIFT: CEKOCZPP

CZK – account no. 8010-0703311403/0300 IBAN: CZ14 0300 0080 1007 0331 1403

EUR – account no. 030000-31140280/0300 IBAN: CZ97 0300 1712 8007 0331 1403

Commerzbank, Prague branch, Ostrava office SWIFT: COBACZP

CZK – account no. 50017302/6200 IBAN: CZ67 6200 0062 1800 5001 7302

EUR – account no. 5001730/6200 IBAN: CZ08 6200 0000 0000 5001 7302

VAT ID: CZ 262 39 680. ID: 262 39 680