



GENERAL TERMS AND CONDITIONS

I. General provisions

1. These General Terms and Conditions (GTC) of ELASTA – VESTIL, a.s. with registered offices Krucemburk 582 66, Tkalcovská 82 (the 'Seller') apply to all deliveries of the Seller's goods to all natural and legal persons (the 'Buyer') and are an integral part of Purchase Contracts concluded between the Seller and the Buyer (the 'Parties').
2. Explicit agreements of the Parties in their Purchase Contract, or confirmation of the Seller's order where different from these General Terms and Conditions take precedence over the provisions of these General Terms and Conditions.
3. The Buyer's proposals (or orders) must be made in writing. The Buyer's order must include – business trading name, registered office, tax identification number, place of delivery of goods, specification, goods labelling and goods ordered.
4. The Seller shall confirm the Buyer's written order in writing in the form of an Order Confirmation or Purchase Contract, within 2 working days of its receipt. The Order Confirmation, Purchase Contract must include – Seller's business trading name, Seller's registered office, tax identification number, Buyer's business name, registered office, tax identification number, place of delivery, quantity, goods labelling, unit price, total price of the proposal as per the valid price list, date of dispatch to the Buyer's company, reference to the Seller's GTC, signature (where appropriate electronic signature) by an Authorised Representative.
The Seller reserves the right to indicate partial changes to the Buyer's order with due regard to production capacity.
5. Each Purchase Contract arises whenever the Seller confirms the Buyer's proposal in writing within the agreed deadline. Acceptance of the Buyer's order takes effect when consent to the proposal is given to the Buyer. If the Buyer does not respond within 24 hours to the sent Order Confirmation, Purchase Contract, including any partial changes, the Parties deem inaction by the Buyer to express the contract having been entered into to its full extent including partial changes.
6. The Order Confirmation, Purchase Contract is the only valid and complete document between the Parties in each particular case. All the Parties' previous arrangements in each particular case, whether written or oral, are superseded by the Purchase Contract entered into.
7. The subject of contract are solely the goods expressly mentioned and specified in the Purchase Contract, Order Confirmation.
8. For the purposes of these GTC, delivery of a document shall be deemed to include delivery by electronic means of communication, namely by fax or email, provided that the substance content of the legal act and identification of the person who performed the legal act are clearly recorded in it.
9. The Buyer is responsible for any other data that they require to be stated on the goods.
10. The usual delivery time is 4-6 weeks for orders going into production. The minimum quantity of goods for production is 1,000 metres or 400 items of suspenders/braces. When selling from inventory, the minimum quantity is the smallest feasible quantity.
11. In the case of patterning for jacquard looms (for ribbons with a logo, inscription, etc.), the Buyer is obliged to pay a deposit for the patterning in the amount of 2,500 CZK, which is returnable after delivery of 1,000 meters or 400 items of suspenders/braces. The order must be placed within one calendar month of approving the patterning. If the goods are ordered after a longer time, the deposit is not returnable. The Buyer commits to buying the manufactured quantity in full.

II. Terms of Delivery

12. The Seller is obliged to deliver the goods ordered by the Buyer within the time limit specified in the Purchase Contract or Order Confirmation. Each agreed delivery to the Buyer will be accompanied by a delivery note with the following basic data – delivery note number, date, identification of the Seller, Buyer, goods item code, quantity supplied.
13. In the event that the delivery deadline cannot be met for reasons of force majeure or other objective reasons, e.g. production capacity or equipment failures, the Seller is obliged to inform the Buyer without undue delay of the change of delivery timescale by the unavoidable extra time, on the condition that the delivery of the goods within the said period is deemed to be the proper fulfilment of the Seller's obligation.
14. Delivery of the goods ordered shall be carried out according to Incoterms 2010, EXW, unless otherwise agreed.
15. The goods shall be delivered within a tolerance of +10% of the agreed quantity.
16. The goods are packed in cartons in bundles of 25 and 50 metres, or otherwise as agreed, and marked with a label. Based on customer requirements the goods may be shrink-wrapped or in microtene bags. Larger orders are on EUR pallets, which, unless charged for, remain the property of the Seller and must be returned within 30 days. After exceeding this deadline, pallets will be charged for at current prices, unless otherwise agreed.
17. Ready-made suspenders/braces, – brace straps are tested for separation from the fabric to the DIN standard by the supplier of the brace straps, with a 100N force. Exceeding this tensile force may cause separation and injury.
18. The Buyer is obliged to take delivery of the delivered goods and confirm receipt of the goods on the delivery note. Irregularities in the delivery of goods, which are identifiable from the accompanying documents and the labelling of the goods and any evident defects must in all cases be reported on the delivery note and signed by the driver as well as the representative of the recipient. Otherwise no objection shall be considered.
19. If the Buyer arranges their own goods transport, the Seller shall store the goods free of charge for at most 2 days from the date of dispatch agreed in the Purchase Contract, Order Confirmation. After this period, the Seller is entitled to charge the Buyer storage costs of 25 CZK/m²/day, the stated price of storage being understood as stated ex VAT.
20. The Seller shall package the goods in a manner usual in the course of trade. In case of doubt as to what constitutes the usual packaging, the Seller's view shall prevail.
21. Delivery of the goods shall take place by the demonstrable handing over of the goods to the Buyer at the Seller's registered office or by handing over to the initial carrier for transport to the agreed place for the Buyer. The risk of damage to the goods passes to the Buyer at the moment of taking delivery or their handover for transport, ownership of the goods passes to the Buyer at the moment of payment for the goods. The Buyer is obliged to confirm receipt at the time of delivery by a person authorised to act on behalf of the Buyer.

III. Price of goods and payment terms

22. The purchase price for the goods is agreed on the date of conclusion of the contract according to the prices set on that date in the Seller's price lists or in the Seller's written proposals respectively. These prices are understood to be before statutory value added tax.
23. The Seller's invoices are due within 14 days from the date of their issue by bank transfer to the Seller's account, unless otherwise agreed.
24. If the Buyer is in default of payment of the purchase price, the Seller is entitled to withhold unfulfilled deliveries from all contracts entered into with the Buyer and not yet realized, without this act being considered a breach of the Seller's obligation.
25. The Buyer's payment obligation is fulfilled by crediting the due amount to the Seller's account.
26. If the Buyer is in arrears with the payment of the purchase price, the Seller is entitled to charge interest at the rate of 0.05% of the amount due for each commenced day of delay.

IV. Rights from defective performance

27. The Buyer undertakes to report apparent defects, including quantity defects on the delivery note and to make written representation no later than 3 working days from the date of receipt of the goods.
28. The permitted percentage of defective products is up to 4% per order.
29. The Buyer undertakes to report hidden defects in writing no later than 3 working days from the date of their detection, no later than 6 months after receipt of the goods.
30. In the event of detecting a defect, the Buyer undertakes to inform the Seller about the nature and extent of the defect and to identify the defective goods with reference to the Seller's delivery note.
31. In the event that the Buyer finds minor discrepancies, which the Buyer does not intend to resolve in the form of a complaint, they shall inform the Seller by way of an advisory (feedback) note without delay. The feedback must reference the delivery note, the identification label of the goods, the quantity and designation of the goods.
32. In the event of claims arising from defective performance or quality assurance, the Seller undertakes to settle within 15 working days of the date of written recognition of the defects. The Buyer accepts this method of settling claims arising from any defective performance and declares this to be their chosen form of rights redress within the meaning of § 2106 of the Civil Code.
33. The Seller is liable for damage suffered by the Buyer as a result of or in connection with the supply of goods under these GTC up to the value of the price of the delivered goods, but only if none of the circumstances exonerating the Seller's from liability should apply. A circumstance exonerating the Seller's from liability shall always apply if the damage was caused by force majeure, including strikes, closures, blockades, fire, flooding, transport breakdowns; failures in the supply of energy and raw materials, emergencies and operating failures beyond the Seller's responsibility.
34. The Seller is not responsible for defects in the goods caused by improper or inexperienced handling of the goods or for damage to the goods caused by improper storage or improper transport.
35. The Seller is not responsible for consequences and costs when the Buyer repairs the goods or has them repaired by a third party, without the prior written consent of the Seller.

V. Closing provisions

36. The relations governed by these GTC are governed by the applicable law of the Czech Republic. The Contracting Parties agree that legal relations concerning deliveries of goods under these GTC will be governed by the provisions of Act No. 89/2012 Coll., the Civil Code as in force at the time of entering into the mercantile relationship. The Buyer is not entitled to transfer their rights and obligations under contracts in any form other than written and then only with the Seller's prior written consent. Breach of these contractual obligations renders such legal arrangements null and void.
37. The territorial jurisdiction of the court for all disputes arising out of or in connection with the supply of goods under these GTC is governed by the Seller's registered office. However, the Seller is also entitled to make their claims in the Buyer's ordinary court of jurisdiction.
38. These GTC take effect on 23. 10. 2020 and have been published on our website <https://www.elasta-vestil.cz/>.

In Krucemburk, dated 23.10. 2020