

Terms and Conditions of Sales

1. These terms and conditions determine the part of the content of each contract between the customer and the supplier under which the supplier agrees to deliver the goods the customer and to enable him to come into possession of the goods, while at the same time the customer agrees to accept the goods and to pay for it the supplier an agreed price (hereinafter referred to as "agreement").
2. The supplier means the company company Decoleta, a.s., with the registered office at Praha 1, Nový Svět 89/4, Postal Code: 118 00, Czech republic, Company identification number 27725103, incorporated in the Companies register kept by the Regional court in Brno, Section B, insert 4870.
Operation: Jihlava, Hruškové Dvory 58, PSČ 586 01
3. The goods mean movable things or works specified in more detail in the offer of the supplier. These Terms and conditions of sales shall apply mutatis mutandis in the case that the supplier provides for the customer other business activity, results of creative intellectual activity or services (hereinafter referred to as "goods").
4. The offers of the supplier are binding only when the binding is expressed in them. The contractual relationship arises only after the unconditional acceptance of the offer. It is excluded to accept the offer with reservation, change or with differing condition or reference to other terms and conditions.
5. Unless otherwise stated in the offer, the prices given in it do not include shipping costs, assembly or installation costs, licences, insurance costs, duties or other charges, they are also given without value added tax, which will be added to the price at the current legal rate.
6. The supplier shall deliver the goods to order according to the customer's instructions, drawings or other written specifications, and in the desired quantities. The supplier is not responsible for the accuracy of the documents supplied. The customer is responsible for the fact, that supplied documents are licenced or legally available. If the supplier finds out that the goods cannot be manufactured in accordance with the customer's specifications (order), the supplier is entitled to withdraw from the contract, even later.
7. If the subsequent changes occur on the initiative of the customer compared to the agreed specification of the goods, it is the performance beyond an agreement that requires the adjustment of the price and delivery date.
8. The customer shall designate the persons entitled to accept the goods. Proprietary right to the goods, the benefits associated with it, the risk of damage to the goods, as well as the risk of a change of circumstances passes to the customer with the delivery of the goods to the customer at the latest, and if the goods are dispatched, then in the moment of passing to shipping. This also applies in the case of partial performance or delivery of the goods before the agreed delivery date. However, the customer is not entitled to handle the goods (to pledge, to transfer to another person or to give it over to another person) until full payment of the price of goods. Manufacturing of the goods until full payment of the price of goods is also possible with the prior written consent of the seller only.
9. The claim to a price arises to the supplier after the delivery of the goods. At the same time is the price payable, unless the invoice (tax document) sets later due date. In case of doubt about the solvency of the customer, the supplier is entitled to bind the performance (supply of the goods) to the advance payment or the provision of adequate collateral. The price includes the cost of packaging and preparation for shipment. The supplier's packaging specification is used for packaging; Packaging will be done in a standard way if there is no mutually agreed packaging specification. Unless otherwise stated or unless there is the returnable packaging used, the packaging is a part of the performance of the supplier and the customer shall ensure their disposal. The customer shall perform the receiving inspection and assessment of the goods, whether the goods correspond to the agreement. The customer shall test and measure the goods.
10. The unilateral inclusion of any claim of the customer against the financial claim of the supplier under the agreement is excluded.
11. The supplier is entitled to send the customer issued invoices in electronic format only, and by remote data transmission (electronic sending) the scanned original invoices into an electronic file in PDF format. The customer shall not change nor modify the received scanned originals of tax documents; he may print them in the sent format and will treat them as an original paper document. In the case of earlier or partial performance the supplier is entitled to issue an invoice to this performance separately.
12. Unless otherwise stated, to the contractual relationship between the customer and the supplier shall apply delivery conditions of official ICC Incoterms rules 2010. Unless a specific condition is agreed, then the delivery condition EXW (CZ, Jihlava, Hruškové Dvory 58) shall apply.
13. In case the customer is in delay with payment of the price for goods the supplier is entitled to require a claim of a penalty amounting to 0.05% of the amount due for each commenced day of delay. When the delay of customer is longer than a month, the supplier is entitled to withhold further fulfilments without being in delay, or to withdraw from the agreement and sell the goods to a third party.
14. The customer shall be entitled to complain about defective goods in writing within 14 days of delivery. At the same time the customer must complain about obvious defects and quantitative differences. If a guarantee for the quality of the goods is given, the customer is entitled to complain about defects during the warranty period and no later than 14 days from the time he learned about the defect. It is necessary to return defective goods to exercise the rights of defective performance. Unless agreed otherwise, the supplier will remove rightfully complained defects according to supplier's choice either that he will remove defects on his own (by repair of the goods), or he will replace the defective goods by impeccable one; optionally the supplier will deliver things that he ought to deliver and he did not. The warranty does not cover a) the defects that have their origin in the operation of the customer (e.g. climatic conditions) or they incurred because the customer did not observe the regulations, technical standards or instructions for use, b) the components of the goods that the customer himself selected or supplied or the customer insisted on its use.
15. Contracting parties shall not be held liable for the total or partial non-performance of contractual obligations under this agreement if such failure is due to force majeure. If circumstances of force majeure do not last longer than two months, the contracting parties are obliged to continue to perform its obligations under the agreement,

the periods of performance shall be extended for the duration of the force majeure. If it takes longer than two months, each contracting party is entitled to withdraw from the agreement.

16. Contractual and non-contractual claims for compensation of damage based on any conduct of the employees and members of the suppliers' bodies are excluded, unless it is a criminal offense.
17. The amendments to the content of the agreement must be made in writing. For the purposes of agreement "in writing" means also by fax or by means of electronic communication (e-mail). Unless otherwise stated, the possibility of unilateral change of Terms and conditions of sales and the possibility of a unilateral completion of the agreement are excluded.
18. If one or more provisions of these conditions become invalid, illegal or unenforceable in any respect, so it does not affect the validity of the remaining provisions. This is valid even if the customer is in the position of the consumer, where the terms and conditions of sales apply appropriately so that they are not contrary to the legal protection of the consumer.
19. The contracting parties undertake to make every effort to settle any disputes arising from the agreement in the first place amicably; they undertake that they will act in such a way that a controversial situation is objectively explained, and they provide the necessary cooperation for this purpose.
20. In case of judicial proceedings in disputes with an international element the competent court is always a locally competent court according to the company address of the supplier. The applicable law is always the law of the Czech Republic, while retrograde reference to other than Czech law is excluded.