

GENERAL TERMS AND CONDITIONS

NETEX, spol. s r.o.

I. GENERAL PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "GTC") of NETEX, spol. s r.o., based in Na Hrázi 124/21, Postal Code 405 02 Děčín VIII - Dolní Oldřichov, ID Number: 43226680, registered in the Commercial Register kept at the Regional Court in Ústí nad Labem, Section C, Insert 1130 (hereinafter referred to as the "Seller"), in accordance with the provisions of §1751 (1) of Act No. 89/2012 Coll, Civil Code (hereinafter referred to as the "NCC"), the mutual rights and obligations of the contracting parties arising on the basis of or in connection with the conclusion of a purchase contract between the Seller and the Buyer.
2. For deliveries and performance of the Seller, the following GTC are exclusively applicable. The Terms and Conditions are an integral part of the offer, order and purchase contract and are available on the Company's website at www.netex.cz and eshop.netex.cz.
3. Provisions deviating from the GTC may be agreed in the purchase contract. Deviating provisions in the Purchase Contract take precedence over the provisions of the GTC.
4. The Seller reserves the right to change or amend the GTC. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.
5. If individual provisions of these GTC become ineffective, the obligation under the contract concluded on the basis of these GTC will not be affected.

II. ORDERS, CONTRACTING

1. Offers are valid at the time expressly stated in the offer.
2. Technical parameters and other data given in offers, sales materials, product catalogue or e-shop are only informative and subject to changes resulting from design and technological development of manufactured products and are produced according to company standards: PN 489-80-05 Felts and PN 490-80-05 Shaped Products.
3. On the basis of the potential buyer's demand, the seller prepares a technical and price offer (hereinafter referred to as the "draft purchase agreement"), which is a proposal for the conclusion of a purchase agreement in accordance with § 1731 of the NCC et seq. The Buyer's demand may be by telephone, electronically or in writing.
4. The buyer's enquiry must include:
 - a) identification of the buyer (name or first and last name, registered office or residence, VAT number, contact details - telephone, e-mail),
 - b) the specification (type) and quantity of the goods requested.
5. In the event that the Buyer's enquiry does not contain any of the information listed under point 4, the Seller shall contact the Buyer in order to complete the information necessary for the preparation of the offer.

6. The draft Purchase Contract shall contain a technical specification of the goods to be supplied, their quantity, a proposal for the price of the goods and an indication of the expected delivery time guaranteed at the time.
7. The conclusion of the contract for the supply of goods between the Seller and the Buyer occurs at the moment when the Buyer confirms without reservation the proposal of the purchase contract to the Seller within the meaning of §1725, §1740, §1751, §1756 et seq. by delivering an order to the Seller, in which an exact reference to the identification of the offer (proposal of the purchase contract) of the Seller by the number and date of issue is given or a specific proposal of the purchase contract is attached to the order. This specifies the scope of delivery of the goods.
8. In the event that the Buyer's order contains reservations or deviations from the offer sent to him by the Seller, the Seller shall send an amended draft purchase contract reflecting the requested changes. The amended draft Purchase Contract shall be deemed to be a new draft Purchase Contract and the Purchase Contract shall in such case be concluded only upon acceptance by the Buyer.
9. The Buyer is informed of the conclusion of the contract by delivery of the order by the Seller by sending an Order Confirmation together with an advance invoice, if partial early payment of the purchase price is required. By sending the Order Confirmation, the Seller commences production so that the required delivery date can be met.
10. The Seller shall inform the Buyer of all facts that could affect the quality of the product or its intended use.
11. The Seller shall not be liable for non-conformities of substance or content in the Customer's delivered and approved assignment (order), unless the Customer has notified the Seller in writing and requested their removal, or in cases where the Seller has notified the Buyer of the non-conformity and the Customer still insisted on compliance, as well as if the Seller could not have detected the non-conformity. If the quality of the assignment and consequently the quality of the final goods is reduced by these influences, this shall not be regarded as a defect (poor performance) caused by the seller.
12. The delivered goods will be manufactured and delivered in the quality corresponding to the possibilities of the respective production technology and the parameters confirmed by the order.
13. The Seller has the right not to accept an order from a Buyer who has not properly fulfilled his contractual obligations in the past.

III. CANCELLATION OR MODIFICATION OF AN ORDER

1. The Buyer acknowledges that the subject of the agreed purchase contract is specific goods, not goods normally usable, and therefore in the event of full or partial cancellation of the contract by the Buyer, the Seller will incur damages in the amount corresponding to the price of the subject of purchase and lost profits and other costs, if any. The Buyer undertakes to pay all such damages in full.
2. If the buyer changes the subject of the order at his/her own will after the conclusion of the purchase contract, the seller is entitled to reimbursement of the costs and other demonstrable damages incurred with this change. The amount of the costs and damages shall be determined by the Seller according to the state of work in progress of the subject of the contract.

IV. PRICE, PRICE MATURITY, PAYMENT TERMS

1. The quotation contains a price proposal for the delivery of the goods and is binding for both the buyer and the seller at the time of conclusion of the purchase contract.
2. The quotation shall include the purchase price excluding the transport costs, unless otherwise specified in the quotation.
3. The applicable VAT rate is added to the price of the goods. The Buyer is also obliged to pay the Seller the price of packaging at the usual rate and the price of transport at the actual rate, provided that the Seller provides this transport.
4. Goods from the e-shop are dispatched after confirmation of the order by the Seller at the prices specified therein or agreed on the day of confirmation, unless otherwise agreed.
5. The purchase price is due 14 days after the issue of the tax document, unless otherwise agreed. In case of delay in payment of the purchase price, the buyer is obliged to pay interest on the delay at the rate of 0.1 % per day of the amount due for each day of delay. This is without prejudice to the Seller's right to compensation for any damages arising from the breach of duty.
6. In the event that the purchase price of the goods does not exceed the amount of 1000,- CZK excluding VAT, the seller is entitled to charge an administrative fee of up to 1000,- CZK excluding VAT. The administrative fee represents the seller's flat-rate costs for the receipt, processing and processing of the order. The administration fee will always be included in the Seller's quotation; otherwise the Seller is not entitled to add it to the price of the goods.
7. If the buyer is in default of payment of the agreed advance payment, the seller is entitled to charge the remainder of the purchase price and to ship the ordered goods only after full payment of the total purchase price.
8. Payment is deemed to have been made upon credit to the Seller's account or receipt of cash.
9. The Buyer is not entitled to withhold payments and to bind them to other conditions or requirements against the Seller. Unilateral set-off of claims without prior agreement is not permitted.

V. TERMS OF DELIVERY

1. The estimated delivery time is specified in the seller's offer. The specific delivery date is specified in the order confirmation issued by the Seller. The date of delivery shall be deemed to be the date on which the goods are ready for delivery to the Buyer or the carrier at the Seller's place of business.
2. The delivery date does not include the time of delivery of the goods to the buyer. The delivery date is binding on the Seller provided that there are no additional requirements from the Buyer for changes in the production of the goods, all financial obligations of the Buyer to the Seller have been paid and the Buyer has no overdue obligations to the Seller. In the event of non-compliance with these conditions, the Seller shall have the right to unilaterally change the originally agreed delivery date and may, if necessary, unilaterally terminate the performance of part or all of the contract.

3. In the event that the Seller is unable to fulfil its obligations directly or indirectly due to objective reasons beyond its control (so-called "force majeure"), it shall inform the Buyer immediately and agree on further action. The period of performance shall be extended accordingly. Any claims for damages on account of the extension of the time limit for performance are excluded.
4. The Seller reserves the right to delay delivery of the goods in the event that the advance payment is not paid by the Buyer within the agreed time and/or all arrears from previous deliveries resulting from contractual relations between the Seller and the Buyer are not paid.
5. In case the buyer arranges the shipping himself, on his own account, he shall indicate this in his order. Delivery of the goods is then made by handing over to the carrier, whereby the risk of damage to the goods passes to the buyer. In such a case, the seller shall be deemed to have met the delivery date by notifying the buyer of the possibility of collecting the goods.
6. Unless the Seller expressly states in the order that he will arrange the transport himself or collect the goods directly at the Seller's premises, the Seller is entitled to arrange the transport of the ordered goods at the Customer's expense. If the Buyer does not specify a delivery address, the goods shall be deemed to be delivered to the Buyer's registered office.
7. The Buyer is obliged to inspect the delivered goods upon receipt, to notify the Seller immediately if a discrepancy is found and to send a written notice of the found discrepancy in order to claim. Later claims may not be taken into account by the Seller.
8. The buyer is obliged to accept the goods. In the event that the Buyer unjustifiably refuses to accept the goods or fails to provide sufficient cooperation to accept the goods, the Seller is entitled to require the Buyer to pay the related costs.
9. The Seller is entitled to send the agreed goods to the Buyer at the agreed time, either in one lump sum or in so-called partial deliveries.
10. The Seller is obliged to pack the goods for transport in a manner customary for the preservation and protection of the goods.
11. The delivered goods are specified in the enclosed delivery note. The buyer is obliged to check the integrity of the shipping containers and to sign the delivery note.
12. The Seller shall issue a tax document, which shall be handed over to the Buyer at the time of delivery of the goods, or issued electronically or by post.
13. The buyer is obliged to complain about any incorrect data on the tax document in writing, stating the discrepancies. If the complaint is justified, the Seller shall immediately remove the deficiency and deliver a new tax document to the Buyer. The Buyer must immediately point out the irregularities in the tax document; otherwise the complaint cannot be taken into account.

VI. COMPLAINTS

1. The rights and obligations arising from the seller's liability for defects in goods (from defective performance) are governed by Act No. 89/2012 Coll., the Civil Code, as amended.
2. Liability claims do not apply to defects caused by improper use and wear and tear of the goods.

VII. FINAL PROVISIONS

1. The buyer agrees that the personal data provided will be processed and stored by the seller in accordance with the Personal Data Protection Act (Act No. 101/2000 Coll.) for the purpose of fulfilling the subject of the contract. The Buyer has the right to be informed of what data the Seller records about him and is entitled to change such data or to object to their processing in writing.
2. The Seller shall be liable for any damages arising from its activities up to its actual amount, but not more than the value of the undelivered or defectively delivered goods.
3. The Buyer is not entitled to assign its claim against the Seller arising from the Purchase Contract to a third party without the Seller's consent.
4. Buyer agrees that all business correspondence may be conducted electronically or by e-mail.
5. Other rights and obligations of the parties not specified in the Purchase Contract or the GTC are governed by the relevant provisions of the Civil Code or other regulations.
6. These GTC published on the websites www.netex.cz and eshop.netex.cz shall come into force and effect 24.02.2023.