



J. JINDRA s.r.o.

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Business and delivery conditions

These conditions define mutual relationship between Seller and Buyer and are an integral part of the purchase contract.

1. GENERAL PART

1.1 These business and delivery conditions are an integral part of the purchase contract concluded between Seller and Buyer in accordance with regulation § 409 and the following ones of the Commercial Code.

1.2 The rights and duties unregulated by these conditions follow the established regulations of the Commercial Code.

1.3 The changes or the supplements of these conditions are valid only after written approval of both sides.

2. BASIC STATEMENT

2.1 Seller is obliged to sell and deliver goods to Buyer according to properly confirmed purchase contract.

2.2 Buyer is obliged to pay the purchase price for these goods and to take these goods away.

2.3 The subject of the agreement is defined by the purchase contract and is approved by drawing documentation bilaterally. Drawing documentation approval is not required in case of standard production deliveries.

3. RISE OF THE AGREEMENT

3.1 The proposal to conclusion of the purchase contract presented in a written form by Seller has to be confirmed by Buyer within three days and Seller is also undertaken to this proposal within this time. If the Buyer does not respond within this time, the draft purchase contract is considered to have been agreed at all points.

3.2 The prices of goods are set by the agreement. The price stated in the purchase contract is valid for each delivery.

3.3 Seller is allowed to charge some additional fee for less than minimal quantity requested by Buyer.

3.4. If the Buyer cancels the order for any reason, the Seller is entitled to charge all costs spent in connection with the order.

4. GOODS DELIVERY

4.1 If it is not otherwise negotiated, Seller is obliged to deliver goods to Buyer to the place of destination on the costs of Buyer in accordance with the purchase contract.

4.2 Seller is obliged to deliver goods in a time stated by the purchase contract or before this time.

4.3 Buyer is obliged to take goods away according to the conditions of the purchase contract, however within 30 days at the latest after time stated by the purchase contract. If Buyer does not take the goods away in this time, the storage charges will be accounted to him in the amount of 0,1% from the selling price of goods for every single day, which Buyer is obliged to pay.

5. PAYMENT CONDITIONS

5.1 Seller is entitled to charge the price and Buyer is obliged to pay this price of goods within the time stated in the purchase contract. The payment is made by the invoice or by advance invoice.

5.2 Seller is entitled to change delivery time or to back out of the purchase contract fulfilment in case of Buyer's debts after maturity date.

6. PROPERTY SANCTIONS FOR LATE PAYMENT

6.1 In case Buyer does not pay an invoice within its maturity date, Seller is authorized to require contract late charges in the amount of 0,1% from the purchase price of goods for every day of delay from Buyer and Buyer is obliged to pay.

7. GOODS DESIGN AND QUALITY

7.1 Seller is obliged to deliver goods in quality and design, which the purchase contract defines or in usual quality.

7.2 If the quality and design of the goods are described by state technical norms, these ones are obligatory for both sides. 2 z

8. DEFECTS RESPONSIBILITY

8.1 Products defects responsibility assessment follow the Commercial law.

8.2 Seller does not provide non-conforming products replacement up to 1% of delivered quantity from each kind of piece which is not considered as a defect.

8.3 Unless otherwise agreed between Seller and Buyer, the non-conforming goods which are not in compliance with incoming inspection, most probably by Seller fault, there is always necessary to prove with defective sample and immediately return unsatisfactory quantity to Seller.

8.4 Buyer is obliged to inform Seller about this discrepancy immediately after its finding to be able to take some remedial action before next production.

8.5 During reception of goods Buyer is obliged to check undamaged packages and quantity and note this possible discrepancy into shipping documents of the carrier and inform Seller immediately. Late quantity claims will not be taken into consideration.

9. GOODS RECEPTION

9.1 Every shipment is before dispatching from J. JINDRA weighed. Weight is stated on Delivery note.

9.2 Quantity claim is accepted in case Buyer during reception of the goods provably weighed and confirmed weight on Delivery note.

10. PACKAGES

10.1 Seller packs the goods in usual way as it is for his products with dispatch note and details about content.

There are used three types of packing into metall pallets and packing into cardboard boxes.

Standard packing of the forgings (blasted) – bulk in pallet, the pallet is inlaid with two-tier corrugated cardboard at the bottom and on the sides

Standard packing of the forgings (not blasted) – bulk in pallet, the pallet is inlaid with two-tier corrugated cardboard at the bottom

Packing of polished forgings - the pallet is inlaid with two-tier corrugated cardboard at the bottom, on the sides and among individual layers.

Standard packing of the machined parts - the pallet is inlaid with two-tier corrugated cardboard at the bottom, on the sides and among individual layers.

10.2 The goods will be stored in the pallets which are returnable. Metallic cases – MARS- are returnable packages, too. Cardboard boxes are accounted to the goods delivery and are non-returnable.

10.3 The packages which will not be returned within one month after day of taking the goods away will be accounted to Buyer who is obliged to pay them even if they have been lost during transportation.

10.4 Buyer is obliged to return the packages on his costs.

10.5 In case the packages will be returned polluted or damaged, Seller has an authority to either not accept the packages and return them back to Buyer or account their cleaning, in exceptional cases to request compensation for damage. Damaged pallets will not be accepted by Seller. Adequate compensation for one polluted pallet was set in amount of CZK 200,-.

10.6 It is possible to agree different type of packing - Buyer's packings These packings are Buyer's property and Seller is obliged to use these packings only for buyer's products. This type of packing is specified in packing instruction for given product.