

Sales and delivery terms

1. General provisions

All the deliveries and performance on the part of WESTFALIA Metal s.r.o. are made exclusively under the following sales and delivery terms: Buyer's purchase terms and conditions do not apply in case they differ from the terms set by our company. Such terms and conditions are binding for us only if we have accepted them in writing. Customers confirm their consent to our sales and delivery terms by signing a respective purchase agreement or upon accepting the goods that have been delivered.

2. Offer

Without a set deadline, our offers are always non-obligatory. A purchase agreement or our written order confirmation is crucial to the scope of delivery.

Obvious errors as well as printing, arithmetic, writing and calculation errors are not binding upon us and shall not establish any claim for compensations or compensatory damages.

3. Price and payment

Prices are charged by our dispatch store. These prices do not include any statutory taxes or costs for packaging unless explicitly stated otherwise.

Items invoiced are due within 30 days since the implementation of taxable fulfillment without discount unless stated otherwise.

It is agreed an interest for late performance of pecuniary obligations amounting to 0.1% of arrears for each day of delay within 30 days of delay and 0.3% of arrears over 30 days of delay.

Withholding of payments or counterclaim compensations is not permissible.

4. Delivery time, delay, cancellation

Delivery time starts from the date of signing the purchase agreement or confirming the purchase order and it is agreed individually. However, it applies only if all the technical and commercial details have been clarified as per such time point.

Delivery time is considered to be observed when the delivery has left our warehouse or if the customer has been notified of the readiness for dispatch.

Delivery time shall be appropriately extended in the event of obstacles caused by force majeure. This also includes strikes and lockouts. It applies even if such unpredictable obstacles and circumstances occur at subcontractors.

Compliance with delivery times assumes fulfilling the contractual obligations by the Buyer.

If a delay occurs based on the Buyer's request, we are entitled to handle the subject of delivery by other means after a reasonable time and effect delivery to the Buyer accordingly within an extended delivery period together with charging the expenses associated with storage.

If the Buyer refuses the delivery, even partly, or otherwise prevents the Seller from meeting the agreed delivery obligation, the Buyer shall pay the Seller a contractual penalty in the amount of 5% from the purchase price provided that it happened within a time longer than 15 days since the purchase contract had been signed or the respective order confirmed.

In addition to this contractual penalty, also compensatory damages can be separately applied.

5. Passing of risk and acceptance of goods

Unless stated otherwise in the purchase agreement or the respective order confirmation, risk of damage to the goods passes onto the Buyer upon delivering the goods to the Buyer.

If stipulated to ship the goods by the Seller, the respective obligation of delivery is met upon handing over the goods to the first carrier in the agreed transfer point or, without stating such transfer point, for the transportation to the Buyer in accordance with destination data specified by shipping instructions or in the respective purchase agreement. Risk of damage to the goods passes onto the Buyer at the moment of handing over the goods to this first carrying agent for the transportation to the Buyer.

The Seller notifies the Buyer of dispatching the goods and is not obliged to insure them. At the Buyer's request and its expense, however, we may insure the shipment against theft, destruction, fire and water element, as well as against other insurable risks.

For taking over the goods by the Buyer, it is agreed the procedure according to § 451 of Act. No. 513/1991 Coll. (Commercial Code).

Means of transport, loading, transport disposition:

- obligation to mark the goods as defined in § 413 of OZ is met by completing the transportation and delivery documents accompanying the goods
- goods will be packed (secured for the transportation) in the manner customary in trading relations with regard to the goods agreed

6. Retention of title

Ownership right to the goods passes onto the Buyer only after the purchase price has been paid in full.

7. Warranty

The Seller provides a warranty on the goods quality within the agreed warranty period as follows:

- Apparent defects and quantity defects – 10 days
- Hidden defects – 6 months.

Deviations of the quantity delivered amounting $\pm 10\%$ in comparison with the order are considered irrelevant. The warranty period begins on the date of fulfilling the obligations according to the purchase agreement or confirmed order. The Seller guarantees a normal functionality of the goods during this period.

The Buyer shall notify the Seller of any delivery defects in writing within the time and using the process pursuant to OZ together with claiming the rights that arise from the defects.

Minor and dismissible visual defects of products do not result in postponing the obligation to pay the purchase price.

8. Storage conditions

Products are stored under standard storage conditions.



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