GENERAL PURCHASING CONDITIONS of Wera Werk s.r.o. effective 1st January 2014

1. Validity
The following Purchasing Conditions apply to all our purchase orders, including orders placed by whom we have entered into contract, even if these conditions have not been expressly agreed and/or the seller has not informed about the amendment.

2. Conclusion of contract
All contracts and/or subsidiary agreements and undertakings are valid only when given in writing, which includes the waiver of the right to said written form. Insofar as members of our staff may verbally enter into subsidiary agreements or give undertakings, these shall at all times require our written confirmation.

These general purchasing conditions shall take precedence over the business terms of the party with the difference of the former is decisive with regard to the terms of the latter.

3. Variations of the subject of supply
If it is reasonable and acceptable for the party with whom we are contracting, we may demand variations in respect of design and workmanship (including the supply of “goods”) which are necessary to ensure that the performances to be effected.

The contracting parties mutually undertake to treat all non-public information concerning the delivery of goods or services. In the event of any default in payment, the seller shall be entitled to require that our contracting party repair faulty goods or order new delivery for whatever reason, we must be informed immediately about the reasons and expected duration of this delay.

Should our contracting partner actually be in default in delivery we shall be entitled to claim from the partner a contractual penalty of 1% of the value of the delivery for each complete week of the delay, but in any event not more than 10% of the value of the delivery. In the event of our contracting partner’s delay in delivery, we shall be entitled to obtain the goods from alternate sources in order to avoid any disruption of our production. Our contracting partner shall be obliged to compensate the difference between the contractual price (cf. clause 4) and the price which we shall have to pay the contractor (cf. clause 6) to which we have the right to prove that no loss at all resulted from the delay or that it was much lower than claimed.

5. Handover of goods and notification of defects
Deliveries involving significant quantities of the same items, especially smaller subcontractor parts, are examined via random sampling procedure. The supplier acknowledges the fact that this procedure constitutes a waiver of the right to inspect the goods immediately after receipt, pursuant to the provisions of Section 2083 of the Civil Code and such forms of rejection remain unobjected to. In case of defective goods, we are entitled, at our discretion, to reject the entire delivery without further inspection or to carry out a new inspection and the costs shall be borne by the supplier.

We shall be entitled to inform our contracting partner without an undue delay only about obvious and easily ascertained defects, as well as any excess or shortfall in performance; the provisions of Section 2112 of the Civil Code shall not apply in other aspects.

If, pursuant to a relevant agreement, the goods are not delivered to us but to a processor or end customer nominated by us shall be obliged to inspect the goods only as soon as they arrive at our premises. In addition, we shall be entitled to inform about obvious defects and shortcomings and any excess or shortfall in performance.

9. Quality, documentation and quality guarantee
Our contracting partner shall be entitled to require that our delivery goods conform to these conditions and the relevant provisions of the applicable legal regulations. They must be subject to a prior mutual consent between the contracting parties.

We are entitled to make all payments at our discretion, either in cash, via our provider of financial services, check or bill of exchange. Costs arising from means of payment shall be borne by the seller, with whom we are contracting. Fees from our banking-house are not included (SHA).

Our contracting partner guarantees that the goods to be manufactured or supplied by the partner, are examined via random sampling. Our contracting partner undertakes to notify us without an undue delay about any imminent risk of infringement of intellectual property rights caused by our goods which were manufactured or supplied by the partner, and to join us in any litigation brought against our company as a result of any aforementioned infringement and to indemnify us against the costs of this legal proceeding.

In the aforementioned provisions do not apply if the contracting partner has manufactured an item according to drawings, models or other specifications and data supplied by us, and the partner is not, and does not become aware of or be informed about that these conditions have been agreed.

Should in the case, we undertake to compensate our partner for any losses arising from the infringement caused by the goods manufactured or supplied by the partner, and to join the partner in any litigation brought against the partner as a result of any aforementioned infringement and to indemnify the partner against any costs of this legal proceeding.

Our contracting partner is obliged to let us know whether the goods the partner is about to manufacture or deliver is covered by the partner’s own patent or intellectual property right or whether the partner plans to make use of any third party’s right.

10. Retention of title
Our contracting partner undertakes to give us another one without an undue delay about any imminent risk of infringement of intellectual property rights caused by goods contained in deliveries. In the event of any breach of the aforementioned provisions, the breaching party undertakes to pay a contractual penalty of EUR 10,000. The right for compensation of actual damages in excess of the penalty (if any) shall remain unaffected. However, any contractual penalty shall be offset against the claim for the compensation of damages.

11. Liability of the manufacturer
If our contracting partner actually is in default in delivery we shall be entitled to claim from the partner a contractual penalty of 1% of the value of the delivery for each complete week of the delay, but in any event not more than 10% of the value of the delivery. In the event of our contracting partner’s delay in delivery, we shall be entitled to obtain the goods from alternate sources in order to avoid any disruption of our production. Our contracting partner shall be obliged to compensate the difference between the contractual price (cf. clause 4) and the price which we shall have to pay the contractor (cf. clause 6) to which we have the right to prove that no loss at all resulted from the delay or that it was much lower than claimed.

13. Protection of intellectual property rights
The contracting parties mutually undertake to treat all non-public information concerning the delivery of goods or services. In the event of any default in payment, the seller shall be entitled to require that our contracting party repair faulty goods or order new delivery for whatever reason, we must be informed immediately about the reasons and expected duration of this delay.

Our contracting partner guarantees that the goods to be manufactured or supplied by the partner does not cause any breach of any domestic or foreign intellectual or industrial or other property rights thereinafter as intellectual property). Our contracting partner undertakes to compensate us for all expenses resulting from order cancellation or in relation to it, as long as this cancellation shall result from risks, defects or damage of the goods delivered.

Incorporation: Commercial Register maintained by the District Court in Brno, Section C, File 19332
CIN: 60751983
593 01 Bystřice nad Pernštejnem
GENERAL PURCHASING CONDITIONS of Wera Werk s.r.o. effective 1st January 2014