

Business terms and conditions of ALBA – METAL, spol. s r.o. for purchase of goods or services

1. Preamble

1.1. These business terms and conditions of ALBA – METAL, spol. s r.o. Company Identification No. 46964321, with registered seat at Ladrná, Mlýnská 459, Postal Code 691 46, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 6622, for purchase of goods or services (hereinafter "OPN") amends the contractual relationship between ALBA – METAL, spol. s r.o. and other parties, where ALBA – METAL, spol. s r.o. is in the position of the purchaser (hereinafter "ALBA-METAL") and the other side in the position of the seller (hereinafter the "Supplier").

2. Purchase orders

2.1. The contractual relationship between the Supplier and ALBA-METAL arises from the consent of the Supplier with the order issued by ALBA-METAL and these OPN.
2.2. Orders issued by ALBA-METAL are valid for a period of 3 working days from the date of dispatch to the Supplier.

3. Delivery terms and conditions

3.1. The place of delivery is the place specified in the order. If no place of delivery is stated in the order, it is understood as the headquarters of ALBA-METAL.
3.2. Title to the goods shall pass from the Supplier to ALBA-METAL upon acceptance of the goods, unless agreed otherwise.
3.3. Partial discharge is permitted only with the consent of ALBA-METAL. Before the agreed date of performance, the Supplier may perform only with the consent of ALBA-METAL. The maturity of invoices in this case will be the same as if the delivery occurred on the originally agreed date.
3.4. If the Supplier is in delay with the delivery of goods, ALBA-METAL is authorized to charge the Supplier a contractual penalty of 0.05% of the price of the undelivered goods for each day of delay (maximum of 20% of the total price of the goods specified in the order). The payment of the contractual penalty shall be without prejudice to any claim for damages.
3.5. Goods supplied by the Supplier must be packed in a manner appropriate for their shipping. The packaging must protect the goods from any mechanical, chemical or climatic damage. Packages are not returnable.

4. Price and payment terms and conditions

4.1. The purchase price includes the cost of goods for the packing of goods, the price of packaging and transportation costs to the place of delivery, unless the order expressly states otherwise.
4.2. ALBA-METAL shall provide payment for goods made solely on the basis of the invoice issued by the Supplier and delivered to the headquarters of ALBA-METAL.
4.3. The invoice shall contain the particulars of a tax document within the meaning of Act No. 235/2004 Coll., as amended, and the invoice must contain the order number, delivery note number and date of delivery of goods to ALBA-METAL. ALBA-METAL is entitled to return without payment invoices that do not contain the mandatory requirements specified in this paragraph or contain incorrect information, within 30 days of receipt. The Supplier is obliged to correct the invoice or issue a new one depending on the nature of the fault. The new maturity period starts to run again on the day of delivery of the corrected or newly issued invoice.
4.4. The price for the goods will be paid upon delivery.
4.5. The price will be paid to the Supplier's account based on the invoice issued by the Supplier in the first day of completion of delivery. The invoices are payable within 30 days from their issuance.
4.6. Payment means the amount paid by debiting the account ALBA-METAL to the account of the Supplier.

5. Complaints, warranty and liability for defects

5.1. Complaints If ALBA-METAL finds deviations from the order or from the delivery note, for example, differences in the quantity or quality, or damage, it is entitled not to accept the consignment or to return it without losing their legal rights.
5.2. When supplying a defective product the Supplier has the first opportunity to sort goods, correct or add additional goods, if it is acceptable to ALBA-METAL. If the Supplier cannot do this or fails to remedy immediately, ALBA-METAL can withdraw from the contract in the scope of defective performance and send the goods back at the risk of the Supplier. In urgent cases, upon agreement with the Supplier ALBA-METAL can make adjustments itself at the cost of the Supplier.
5.3. In the case of defective delivery ALBA-METAL has the right to withhold payment for defective goods delivered until proper performance.

5.4. Warranty The Supplier guarantees the quality of the goods in the period of 24 months from the delivery to ALBA-METAL.

5.5. Liability for defects. The Supplier is obliged to pay compensation to ALBA-METAL arising directly or indirectly as a result of defective delivery, breach of statutory safety regulations or other legal reasons, which may be attributable to the Supplier.

6. Quality

6.1. Every delivery of goods must be free of defects.
6.2. The Supplier is responsible for the quality of supply and undertakes to implement effective quality assurance and documentation at the request of ALBA-METAL. The Supplier shall give ALBA-METAL the opportunity to ensure that quality assurance measures are applied to the necessary extent. To this end the Supplier shall permit ALBA-METAL at any time upon prior arrangement to tour production and inspection facilities, and to access production data and documentation.
6.3. The Supplier shall supply spare parts under normal market conditions for a period of 15 years from the last delivery.
6.4. If the Supplier is not a holder of ISO 9001, it shall inform ALBA-METAL of this fact, take steps to implement ISO 9001 and at the same time meet the generally applicable standards and requirements of the automotive industry.

7. Loan of tools

7.1. If on the order of ALBA-METAL the Supplier makes tools for the production of goods supplied, the Supplier is obliged to inform ALBA-METAL about the making of tools and the term of possible handover and takeover. The Supplier is obliged to hand over the tools based on a delivery note to ALBA-METAL or prove the existence of these tools in another manner approved by ALBA-METAL.
7.2. If ALBA-METAL loans the tool for the production of goods supplied back to the Supplier, the Supplier shall permanently mark the tools in a visible place with the numerical designation and company name, registered office and identification number of ALBA-METAL.
7.3. The Supplier is obliged to use the tool with the utmost professional care and to use it solely for the purpose for which it was lent, i.e. solely for the production of goods for ALBA-METAL, and protect it against damage, loss, destruction or theft, and carry out inspections and maintenance in a timely and proper fashion.
7.4. The Supplier shall keep a document for each tool, which will record the numbers of operations performed on the tool (in relation to the life of the tool) and all maintenance performed on the tool.
7.5. ALBA-METAL is authorized at any time upon prior arrangement to perform a check of the tools at the Supplier, which is required to provide the necessary cooperation.
7.6. The Supplier is obliged to return the tools to ALBA-METAL within 3 working days from the receipt of a written request for return.
7.7. Upon paying the price for the tools, ALBA-METAL becomes their owner for the duration of any physical possession of the tools by the Supplier and remains their exclusive and unlimited owner.

8. Commitment to supply spare parts

8.1. The Supplier undertakes for a period of 11 years from the delivery of goods to METAL ALBUM to ensure delivery of spare parts for goods under normal market conditions.

9. Confidentiality

9.1. The Supplier shall treat information of a technical or commercial nature provided to it by ALBA-METAL in connection with the order as confidential trade secrets and shall not provide it to a third party.

10. Final provisions

10.1. These OPN apply in full, unless ALBA-METAL and the Supplier agree otherwise in the general purchase agreement, the purchase agreement or the confirmed order. Such agreements take precedence over these OPN. These OPN take precedence over any other terms and conditions, in particular the business terms and conditions of the Supplier.
10.2. Relations not explicitly regulated by OPN, or other documents under 10.1 OPN are governed by the generally binding legal regulations of the Czech Republic.
10.3. Any change in the contractual terms and conditions require the written consent of both parties.
10.4. These OPN come into effect on 10. April 2017.