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1. General Provisions

1. All deliveries by SV metal spol. s r.o. adhere to these business conditions. A contract between SV metal spol. s r.o. and a business partner is effective from the day the contract is signed or from the day the order is confirmed.
2. These business conditions are accepted in their entirety by closing a purchase contract and accepting the offer by SV metal spol. s r.o. unless specific business conditions relating to the concrete business relationship in question and expressly modifying these General Business Conditions in the individual provisions are accepted in writing.

2. Request and Supply

1. SV metal processes and sends offers free of charge. The processing and sending of the orders cannot be charged for in any manner.
2. The request must be sent in writing or by e-mail and must contain all technical requirements and the full drawing documentation for the requested subject of the contract, unless its construction and development is part of the request.
3. The information presented in the offer is binding. Any requests for change must be made in writing upon agreement with SV metal spol. s r.o.


3. Order

1. Confirming Orders:

- a) An order must contain the technical and business conditions or a reference to these conditions specified during the offer. Any later changes to these offers must be discussed and mutually agreed-upon in writing. All expenses connected with the change to the technical conditions are borne by the proponent of the change.
- b) The contractual parties can withdraw from the intended contract up to the moment the order is confirmed without any property claims or obligations.

2. Cancelling Orders:

- a) In the event of a cancellation of an order, SV metal spol. s r.o. may file a claim for damages in the amount of the proven expenses connected with commencing the realisation of the contract (order). The contractual party that cancelled the order must reimburse these expenses in the manner specified in the following paragraph.
- b) The enforcement of the demands from a) must be carried out in writing without unnecessary delay, though no later than within ten working days from the day the order is cancelled and reimbursed within 14 days from invoicing.
- c) The claim cannot be enforced in the event that SV metal spol. s r.o. is not capable of fulfilling the obligations ensuing from the contract or confirmed order for technological reasons that were not known when negotiating the contract.

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3. Subsequent Changes to Orders:

a) SV metal spol. s r.o. can only accept any further changes in the event that the preparation of the production or the production of the ordered product itself has not yet been started. SV metal spol. s r.o. is entitled to charge for costs expended for the development of the production and the purchaser is obliged to reimburse these expenses.

4. Packaging


1. SV metal spol. s r.o. carries out standard packaging on euro-pallettes with the use of shrink wrap and the interlaying components in order to prevent damage during transportation.
2. In the event of a special packaging requirement, it is necessary to negotiate this when closing the contract.
3. All of the following documents for the given goods are issued on the arranged delivery date: an invoice (tax document), delivery note, packing list and, in the event it is required, a measurement protocol.

5. Obligations when Receiving the Delivery

1. The obligation to report on the delivery of the shipment arises for the recipient when receiving the delivery from SV metal spol. s r.o. This obligation is fulfilled by the signature of the authorised person on the delivery note, which must be delivered to SV metal spol. s r.o.
2. In the event of ascertaining damage to the goods, the recipient is obliged to undertake the following:
 - a) If the damage is apparent at first glance, the recipient of the goods is obliged to inform SV metal spol. s r.o. immediately after receiving the shipment by an entry in the costing card or CMR. The recipient is furthermore obliged to issue a record of the damage and the person who delivered this shipment must confirm this record with his signature.
 - b) The customer is obliged to check the fulfilment pursuant to the contract when receiving the fulfilment and to inform the supplier of all apparent defects without unnecessary delay. He is also obliged to verify the quality and functionality of the delivery wherever possible and also to announce, without unnecessary delay, defects that were not discovered by visual inspection upon the delivery being received. Any observed defects must be announced in writing.
3. The contractual partner is responsible to SV metal spol. s r.o. for damages incurred by not adhering to the obligations when accepting a shipment.

6. Payment Conditions

1. SV metal spol. s r.o. provides services and goods in fixed prices arranged during the price offer or when accepting the order. All expenses connected with the production, manipulation and packaging are included in the price. Transportation and the handling connected with it are included in the price if they are thus specified in the price offer.

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2. The purchaser's payment will be carried out on the basis of an issued tax document – invoice, the maturity of which is 14 days for domestic subjects and 30 days for foreign subjects, unless agreed upon otherwise. In the event of an unpaid invoice on the maturity date, SV metal spol. s r.o. will proceed in accordance with generally accepted legal regulations.

3. If a partial invoice or invoice (hereinafter referred to as an invoice) will not contain the agreed-upon necessities, the ordering party is entitled to return these documents to the manufacturer by registered mail or courier against a confirmation. This, however, can only happen by the maturity date of the specified documents. After the return of the invoice, the manufacturer is obliged to issue a new document with all the necessities. The maturity date is identical to the returned invoice and begins on the day it is sent. The ordering party is not in arrears on a payment until the time a new document with a new maturity date is set.

4. If a delay with carrying out the payment is demonstrably on the part of the bank, the ordering party is not in arrears for this period, though he is obliged to prove this fact.

5. Any change to the negotiated price is possible only by a written agreement and SV metal spol. s r.o. reserves the right to call on new negotiations on the price in the event that the market entry price of the material that is not delivered by the ordering party or services (cooperation, subcontracts) increase by more than 5% during the course of the fulfilment of the contract.

6. The ownership of the work in question passes from the manufacturer to the ordering party on the day the negotiated price for the work and any other necessities pursuant to the contract have been paid in full.

7. Contractual Fines

1. The manufacturer commits to paying the ordering party a contractual fine in these cases:

- a) A contractual fine in the amount of 0.05% per day from the negotiated price of the work in the case of a delay with completing the work,
- b) 0.05% of the negotiated price of the returned parts of the work for each day of delay with the commencement, elimination of defects, or backlog of returns when accepting the work or during the warranty period to which the manufacturer committed for a certain period.


2. The ordering party commits to paying the manufacturer a contractual fine in the amount of 0.05% from the invoiced amount daily for a delay with the payment of a deposit, partial invoice or invoice.

3. The right of the creditor for damage compensation is not affected by the payment of a contractual fine.

8. Termination of the Contractual Relation

1. The contractual parties can terminate the contract by agreement or by withdrawal. An agreement for cancelling rights and obligations must be in writing, otherwise it is void.

2. The ordering party or the manufacturer has the right to withdraw from the contract in the event of a significant breach of the contractual obligations confirmed in this contract.

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3. The withdrawal must be in writing with it being effective from its delivery to the other contractual party. In the event of doubt, it is assumed that the withdrawal was delivered by the lapse of the fifteen-day mail storage period.

4. In addition to the situations already anticipated in point 5 of the Other Conditions, the contractual parties consider the breaching of these contractual commitments to be a significant breach of the contract:

a) The ordering party's delay in handing over data for producing the work or materials for producing the work, which it committed to hand over to the manufacturer,

b) The manufacturer's delay of more than 30 calendar days with the final or, pursuant to this contract, adjusted deadline for completing the work

c) The ordering party's delay for a period of longer than 30 days with paying a deposit, if it was negotiated.

5. In the event of the withdrawal from the contract, the contractual parties will carry out inventory and invoice the labour done on the work so far.

9. Other Conditions

1. If the manufacturer (supplier) ascertains, after the establishment of the contract, that the prior fulfilment was not paid for on time by the ordering party, it is entitled to postpone the negotiated fulfilment deadline in a corresponding manner according to its technological and production capabilities, without this approach leading to any breach in the contract, or it can withdraw from the contract or condition the deadline for fulfilling the negotiated obligation by paying all overdue and hitherto unpaid payables on behalf of the ordering party.


2. The resolution of all disputes that arise from the closed contract is negotiated in accordance with the Czech legal code and before the general court of the Czech Republic.

3. If a contractor delays the assignment of the parameters that are necessary for the fulfilment of the obligation, SV metal spol. s r.o. reserves the right to fulfil the obligation in a period extended by the period of time of the delay, unless agreed-upon otherwise. If the delay in the assignment is longer than 15 days, SV metal spol. s r.o. reserves the right to withdraw from the contract and to charge the necessarily expended costs up until the withdrawal from the contract.

4. In the event of the impact of a vis majeure on the possibility of fulfilling the contract, the participants will not impose fines on each other.

5. The ordering party is entitled to carry out an inspection of the quality of the work and the materials used during the course of the execution of the work. During the inspection the manufacturer is obliged to submit the following to the ordering party: the results of all of the tests carried out until that time, evidence on the quality of the materials used, certificates and attestations. If the ordering party discovers that the manufacturer is executing the work contrary to the contractual obligations, the ordering party has the right to ask the manufacturer to remove the determined defects and to execute the work in accordance with the contract.

6. The manufacturer is entitled, during the execution of the work, to warn the ordering party of the unsuitability of its instructions or the documentation provided or materials submitted by the ordering

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party for the execution of the work. This notification must be in writing. In such a case, the ordering party is obliged to respond to this notification in writing without unnecessary delay. If the unsuitable instructions or defects in the production documentation or unsuitable material will mean it is impossible to execute the work properly and on time, the ordering party is obliged to take every step so that the execution of the work can be continued properly. During the period of removing the faulty state as a result of the manufacturer's warning to the ordering party until the ordering party has submitted a written opinion, the manufacturer is not in delay. If the ordering party, in its written notification, insists that the work be completed in the sense of the original instructions or documentation or from the material it provided or in the originally negotiated time, the manufacturer does not bear any responsibility for the impossibility of finishing the work or for the defects of the work after its completion. In the event that the ordering party's insistence on the original instructions results in the prolongation of the production times and the ordering party insists on the original completion deadline, the manufacturer has the right to withdraw from the contract and is entitled to invoice the damages that it has thereby incurred to the ordering party. If, in such a case, the manufacturer discovers that the work cannot be completed, it is entitled to interrupt the work and in such a case it is not in delay with the completion of the work. If the interruption of the work lasts longer than three months, the manufacturer is entitled to withdraw from the contract due to the significant breach of the contractual obligations on the part of the ordering party and it is entitled to invoice the damages that it has thereby incurred to the ordering party.

7. If other technical parameters are not agreed upon, the qualitative arrangements of the manufacturer's company standards will be adhered to. The ordering party declares that it has been informed of the aforementioned standards and has taken note of them.

8. The technical parameters that have not been agreed upon cannot be a subject of a complaint at a later date. In the event of a dispute on the measured values of some of the parameters where the manufacturer's output control shows different values than the ordering party's receiving inspection, the decisive data is determined by a subject on whom both sides agree.

10. Concluding Provisions

1. All changes and addendums to this contract can only be made in writing otherwise they are void.
2. These General Business Conditions are part of the documentation of a specific contractual relation and the generally accepted legal regulations of the Czech legal code are valid in the cases that they do not cover.

SV metal spol. s r.o.