

Purchase Terms and Conditions

1. General

The below purchase terms and conditions shall apply exclusively to our orders and arrangements. Sale terms and conditions of a supplier different from these terms and conditions or sale terms and conditions of a supplier that differ from the right of disposition with a negative effect for us shall be deemed to be approved only if confirmed by us in writing. An unconditional acceptance of deliveries and performance or a payment shall not mean our consent with the supplier's sale terms and conditions. Our company standard 50010 shall apply, as an addition, for a production material purchase.

2. a) Order / order confirmation

Our orders must be in writing. They are valid in case a corresponding record in an order form without an autograph is made. The supplier is obliged to accept an order in the same form within 2 weeks. After expiry of this time-limit, we are entitled to cancel the order.

b) Framework agreement (central contract)

If a written framework agreement concerning certain products has been concluded with the supplier, we refrain from confirming orders for orders of / calls for these products. Individual orders within framework conditions are valid unless the supplier objects to them within 5 working days after receipt thereof. An order confirmation that differs from our order shall be valid only if confirmed by us in writing. A call for products pursuant to an agreed delivery plan does not have to be confirmed.

c) Planning based on needs

The quantities specified in a delivery plan of the first three months shall be binding and released for production. The quantity with a planned delivery deadline in 4 – 6 months shall serve only to a material planning. If they are cancelled for technical or any other reasons, we shall take over only material costs.

d) Data transfer

In case of a long-distance data transfer to the supplier, the requirement for a written form shall be refrained from for orders / calls mentioned in point b). However, every declaration having legal essentials, different from a framework agreement, and/or complementing such an agreement, must have a written form.

3. Delivery

The supplier must state the order number in every document related to an order. Unless stipulated in writing otherwise, the delivery terms and conditions shall be always EXW (ex works). We do not pay costs of a transfer insurance and packaging. If the supplier is obliged to take the used packaging back pursuant to packaging regulations, it shall cover costs of a back transfer thereof. The agreed delivery deadlines and delivery time-limits shall be binding. Unless the supplier meets these deadlines and time-limits, it shall get into arrears without any reminder. The supplier must immediately inform us of expected delayed deliveries. In case of a delayed delivery, we shall have legal claims, in particular a claim for damages we suffered due to such a delay. This means that for instance additional costs, in particular with necessary purchase in order to meet our needs, shall be to the expense of the supplier. An unconditional acceptance of a delayed delivery shall not be considered our waiver of a claim for damages. As for numbers of pieces, weight and dimensions, values established by our input check of goods shall be decisive - subject to any other evidence. A production interruption due to unavoidable events (e.g. force major, strike etc.) shall entitle us to withdraw from the respective order; otherwise, the delivery deadline and maturity date shall be postponed by the corresponding barrier duration in case of all accidental barriers.

4. Invoice / payment

Data in our orders / cancellations shall apply. Invoices must be sent to us in a single issue separately from the delivery. The payment shall be made after receipt of the goods with a discount of 3 per cent within 10 days, with a discount of 2 per cent within 30 days or net within 90 days, without prejudice to our right to later complaints. Payments for work contracts shall be effected only after takeover by Linde. We are entitled to freeze the payment for a defective delivery without a loss of price reductions, discounts and a similar payment preferential treatment until an ordinary performance. Our liability for a delayed payment shall be limited to the legal interest rate based on the amount even in case of a delay.

5. Control of defects, quality control and warranty

We are entitled to inspect the goods according to acknowledged random check procedures with a proper practice and to submit the goods to a quality control. The supplier shall renounce any objection to a later complaint concerning a defect if the detected defects (detected by means of the aforesaid procedures), and/or undetected defects immediately after having been detected, are announced to it without delay. We are entitled to legal warranty claims in uncurtailed extent. We may also require the supplier to remedy the defect or to supply a delivery in replacement. In emergencies or in case of backwardness / delay of the supplier, we are entitled to remedy the defect to the supplier's expense. Unless any other different written agreement is made, the warranty period shall be 24 months from the beginning of the final product use.

6. Liability for product defects

If we are contacted by our customer or a third party in respect of our liability for product defects, the supplier is obliged to hold us harmless and protect us against such claims if the damage was caused by a defect of the product delivered by the supplier. In such cases, the supplier shall pay all costs and expenses including costs of legal proceedings or project cancellation. The content and extent of such a cancellation shall be approved by us and the supplier if possible and feasible. Otherwise, legal regulations shall apply.

7. Protective rights

The supplier shall be liable for respecting any protective rights of third parties with regard to its delivery. If we are contacted by a third party in respect of a breach of such rights, the supplier is obliged to hold us harmless and protect us against any claims and it must pay all the necessary costs and expenses related to a claim acknowledgment.

8. Supporting documents, drawings, models etc., confidentiality

Handed-over supporting documents, drawings, data, electronic information, software, materials, type-related tools and equipment or objects (samples, models etc.) provided by us to the supplier in view of the order performance shall remain our property and shall be handled and treated by the supplier carefully. It is not allowed to re-use or copy them and to make them available to third parties without our written consent. Products and spare parts for these products that were produced by means of our property, pursuant to our data or with our significant share in the development thereof may be delivered to third parties only with our written permission.

9. Data protection

The supplier agrees that we store the supplier's data needed in our trade relationship and the agreement made with the supplier in our electronic data processing system and that we use it only for our own purposes.

10. Place of performance and jurisdiction

The place of performance shall be Český Krumlov. The law of the Czech Republic shall apply, subject to the conflict law and individual The Haag purchase standards, UN purchase law and other conventions on the right to buy goods.

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Ing. Johann Brunner
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Tax ID: CZ47 25 21 03

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Commerzbank AG, Jugoslávská 1, Praha 2, CZ - 120 21
a/c. 10169555/6200 CZK, 1016955/6200 EUR
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