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Krajským soudem v Ústí n.L. pod spisovou značkou C4304* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | provozovna : Pekárna Lípa, Děčínská 1699, 470 62 Česká Lípa | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | | | | | | | zastoupená : Ing. 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Případné odchylky lze regulovat | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | telefonicky vždy do 10,00 hodin, předcházejícího dne před dodávkou. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | | | | |  | | | | | | | Před soustředěnými dny volna budou termíny předkládání objednávek stanoveny prodávájícím. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | |  | | | | |  | | | | | | |  | | | | | |  | | | | | |  | | | | | | | |  | | | | |  | | | | | | | **I.** | | | | |  | | | | |  | | | | | | |  | | | | | |  | | | | | |  | | | | | | | |  | | | | |  | | | | | | | Kupující se zavazuje touto kupní smlouvou zaplatit za dodané zboží kupní cenu a převzít dodané | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | zboží dle dodacího listu, který orazítkuje a podepíše ihned při dodávce kupující nebo kterýkoliv jiný | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | zaměstnanec kupujícího. V případě předání výrobků bez účasti kupujícího do kupujícím | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | vyčleněného uzamykatelného prostoru, potvrdí kupující dodací list přiložený u zboží a ponechá | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | jej v tomto prostoru řidiči k vyzvednutí na následující den. | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | | | | |  | | | | |  | | | | | | | Obě smluvní strany prohlašují, že závázná kupní cena je uvedena na dodacích listech. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | Dopravné je zahrnuto v ceně výrobků. Za dodávku zboží prostřednictvím zásilkové služby | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | si účtujeme poplatek za balné a poštovné (dle platného ceníku přepravce). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | |  | | | | | | |  | | | | |  | | | | |  | | | | | | |  | | | | | |  | | | | | |  | | | | | | | |  | | | | |  | | | | | | | **II.** Zajištění systému opakovaného použití, prohlášení o uvedení obalů na trh | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | a) Prodávající dodá zboží v přepravních obalech. kupující si zajistí k výměně potřebný počet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | prázdných přepravních obalů k okamžitému vrácení, nebo se zavazuje provést jejich okamžité | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | vyskladnění, jinak dodávky nebudou uskutečněny. | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | | | | |  | | | | |  | | | | | | | V případech hygienických kontrol platí, že přepravky jsou z hlediska odpovědnosti z hygienických | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | předpisů v odpovědnosti toho, u koho se nacházejí v okamžiku kontroly. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | | | | | | | | | b) Specifikace obalů pro zajištění opakovaného použití, plastové přepravky typ : 357 560, 357511 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | c) Podpisem této smlouvy stvrzuje kupující, že převzal prohlášení o uvedení obalů na trh (z.477/2001Sb.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | na výrobky dodávané prodávajícím. | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | d) Prodávající stvrzuje, že jim dodávané balené výrobky jsou řádně označeny dle § 6 Zákona 477/2001 Sb. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **III.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Kupující zajistí vstup pro příjem zboží a místo pro jeho vyložení, a prohlašuje, že vhodnost | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | tohoto místa z hledisek hygienických předpisů, bezpečnosti práce a dopravních předpisů je | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | takto odsouhlasena orgány schvalujícími provoz provozovny. Za vznik závad při příjmu a vykládání, | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | nebo za uložení pokut za nedodržení citovaných předpisů, nese plně odpovědnost kupující, a to | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | za všechny závady zjištěné kterýmkoliv kontrolním orgánem , od položení zboží na místo | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | vyložení řidičem prodávajícího. | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | V místech přejímky zboží bez účasti kupujícího si zajišťuje kupující toto místo i proti odcizení | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | dodávky na své riziko. | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **IV.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Zboží přejímá kupující nebo jeho pracovník osobně, reklamace na zjevné vady zboží uplatní ihned | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | u řidiče rozvozu. Nedostatky zaznamenává na originál a kopii dodacího listu a potvrdí společně | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | s řidičem podpisy. U dodávek bez účasti se uplatňuje reklamace ihned po příchodu na prodejní | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | místo telefonicky. Na pozdější reklamace nebude brán zřetel. | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **V.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Kupující se zavazuje zaplatit za zboží kupní cenu : **PP** | | | | | | | | | | | | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | a) při dodávce zboží přímo řidiči | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **b) převodním příkazem na základě vystavené faktury do 7 dnů. Je-li kupující v prodlení,** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **zaplatí prodávajícímu smluvní pokutu ve výši 0,1% kupní ceny za každý den prodlení.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Prodávající může zastavit další dodávky.** | | | | | | | | | | | | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **VI.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Odstoupit od kupní smlouvy je možné při podstatném porušení smluvních povinností. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **VII.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | V případě, že kupující nezaplatí platbu podle podmínek této smlouvy, nebo jinak v rozporu | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | s podmínkami této smlouvy znemožní prodávajícímu splnit objednané dodávky zboží, zavazuje | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | se dobrovolně uhradit vzniklou škodu. | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **VIII.** | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Jakékoliv změny nebo dodatky této smlouvy musí být učiněny písemně a schváleny podpisem | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | obou stran. Tyto dodatky se stanou součástí této smlouvy. | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | **IX.**  Zvláštní ujednání | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Kupující prohlašuje, že v případě předání prodejny, jejím prodeji nebo při pronájmu, nebo prodeji | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | své firmy jiné firmě (dále jen novému majiteli) bez předání podrobných informací prodávajícímu | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | uhradí bez výhrad od data předání veškeré další platby, které neprovede nový majitel. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | Pokud by je neuhradil, prohlašuje, že k úhradě schodku uvolní svůj movitý majetek v ceně do výše | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | vzniklé pohledávky. Smyslem této dohody je zamezit ztrátám prodávajícího v případě změn | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | kupujícího (nových majitelů). | | | | | | | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Tato kupní smlouva je sepsána v jednom originále a v jedné kopii stejné platnosti a závaznosti a to | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | od 2.1.2019 do 31.12.2019. | | | | | | | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Podpis : | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | Razítko : | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | | Kupující | | | | | | Prodávající | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | |  | | | | | |  | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | |  | | | | | |  | | | | | | | | | | | | | |  | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | | | | | | | | | | |  | | | | | |  | | | | |  | | | | |  | | | |  | | | | | | | |  | | | | | |  | | | | | | | |  | | | | | | | | | | | | | | | | | |  | | |  | | --- | |  | | |  | |  | |  | |
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