

Objednávka

Datum: 17.10.2017

Strana: 1/1

Číslo objednávky: 4500353029

Adresát:

Od: Janda Tomáš
tel: +420 389 130 273
fax: +420 386 353 131
e-mail: jandat@gamex.viscofan.com

Firma
Univerzita Tomáše Bati
Centrum polymerních systémů
Třída Tomáše Bati 5678
760 01 Zlín

Vaše číslo dodavatele: 21193

Peněžní ústav:

Československá obchodní banka, a. s.
Č.úctu: 117171743/0300
SWIFT: CEKOCZPPXXX
IBAN: CZ4203000000000117171743

Termín dodávky: 25.10.2017

Dodací podm.: S dodáním v místě určení (DAP) VISCOFAN CZ, Ceske Budejovice

Platební podm.: Splatnost 30 dní

Pol.	Materiál Termín dodávky	Množství	Cena	Suma celkem CZK
010	Realizace metody SMED v praxi - potisk Termín 25. – 26.10.2017	1 Jedn.výk.	95.000,00 /Jedn.výk.	95.000,00
Celková hodnota bez DPH CZK				95.000,00

Děkuji za vyřízení naší objednávky.
Janda Tomáš



Fakturu, prosím, zašlete do ekonomického oddělení naší firmy nejpozději do konce měsíce uskutečnění dodávky. Zároveň žádáme o uvedení čísla této objednávky a smluvené dodací podmínky na Vaši fakturu. Faktury, které neobsahují naše číslo objednávky, nebudou proplaceny.

Na vnější obal zásilky a na dodací list uveďte, prosím, taktéž číslo objednávky. V opačném případě nebude možné zásilku přijmout.

Děkujeme za spolupráci

STANDARD TERMS AND CONDITIONS FOR PURCHASE

The following Terms and Conditions will govern any Contract for the purchase of the Product that we enter into with you. Please read these Terms and Conditions carefully. By entering into a Contract with the Customer, you are acknowledging that you have read and understood these Terms and Conditions, in particular those relating to rights, liabilities and the manner in which we may make changes to these Terms and Conditions.

1. **INTERPRETATION.**- In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: "the Contract" means the contract between the Supplier and the Customer for the supply of the Product subject to the Terms and Conditions; "Commencement of the Contract" means the date upon which the earliest of the events recited in clause 2 of the Terms and Conditions occurs; "the Supplier" means the person or entity who accepts an order from "the Customer" for the Product; "Parties" means the parties to the Contract, being the Supplier and Customer; "the Product" means any merchandise or service that the Customer may include in an order sent to the Supplier, for use in the production of goods according to its regular activity or any related activity or for any other use that the Customer may have explained to the Supplier, forming the subject matter of the Contract (including any instalment or parts of such Product); "the Customer" means Viscosan CZ, s. r. o.; "Terms and Conditions" means these terms and conditions of purchase. Words in the singular include the plural and in the plural include the singular. Headings in these Terms and Conditions do not affect the interpretation of these Terms and Conditions. Any reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any reference to subordinate legislation for the time being in force made under it. These Terms and Conditions may be modified by the Customer at any time and acceptance of an order by the Supplier involves its acceptance of the new wording.
2. **SUPPLY OF THE PRODUCTS.**- The Supplier shall supply and the Customer shall purchase the Product as principals only, to the intent and with the effect that no other party shall have the rights or obligations or be entitled to sue, or are liable to be sued, under the Contract. The Supplier shall sell and the Customer shall purchase the Product subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Supplier purports to apply) No Contract shall come into existence until the Customer's order (however given) is expressly accepted by the Supplier in all its terms by the earliest of: a) written confirmation from the Supplier; or b) receipt by the Customer of the Product. The Customer shall not be under any obligation to accept any supply of all or any of the Product prior to acceptance by Supplier of each order.
3. **PRICE.**- Where applicable all prices quoted and invoiced are inclusive of the cost of packaging as agreed with Customer or in the lack of agreement as the common practice may be for the Product, carriage, delivery, and insurance of the Product up to the point of delivery according to agreed INCOTERMS, unless otherwise agreed by the Parties in writing. All prices quoted and invoiced are inclusive of all payments that shall be payable by the Customer to the Supplier. After acceptance of an order the Supplier shall not include any changes in the price of the Product, delivery dates, quantities or specifications included in the Customer's order.
4. **TERMS OF PAYMENT.**- Payment for the Product shall be made by way of cheque or direct bank transfer to the Supplier's bank account, details of which shall be provided to the Customer. All invoices are payable within the period established in the Customer's Order. The Customer shall be entitled to make any deduction from the price or withhold payment in the case of delays or default supply by the Supplier.
5. **TITLE/RISK.**- Risk of damage to or loss of the Product shall remain with the Supplier until the time of delivery to the Customer.
6. **INTELLECTUAL PROPERTY AND ARTWORK.**- The Supplier shall hold the Customer harmless of all claims and liabilities for infringement of rights in connection with intellectual property rights, including registered rights, know how, artwork, composition or any other included in the Product or used for its manufacturing process until delivery to Customer. As a consequence the Supplier shall hold the Customer harmless for any costs, damages or expenses that may result thereof.
7. **DELIVERY.**- The Supplier shall deliver the Product within the time stated. If the Product is not delivered within two days after delivery time, the Customer shall be entitled, without prejudice to any other remedy, to: a) cancel the Contract and any other agreement between the Parties; and/or b) refuse delivery under any Contract and any other agreement between the Parties. Unless otherwise agreed in writing, the Supplier shall arrange for the carriage of the Product and deliver it to the Customer's place of business or such other place nominated by the Customer according to agreed INCOTERMS. Each delivery or consignment shall stand as a separate Contract. Where applicable, the quantity and weight of any consignment of the Product as recorded by the Supplier upon despatch from the Supplier's place of business shall not be conclusive unless no notification is made by the Customer to the Supplier in accordance with clause 9. Deviations of quantities of the Product whether in default or in excess will constitute non fulfilment of delivery of the Product.
8. **CANCELLATIONS AND CHANGES.**- Requests for cancellation of an order, deferment of delivery date, or change in the quantity, design or size of the Product can be notified by the Customer to the Seller until an order is in the process of production or preparation. Supplier shall entertain Customer's requests unless it is proved that production or preparation for such particular order has started. Under the Customer's request Supplier shall make all reasonable efforts to find an alternative Customer for the Product.
9. **NOTIFICATION OF DAMAGE, NON-DELIVERY AND DEFECTS.**- The Customer shall notify the Supplier in writing within 15 days of the date of delivery of any transport damage to, partial loss or non-delivery of the Product, or in the case of total non-delivery within 15 days of the date by which the Product should have been received. The Customer shall notify the Supplier in writing within 30 days of the date of delivery if the Product is defective, or if it is in any way not in accordance with the Contract.
10. **RETURNS.**- Returns of unused Product in original condition and in unbroken, undamaged packaging with their original labels, shall be admitted by Supplier for credit to the Customer's account within 30 days after shipment.
11. **LIABILITY.**- The Seller warrants that Product delivered to Customer shall meet the Customer's standard specifications for such Product or any special specifications that are specifically agreed upon between the Seller and the Customer. The Seller declares that he is aware of the Customer's activities and final use of the Product and warrants merchantability and suitability of the Products for any particular use or purpose within the current activities of the Customer whether on its own or in combination with other substances. If the Customer establishes to the Supplier's reasonable satisfaction that the Product is not in accordance with the Contract or is defective, the Customer will have the option either to replacement of the Product or refund of the purchase price upon return of the Product without prejudice of any other remedies. The Supplier shall bear all charges for rejection of the Product. The Supplier's liability shall include all damages of any kind including without limitation, direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits or loss of revenue) arising out of or in connection with the Product supplied, whether by the negligence of the Supplier, a fraudulent misrepresentation made by the Supplier or any other reason.
12. **TERMINATION BY THE CUSTOMER.**- Without prejudice to any other rights to which it may be entitled, the Customer shall have the right to determine or suspend performance under the Contract with immediate effect if:
a) the Supplier is in default or commits a breach of the Contract or these Terms and Conditions; or b) an order is made or a resolution is passed for the winding up of the Supplier or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Supplier; or c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder; or d) a receiver is appointed of any of the Supplier's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier or if any other person takes possession of or sells the Supplier's assets; or the Supplier makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or e) the Customer ceases to trade; or f) there is a change of control of the Customer. If, in any of the circumstances set out in this clause, Product has not been delivered to the Customer and has not been paid for, the obligation of payment shall disappear immediately notwithstanding any previous arrangement to the contrary.
13. **FORCE MAJEURE.**- If either party is prevented, hindered or delayed in performing any of its obligations under this Agreement, by reason of a Force Majeure Event, it shall forthwith and in any event within 7 days give written notice to the other party declaring the extent of the Force Majeure Event, the date of its commencement and the effects of the Force Majeure Event on its ability to perform its obligations under the Contract. Subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay, the obligations of the party affected by the Force Majeure Event shall be suspended for as long as the circumstances may continue and until such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations. The party affected by a Force Majeure Event shall use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible. If either party is prevented from performance of its obligations for a continuous period in excess of sixty (60) days from the date of giving notice of the Force Majeure Event, the other party may terminate this agreement forthwith by written notice, whereupon: 1) all pending deliveries of the Product shall be cancelled unless the Customer notifies the Supplier otherwise; and 2) the Supplier shall immediately repay to the Customer any sums paid in respect of undelivered Product. For the purposes of this Agreement, "Force Majeure Event" means any event beyond the reasonable control of a party including without limitation acts of God, war, riot, civil commotion, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, strikes, restraints or delays affecting carriers and breakdown of plant or machinery.
14. **NOTICES.**- Unless otherwise agreed, all notices which are required to be given hereunder shall be in writing and shall be delivered by hand or sent by first class post: in the case of notices to the Customer, to its registered office, Průmyslová 2, 370 21 České Budějovice, Czech Republic; in the case of notices to the Supplier, to its registered office or such other address as shall be notified to the Customer by the Supplier.
15. **GENERAL.**- If any of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that term or condition shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining Terms and Conditions. Failure by the Customer to enforce any of these Terms and Conditions will not constitute a waiver of its rights to subsequently enforce such or any other of the Terms and Conditions. Neither party shall assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. A person who is not a party to the Contract has no rights to enforce any part of the Contract.
16. **LANGUAGE.**- The language of these Terms and Conditions of Purchase, as well as any contract for the purchase of the Product that we enter with you shall be English, which shall prevail over any other languages the Parties may use for their communication.
17. **JURISDICTION.**- The Contract shall be governed by and construed in accordance with the laws applicable at the legal domicile of the Customer and shall be subject to the jurisdiction of the Courts thereof.
18. **VARIATION.**- Any typographical, clerical or other error or omission in any order confirmation, payment document, or any other document or information issued by the Customer shall be subject to correction at any time without any liability on the part of the Customer. No officer, servant or agent of the Customer has authority to vary this Contract except with the express written consent of the Customer, and the Supplier acknowledges that it does not rely on any such representations which are not so confirmed.