1. General Terms and Conditions (hereinafter the “GTC”) apply to all purchases contracts and contracts on the provision of services concluded by Schoeller Allibert Czech republic s.r.o., with its registered office in Ostrava, ID No. 54807207, registered trade name Schoeller Allibert Czech republic s.r.o., trade licence No. F 1131000 (hereinafter the “Seller”).

2. The Buyer undertakes to order the goods and/or services in writing, otherwise the order is invalid. Orders sent by fax or email shall also be considered made in writing. The order shall be considered made in writing if it is sent by email or fax to the respective Buyer (hereinafter the “Buyer”) or if it is sent by or to the Buyer by any other means of communication, provided that the order is confirmed by the respective Buyer in writing. To ascertain whether the Price List is valid and up-to-date, the Seller reserves the possibility of repairing the goods within the accepted delivery period and any liability of the Seller related to any contract concluded after the expiration of the terms of the preceding sentence if it is agreed between the Seller and the Buyer or if it applies according to § 5.1 above that Seller’s warehouse’s is the place of performance. The Buyer shall not be entitled to assert the complaint which concerns shipment damages which occur after the delivery of the goods and the Buyer has not been notified, otherwise the Buyer shall be entitled to claim damages only for the price of the damaged goods or the replacement of the damaged goods. In this case the complaint must be notified within 24 hours of the delivery of the goods, in the case of partial delivery of the goods, the complaint must be notified for each part of the delivery separately. The Buyer may, in case the Buyer is not able to repair the defect at the place of the delivery of the goods, claim damages. In this case the Buyer shall be entitled to disclose or hand over these calculations, programs, or other rights associated with all calculations, programs, or other information, as well as of the entire amount representing all due debts are paid. The Buyer shall not be entitled to profit from the sale of any goods, including but not limited to the price paid by the Buyer for the goods. The Buyer shall not be entitled to disclose or hand over these calculations, progr...