

Delivery and payment terms and conditions of BJP, s.r.o.,

Art. I Scope of effect

1. These delivery and payment conditions (hereinafter, the DPC) constitute an integral part of the purchase contract concluded between the seller and the buyer pursuant to Sec. 409 et seq. of the Commercial Code.
2. Deviations from the DPC are effective only if explicitly negotiated in the contract.

Art. II. Origin of the contract

1. The proposal to conclude the contract, presented by the buyer (orally, in writing, telegraphically, by fax) shall be confirmed by the seller within a time limit set out in the proposal. If the time limit is not expressly determined by the buyer, the contract shall be confirmed within a period appropriate to the circumstances. The seller shall confirm the proposal by filling out the front section of the purchase contract.
2. The making of any changes in the proposal presented by the buyer does not constitute the origin of a purchase contract. In such a case, a proposal to conclude a purchase contract is involved, presented by the seller to the buyer, and the contract does not come into existence until the day of the delivery of the buyer's consent.
3. If both parties are interested in concluding the purchase contract but cannot agree on all points of the contract, it is possible to accept the solution that the wording of the contract shall be determined by a third person or a judge.

Art. III Form and appurtenances of the contract

1. The purchase contract shall always have a written form.
2. The contract comes into existence in a manner set out above in art. II if there is agreement at least on the subject of delivery.
3. Unless the time of performance is agreed, the seller is entitled to perform at any time.
4. Unless the price and the manner of its determination have been agreed, the seller shall be entitled to charge and the buyer shall be obliged to pay the price for which the delivered or equivalent goods were sold at the time when the contract was concluded.

Art. IV. Delivery conditions

1. Unless stated otherwise in the contract, the fulfillment and establishment of the right to charge the purchase price shall occur on the day when the buyer has been demonstrably enabled to handle the goods agreed.

2. If delivery via a carrier has been agreed, the delivery must be clearly marked as a shipment for the buyer.
3. The seller shall be obliged to hand over the document to the buyer at a time and in a manner sufficiently enabling the acceptance of the goods agreed.
4. Unless stated otherwise, the price of the goods shall also include the packaging material (stretch foils, cartons, cells, etc.). Reusable packaging shall be charged to the buyer together with the delivery as a separate item. Provided that, within one year from the dispatch of the goods, the packaging is returned undamaged to the seller's warehouses from which it was dispatched, the seller shall be obliged to accept the packaging and return the money to the buyer. On the documents, the buyer shall state the number of the delivery note to which the delivery of the reusable packaging is related.
5. If the buyer has arranged for its own transport of the goods, the seller shall store them for 10 days from the day when the buyer was invited to accept the goods. After the lapse of this period, the seller shall dispatch the delivery via a carrier at the buyer's cost.
6. In products or goods which are not accepted within 30 days from the date agreed, a fee of 1 EUR/day/pallet place shall be charged. Products or goods ordered by reference must be collected within 6 months from the date of the agreed first reference; otherwise a fee of 1 EUR/day/pallet place will be automatically charged and, simultaneously, no consideration will be given to any potential complaints.

Art. V
Liability for defects

1. The buyer shall notify the seller of any defects of the delivery in writing within 6 months at the latest.
2. The buyer is familiar with the Instructions for Storing PE foils and products made from them. These instructions are displayed on www.bjpcompany.cz.
3. The buyer shall, individually according to the character of the product ordered, be informed upon request on the relevant permissible manufacturing tolerances.

Art. VI
Payment conditions

1. The seller shall be entitled to charge the purchase price on the day when the goods were handed over to the buyer or the carrier for transportation, namely at the seller's operating facility unless agreed otherwise.
2. The buyer shall be obliged to pay the purchase price to the seller's account within the time limit of 14 calendar days after the sending of the goods or the document on the payment of the purchase price (usually an invoice) unless agreed otherwise.
3. In the case of delay in the payment, the buyer shall be obliged to pay to the seller interest on late payment in the amount of 0.05% of the purchase price for each day of delay.

4. If the buyer has debts towards the seller, the purchase agreement shall not be accepted.

Art. VII
Charging for packaging

1. Products made in the company BJP, s.r.o, are not considered as packaging and the purchase price of the manufactured products does not include charges for them. The responsibility for the charging of our products to an authorized company pursuant to valid legislation is assumed by the customer by purchasing the products. BJP, s. r. o. pays fees to an authorized company only for the packaging in which it sells the products manufactured (packaging foil, cartons, etc. ...).