

General Terms and Conditions – Jelínek-MDT a.s.

Supplier: Jelínek MDT, a.s.

Registered Office: Na Návsi 135, Veltruby 28002

Company ID: 4674171

These General Terms and Conditions govern the relationship between the Supplier and the Customer in the manufacture of metal and plastic parts, welded assemblies, and machine components made to order.

1. Subject of the Contract

These Terms and Conditions define the rights and obligations of the contractual parties in the manufacture and supply of machine components according to the Customer's specifications.

2. Purchase Order and Technical Documentation

Production shall commence on the basis of a written purchase order or an accepted quotation.

The Customer is obliged to provide complete and accurate technical documentation.

Any ambiguities in the documentation may suspend production.

Changes to the specification may affect both price and delivery date.

3. Price and Payment Terms

The price is determined according to the accepted quotation or calculation.

Invoices are payable within 14 days unless agreed otherwise.

An advance payment may be required for the first cooperation.

In case of delayed payment, further production may be suspended.

4. Delivery Deadlines

The delivery deadline becomes binding upon confirmation of the order and receipt of complete documentation.

The Supplier is not liable for delays caused by force majeure, material shortages, or changes in the specification.

Failure of the Customer to provide necessary cooperation extends the delivery deadline.

5. Handover, Transport, Packaging and Transfer of Risk

Products are handed over at the Supplier's registered office unless agreed otherwise.

Transport can be arranged at the Customer's expense.

Packaging is carried out according to the Supplier's internal procedures unless the Customer provides its own packaging instructions.

Special packaging must be specified in the order.

Risk of damage passes to the Customer upon acceptance of the products.

6. Quality, Tolerances and Liability

Products are supplied according to the Customer's documentation and applicable standards.

The Supplier is liable only for defects arising during production.

Requests for measurement reports must be stated in the order.

7. Claims and Complaints

Obvious defects must be reported within 3 working days; hidden defects within 30 days of discovery.

Claims must be submitted in writing using a complaint protocol.

Defective items must be returned to the Supplier for assessment.

The claim applies only to defective items, not to the entire delivery.

The Customer may not withhold payment of the entire invoice due to a partial claim.

Non-defective items must be paid within the due date.
Remedy is provided by repair, replacement, or a price reduction.
A claim does not suspend the obligation to pay.

8. Protection of Technical Information

All drawings and technical information of the Customer are confidential.
The Supplier may not disclose them to third parties without the Customer's consent.
Documentation may be archived for repeated production.

9. Penalties for Late Payment

In case of delay, statutory interest on late payment shall be charged.
A contractual penalty of 0.05% of the outstanding amount per day may also be charged.
The Customer must pay a flat compensation of CZK 1,200.
If the delay exceeds 30 days, further production may be suspended.

10. Storage Fees

The Customer must collect the products within the agreed deadline.
After 5 days from notification, a storage fee of CZK 200 per pallet per day may be charged.
Storage fees are charged until collection.
After 30 days, full payment for the order may be required before release of the products.
After 60 days, the Supplier may proceed according to Section 2609 of the Civil Code.

11. Disposal of Uncollected Products

If the Customer does not collect the products within 60 days, disposal or sale may be initiated.
The Customer will be notified in writing and given an additional 15-day period.
Costs of disposal or handling are borne by the Customer.
Proceeds from the sale shall cover storage and costs; any remaining amount will be returned to the Customer.
If the proceeds are insufficient, the Customer shall pay the difference.

12. Personal Data Protection (GDPR)

Personal data are processed for the purposes of contract performance, accounting, communication, and protection of legal claims.
Processing is carried out in accordance with GDPR and the Personal Data Protection Act.
Data may be shared only with accounting, tax, legal, and logistics service providers.
The Customer has the right to access, rectify, erase, restrict processing, object, and lodge a complaint with the Data Protection Authority.
Data are retained for the period necessary to fulfil contractual and legal obligations.

13. Material Supplied by the Customer

The Customer is responsible for the quality, suitability, chemical composition, and certification of supplied material.
The Supplier is not liable for defects caused by defective material provided by the Customer.
Defective or unsuitable material may be rejected.
Costs arising from defective material are borne by the Customer.
Failure to supply material on time extends the delivery deadline.
Material is stored at the Customer's risk; storage fees may apply.