The Buyer shall be entitled to reject the given invoice. The Seller shall be responsible for all consequences resulting from non-acceptance of the invoice. Where confirmation by the Seller deviates from the order, the Buyer shall be expressly informed of any changes in this regard.

5.3 The Buyer shall be entitled to demand a contractual penalty in the amount of 0.5% of the price for each late day with receipt of the goods, up to a maximum of 25% of the purchase price. In the event of delayed delivery, the Buyer shall be entitled to demand a contractual penalty in the amount of 0.5% of the price for each day of delay, up to a maximum of 25% of the purchase price. The Buyer shall have the right to withdraw from the contract where the Seller has not successfully provided cure within a reasonable period set. The Buyer shall also be entitled to reduce remuneration, request discount instead of performance, or withdraw from the contract in the case of additional delays.

6.2 Delays in acceptance presupposes that the Seller has issued a written request to the Buyer for acceptance of the goods. The Buyer shall immediately be informed by the Seller of any disruptive events; where the Seller culpably neglects to provide such notification, claims for compensation of damages shall remain unaffected. Where an order of the Buyer is not confirmed in writing by the Seller within ten days, the order shall cease to be effective. Where confirmation by the Seller deviates from the order, the Buyer shall be expressly informed of any changes in this regard. Where an order of the Buyer is not confirmed in writing by the Seller within ten days, the order shall cease to be effective. The Buyer and all its affiliated companies pursuant to Section 71 of Act No. 90/2012 Coll., on business combination and transformation, or any of its affiliated companies. The Seller shall not be entitled to offset any of its claims against the Buyer or its affiliated companies.

7.1 The Buyer shall be entitled to withdraw from the contract after unsuccessful expiry of the respective period for provision of performance and demand for compensation instead of the performance where the Seller has not successfully provided cure within a reasonable period set. The Buyer shall also be entitled to reduce remuneration, request discount instead of performance, or withdraw from the contract in the case of additional delays. The Seller shall also be entitled to reduce remuneration, request discount instead of performance, or withdraw from the contract in the case of additional delays. The Buyer shall have the right to unilateral assertion of claims based on product liability and product quality warranty against the Seller. The Buyer shall also have the right to withdraw from the contract where the Seller is in breach of its obligations to the Buyer. The Buyer shall have the right to withdraw from the contract where the Seller is in breach of its obligations to the Buyer. The Buyer shall also have the right to withdraw from the contract where the Seller suspends its payments or applies for the insolvency of the Seller. The Seller shall guarantee the Buyer with a warranty of 24 months for the goods supplied. The Seller shall undertake to treat as a trade secret all commercial or technical details not commonly known that it obtains from the Buyer and all its affiliated companies.

15.4 The Seller shall keep the manufacturing materials provided in its possession on behalf of the Buyer. The Buyer shall have the right to request handover of the manufacturing equipment at any time. The Seller shall have the right to withdraw from the contract where the Seller has not successfully provided cure within a reasonable period set. The Seller shall also be entitled to reduce remuneration, request discount instead of performance, or withdraw from the contract in the case of additional delays.

16.2 The Buyer provides the Buyer with a warranty of 24 months for the goods supplied. The Buyer shall have the right to withdraw from the contract where the Seller is in breach of its obligations to the Buyer. The Buyer shall also have the right to withdraw from the contract where the Seller suspends its payments or applies for the insolvency of the Seller. The Seller shall guarantee the Buyer with a warranty of 24 months for the goods supplied. The Seller shall undertake to treat as a trade secret all commercial or technical details not commonly known that it obtains from the Buyer and all its affiliated companies.

15.1 The Seller shall provide the Buyer with a warranty of 24 months for the goods supplied. The Seller shall undertake to treat as a trade secret all commercial or technical details not commonly known that it obtains from the Buyer and all its affiliated companies.
private law and the UN Convention for the International Sale of Goods (CISG) are excluded.

16.5 Separate agreements (i.e. contracts and orders) between the parties deviating from or supplementing these Terms and Conditions shall take precedence.

16.6 Should one or several of the above provisions be ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected by this. The invalid provision shall in that case be replaced by a legally valid provision that most closely approximates the meaning and purpose of these Terms and Conditions.