N.F.I. METALL s.r.o.
Čihadlo 854/1a, 784 01 Litovel, Česká republika
IČO 25865161 · DIČ CZ25865161

General Terms and Conditions of Sale and Delivery

for supplies and services of N.F.I. METALL s.r.o.

Version 1/2026 · valid from 1 November 2026

1. Scope

These General Terms and Conditions of Sale and Delivery (the "Terms") govern the legal relationship between N.F.I. METALL s.r.o., Čihadlo 854/1a, 784 01 Litovel, Česká republika, IČO 25865161 · DIČ CZ25865161, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Insert 23033 (the "Seller"), and its customer (the "Buyer") for the supply of goods, in particular machined parts, weldments, fixtures and assemblies, and related services (machining, measurement, assembly, modifications).

The Terms apply exclusively between businesses. They apply to all offers, order confirmations, contracts of sale and contracts for work of the Seller unless otherwise agreed in writing. Deviating provisions in an individual contract or order confirmation prevail over the Terms.

The Buyer's terms of business or purchasing conditions become part of the contract only if the Seller has expressly confirmed them in writing. Neither the Seller's silence nor performance of the contract constitutes acceptance of the Buyer's conditions.

2. Offer and conclusion of contract

The Seller's offers are non-binding unless a validity period is stated. The contract is concluded upon receipt of the Seller's written order confirmation (e-mail suffices) or upon commencement of performance.

The scope of supply is determined exclusively by the written order confirmation and the documentation referred to therein (drawings, 3D data, bills of materials, specifications, revision levels). Subsequent changes to scope, revision or dates require written agreement and may lead to an adjustment of price and delivery date.

The offer is based on the documentation provided by the Buyer. If the Seller finds after conclusion of the contract that the documentation is incomplete, contradictory or technically not feasible, it will inform the Buyer and the parties will agree on how to proceed; the delivery date is extended reasonably by the clarification period.

3. Prices and payment

Prices are stated in the currency of the offer (EUR or CZK) exclusive of VAT, EXW Litovel (Incoterms 2020), excluding packaging, transport and insurance, unless otherwise agreed.

Invoices are payable within 30 days of the invoice date without deduction unless otherwise agreed. For larger orders the Seller may require an advance payment or progress invoicing. Payment is deemed made when the amount is credited to the Seller's account.

In the event of late payment the Buyer owes statutory default interest and the costs of recovery. The Seller may suspend further performance until due receivables are settled. The Buyer may set off only undisputed or legally established claims.

4. Delivery and dates

Unless otherwise agreed, delivery is EXW Litovel (Incoterms 2020). Risk passes to the Buyer upon handover of the goods to the Buyer or to the first carrier.

The delivery period starts with the order confirmation, but not before all technical questions are clarified, complete documentation is handed over, any materials or parts to be supplied by the Buyer are delivered and any agreed advance payment is received.

The Seller is entitled to make and invoice partial deliveries. If a delay is foreseeable, the Seller informs the Buyer in writing without undue delay and proposes a new date or partial deliveries. Contractual penalties for delay apply only if expressly agreed in writing and are limited to 5 % of the price of the delayed part of the delivery.

5. Documentation, tolerances and material

The Buyer is responsible for the correctness, completeness and feasibility of the documentation provided (drawings, 3D models, bills of materials, standards). The Seller manufactures to the latest revision handed over in writing and is not obliged to review the documentation beyond customary process planning.

Where the drawing does not specify tolerances, ISO 2768-mK applies. Surface and heat treatments are carried out as specified on the drawing; where the drawing is silent, according to customary engineering practice.

Materials or components supplied by the Buyer must be delivered on time, in the required quality and with certificates. The Seller is not liable for defects caused by such inputs. The Seller may source material and subcontracted processes (surface treatment, heat treatment) from its suppliers.

6. Quality, inspection and marking

The Seller operates a quality management system certified to ISO 9001 and an environmental management system certified to ISO 14001. Every delivery passes a final inspection according to the Seller's checklist.

Measurement reports for toleranced parts and weldments are supplied to the extent agreed in the order confirmation. Marking of parts to the Buyer's factory standards is carried out where the standard has been provided and marking has been agreed.

7. Acceptance and notification of defects

The Buyer shall inspect the goods upon receipt. Obvious defects, damage to packaging and quantity discrepancies must be notified in writing within 10 working days of delivery at the latest; transport damage must be recorded with the carrier upon receipt. Hidden defects must be notified without undue delay after discovery and no later than the end of the warranty period.

A notification of defects must state the order and delivery note numbers, the part designation, a description of the defect and, where possible, photographs or a measurement report. The Seller is entitled to examine the defect at its own premises or at the Buyer's.

The Seller remedies justified defects, at its option, by repair or replacement within a reasonable period. Only if this fails may the Buyer reduce the price reasonably or withdraw from the contract in respect of the defective part of the delivery. Interventions in the goods without the Seller's consent void the Buyer's warranty rights.

8. Warranty and liability

The Seller provides a warranty of 12 months from delivery unless otherwise agreed. The warranty covers manufacturing defects and conformity with the documentation provided. It does not cover normal wear, improper use, maintenance or storage, modifications by the Buyer or third parties, or defects resulting from the Buyer's design or documentation or from material supplied by the Buyer.

The Seller's liability under an individual contract is limited to the invoiced value of the affected delivery. The Seller is not liable for indirect or consequential loss, in particular loss of profit, production downtime, costs of replacing parts at third parties or contractual penalties claimed from the Buyer by its customers. This limitation does not apply to damage caused intentionally or by gross negligence or where limitation of liability is prohibited by law.

9. Retention of title

The goods remain the property of the Seller until full payment of the purchase price including ancillary claims. Until then the Buyer may neither pledge nor otherwise encumber the goods; in case of further processing or resale the Buyer assigns the resulting claims to the Seller by way of security up to the amount of the outstanding price.

10. Documentation, intellectual property and confidentiality

Drawings, models and specifications provided by the Buyer remain its property and are used by the Seller solely to perform the contract. Manufacturing processes, programs, fixtures and know-how of the Seller remain its property even if created for a specific order, unless otherwise agreed.

Both parties keep confidential all non-public technical and commercial information of the other party, also after the end of the cooperation. The Seller does not name the Buyer as a reference without the Buyer's prior consent.

11. Changes and cancellation

If the Buyer cancels the order in whole or in part for reasons within its sphere, it reimburses the Seller for the costs demonstrably incurred, in particular procured material, work performed, ordered subcontracted services and their cancellation costs, but not more than the agreed price. The same applies if the Buyer fails, without agreement, to provide the cooperation required for performance for more than 30 days.

12. Force majeure

Events beyond the parties' control, in particular natural disasters, epidemics, war, strikes, official measures, energy outages and unforeseeable failures of material or subcontracted supplies, release the affected party from liability for delay for the duration of the event. The affected party informs the other party without delay. If the impediment lasts longer than three months, either party may withdraw from the unperformed part of the contract.

13. Final provisions

The legal relationship between the parties is governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The court competent for the Seller's registered seat has jurisdiction over disputes.

Legal declarations concerning the contract require written form; e-mail satisfies the written form. Should any provision of these Terms be invalid, the validity of the remaining provisions is not affected. The Terms are available in Czech, German and English; in case of discrepancy the Czech version prevails.

These Terms take effect on 1 November 2026 and replace all previous versions. The current version is available at www.nfi.cz.