



JDK-tech s.r.o. Hollého 201/48 01501 Rajec Slovakia

IČO/Business ID : 53626010 IČ DPH/VAT ID : SK2121430190

jdktech@jdktech.sk

# GENERAL TERMS AND CONDITIONS

## 1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as the “GTC”) govern the legal relationships between the Seller (Contractor) and the Buyer (Customer) within the scope of their business activities.

1.2 The legal relationships shall be governed by the Commercial Code.

1.3 These GTC become binding upon confirmation of the order by the Seller.

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## 2. Subject of Performance

2.1 The Seller manufactures parts based on:

- a sample supplied by the Buyer, or
- drawings / technical documentation supplied by the Buyer.

2.2 The Seller may also arrange subcontracted operations (e.g., heat treatment, surface finishing) to deliver parts ready for assembly.

2.3 The Buyer is responsible for the accuracy, completeness, and technical suitability of the supplied documentation.

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## 3. Price and Payment Terms

3.1 The price is specified in the order confirmation.

3.2 Payment is due within 14 days from the invoice date, unless agreed otherwise.

3.3 A complaint does not suspend the due date of the invoice.

3.4 In the event of late payment, the Seller is entitled to charge statutory default interest.

3.5 The Seller retains title to the goods until full payment of the purchase price.

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## 4. Delivery Terms

4.1 Delivery dates are indicative and may change depending on:

- production capacity,
- material availability,
- technical complexity of the parts,
- force majeure,
- subcontracted operations (e.g., heat treatment, surface finishing).



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4.2 In the case of subcontracted operations, the Seller has no direct control over process duration, which may affect the final delivery date.

4.3 The Seller shall not be liable for consequential damages, loss of profit, or contractual penalties of the Buyer unless expressly agreed in writing.

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## 5. Transfer of Risk

5.1 The risk of damage to the goods passes to the Buyer upon handover to the carrier or upon collection by the Buyer.

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## 6. Complaints

6.1 The Buyer is obliged to inspect the goods immediately upon receipt.

6.2 Obvious defects must be reported within 5 working days from receipt; hidden defects without undue delay after discovery.

6.3 The Buyer shall allow the Seller to examine the complaint and provide necessary cooperation. Upon request, the Buyer shall send the claimed goods to the Seller's address.

6.4 The Buyer bears the cost of sending the claimed goods. If the complaint is justified, reasonable costs will be reimbursed.

6.5 In the event of an unjustified complaint, the Buyer shall bear all costs related to its assessment, including technical inspection, transport, handling, and administrative costs.

6.6 The Seller is entitled to reject a complaint if the Buyer fails to provide necessary cooperation or does not allow inspection.

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## 7. Limitation of Liability

7.1 The Seller's liability is limited to the amount of the price of the delivered goods.

7.2 The Seller shall not be liable for:

- assembly errors,
  - improper use,
  - interventions by third parties,
  - defects caused by incorrect documentation supplied by the Buyer.
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## 8. Tolerances and Technical Standards

8.1 Unless expressly stated otherwise in the drawings or technical documentation, dimensions and geometrical tolerances shall comply with applicable technical standards valid at the time of production (in particular general ISO tolerances).



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8.2 If the documentation does not specify precise tolerances, material specifications, surface roughness requirements, or other technical parameters, the Seller is entitled to apply standard manufacturing tolerances appropriate to the type of production.

8.3 The Seller shall not be liable for defects caused by:

- ambiguous, incomplete, or incorrect documentation,
- additional requirements of the Buyer not included in the confirmed order.

8.4 Deviations within applicable technical standards shall not be considered defects.

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## 9. Suspension of Production and Deliveries

9.1 If the Buyer is in default with payment of any due invoice, the Seller is entitled to:

- suspend production,
  - suspend deliveries,
  - retain work in progress or finished goods,
- until all outstanding obligations are fully settled.

9.2 Delivery times shall be reasonably extended for the duration of such suspension.

9.3 The Seller shall not be liable for damages incurred by the Buyer as a result of a justified suspension.

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## 10. Termination of Contract

### 10.1 Termination by the Buyer

The Buyer may terminate the contract only with the Seller's consent and in written form (email or letter).

- If production has already commenced or materials have been ordered, the Buyer shall reimburse reasonable costs incurred.
- Termination does not affect the obligation to pay invoices already issued.

### 10.2 Termination by the Seller

The Seller may terminate the contract if:

- the Buyer fails to fulfill payment or other substantial obligations,
- force majeure prevents proper performance,
- a material breach of contract by the Buyer occurs.

### 10.3 Compensation of Costs

In the event of termination, the terminating party shall reimburse documented costs incurred in connection with contract performance up to a maximum of the contract value. The Buyer shall not be entitled to compensation for lost profit.

### 10.4 Form

Termination must be in writing and becomes effective upon delivery.



## **11. Force Majeure**

11.1 Force majeure shall mean circumstances beyond the control of the parties preventing proper performance (e.g., natural disasters, fire, energy outages, war, strikes, supply chain disruptions, government decisions, etc.).

11.2 During the duration of force majeure, the Seller shall not be deemed in default.

11.3 If force majeure lasts longer than 60 days, either party may terminate the contract.

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## **12. Confidentiality and Protection of Documentation**

12.1 The Seller undertakes to maintain confidentiality regarding the Buyer's technical documentation.

12.2 The Buyer warrants that the supplied documentation does not infringe third-party rights (e.g., patent or copyright).

12.3 The Buyer shall indemnify the Seller for any damage resulting from infringement of third-party rights arising from documentation supplied by the Buyer.

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## **13. Intellectual Property and Tools**

13.1 Unless otherwise agreed in writing, technological processes, manufacturing programs, fixtures, and tools produced by the Seller remain the Seller's property, even if produced for a specific order.

13.2 The Buyer has no right to request their release unless expressly agreed.

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## **14. Packaging and Dispatch**

14.1 The goods shall be packaged in a standard manner customary for the given type of product unless agreed otherwise.

14.2 Special packaging or labeling must be agreed in advance and may be charged separately.

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## **15. Partial Performance**

15.1 The Seller is entitled to deliver partial performance if the nature of the order allows it.

15.2 Each partial delivery may be invoiced separately.

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## **16. Governing Law and Jurisdiction**

16.1 The legal relationships shall be governed by the laws of the Slovak Republic.

16.2 The competent court shall be the court having subject-matter and local jurisdiction according to the Seller's registered office.

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## **17. Final Provisions**

17.1 The cooperation is governed exclusively by the confirmed order and these GTC.

17.2 Any contractual penalties or claims for consequential damages must be expressly agreed in writing.

17.3 The parties undertake to resolve disputes primarily through amicable settlement.

17.4 These GTC enter into force on 01 February 2026.