
These general business and delivery terms and conditions of ZEOCEM a.s. (the "Terms") govern the relationship of ZEOCEM, a.s., as the seller, and its customers, as the purchasers, when selling goods. The Terms shall apply, unless stipulated otherwise in a concluded order/contract (the "Contract").

1. Obligation of the Seller and the Purchaser

1.1 The Seller is obliged to deliver the goods to the Purchaser, and hand the documents relating to the goods / delivery notes, invoices and certificates of quality / over to the Purchaser.

1.2 The Purchaser is obliged to take the delivered goods over properly and to pay the purchase price.

1.3 The title to the delivered goods shall pass from the Seller to the Purchaser after the payment of the purchase price in full.

1.4 The sold goods shall mean zeolite products and products based on zeolite, specified in more detail in the Contract.

1.5 The Purchaser undertakes not to use, directly or indirectly, the products of zeolite obtained from the Seller in any form for any applications intended for use or utilisable by people, such as nutritional supplements for human use or for use in human medicine, etc.

It is strictly prohibited to use products of zeolite obtained from the Seller in any form for any human purpose.

1.6 If the Purchaser fails to comply with the provisions of paragraph 1.5, the Seller is entitled to withdraw from the Contract, to claim from the Purchaser redress and demand return or documented destruction of all materials supplied by the Seller at no cost to the Seller and, at the same time, the Seller has the right to demand a contractual penalty in the amount of EUR 100,000 for each infringement of obligations and in the case of a continuing violation, the penalty is payable for each month until the end of the infringement. In addition, the Seller is entitled to claim damages in excess of the agreed amount of the contractual penalty.

2. Supply of Goods

2.1 The Purchaser send the request for the delivery of goods to the Seller by fax, e-mail or post. The Purchaser's request specifies the name and quantity of goods, packaging, date and place of delivery to which the goods are to be delivered in accordance with the terms and conditions of the Contract and these Terms. Each request for the delivery of goods shall be accepted (confirmed) by the Seller in writing, otherwise Seller is not obliged to deliver the goods. The Seller undertakes to deliver the goods at the standard delivery period 10 working days from the receipt of the request for the delivery of goods, unless otherwise specified in the Contract. The Seller reserves the right in the event of failure or other objective circumstances which may make it impossible to prepare goods, cancel the supply of goods 24 hours prior to the delivery date at the latest. The obligation of the Seller to deliver goods to the Purchaser is fulfilled if the Seller allows the Purchaser to dispose of the goods. The place where this happens shall be the place of the delivery of goods. The Purchaser shall confirm the acceptance of the goods by signing the delivery note and/or CMR.

2.2 The risk of damage to the goods shall pass to the Purchaser by handover at the place of delivery of the goods directly to the Purchaser and/or authorised carrier.

2.3 In the event that the transport is arranged for by the Purchaser, the Contract must state the exact place of landing, contact person of the carrier and/or a person authorised by the Purchaser, including contact details of such person. The Purchaser or a carrier authorized by the Purchaser shall notify the date of arrival of the truck, its number plate or the driver's name and contact details of the driver.

2.4 The Purchaser is obliged, till the expiry of the validity and effectiveness of the Contract, to take over all ordered and already dispatched supplies of goods.

2.5 Loading of goods is carried out on working days between 6:00 a.m. to 2:00 p.m. The Purchaser or the carrier must arrive for the loading of the whole truck before 1.00 p.m. They can arrive outside the period specified only in agreement with the sales staff concerned.
2.6. The packaged goods (bags, big bags) can be delivered on a single or EUR-pallet. Pallets are not included in the price of goods and are invoiced separately, unless otherwise agreed.

3. Guarantee Period

3.1. Two-year Warranty Period applies to all products.

   Exemption: Half-year Warranty Period shall apply to the product groups Klinomix and Cinomix from the BUILDING area.

3.2. The packaged products have indicate on their packaging the date of manufacture on which the relevant warranty period starts.

3.3. In the case of products for which it is not possible to indicate the date of manufacture on the packaging (e.g. goods in bulk), the relevant warranty period starts from the date of dispatch from the Seller.

3.4. The Seller guarantees the warranty period if the conditions of storage (in particular, goods are not exposed to weather conditions, placed at covered and dry places and premises, enclosed in intact and closed containers) specified in the technical data sheets of products.

4. Conditions and Complaints Procedure

4.1. The Purchaser may only lodge a complaint with regard to the parameters included in the product specification or in the Contract.

4.2. The complaint must contain clear information on the non-conformity of the product with the product specification or the Contract. This also applies to the complaints concerning the quantity and type of the goods delivered or failure to comply with other obligations of the Seller towards the Purchaser. The essential particulars of the complaint include:
   a) the number of the delivery note or the invoice;
   b) date and place of supply;
   c) type and amount of the claimed goods with relevant documentation (weighbridge tickets, or photo);
   d) the claimed defect and desired way of dealing with complaint;
   e) signature of the Purchaser.

4.3. The Purchaser shall submit the complaint of the goods to the seller in writing.

4.4. The Purchaser is obliged to submit a complaint about obvious defects of the goods at the takeover of the goods by recording thereof in the delivery note or CMR; however, no later than within seven days after delivery of the goods to the Purchaser.

4.5. The Purchaser shall inform the Seller about its complaint concerning weight as soon as the difference in weight compared to the data on the delivery documents is found. Only weighing results on trade approved weighing scales are acceptable. The Purchaser or a person authorized the Purchaser shall record the differences observed at the delivery of the goods at the place of delivery in the delivery note.

4.6. In the case of a complaint concerning quality, the Purchaser shall allow the taking of samples in the presence of a representative of the Seller in the quantity sufficient to prepare three equal samples, protected against any unauthorized manipulation /e.g. by a seal/. These samples will be used to test the quality of all quality parameters inconsistencies of which according to the relevant standards or by the Contract were detected by the Purchaser.

4.7. One sample shall be retained by the Purchaser to carry out its own comparative tests. The second sample will be used for their own tests of the Seller. The third sample will be left with the Purchaser, if tests by an accredited independent testing laboratory would be required.

4.8. The Purchaser and the Seller shall exchange their test results in writing. In the event of different results on which the complaint can not decided between the Seller and the Purchaser, the Purchaser shall arrange for delivery of the third sample to a commonly selected independent accredited testing laboratory. The complaint will be decided based on the results of the tests carried out by the independent accredited testing laboratory. The Purchaser and the Seller agrees to accept the results of the tests carried out by such testing laboratory as a final verdict for resolving the complaint.
4.9. Upon obtaining the results of the tests, the Purchaser shall notify the Seller in writing the manner of resolving the complaint. The costs for performance of all tests and costs associated with the complaint shall be borne by the Party that is adversely affected by the complaint procedure.

4.10. Any damage caused to the goods during the transport shall remain under full responsibility of the carrier. In the case if the transport is organized by the Seller, the Seller shall forward the Purchaser’s complaint, if any, to the carrier. When supplies are made by rail transport rather carrier, the carrier shall draw up commercial minutes. The complaint must by accompanied by a copy of the bill of lading and the delivery note and the commercial minutes.

5. Payment Terms

5.1 The Seller shall issue and send the invoice to the Purchaser within 3 working days from the date of dispatch of the goods. The invoice shall be deemed settled on the date of crediting of the funds to the Seller’s bank account.

5.2 If during the term of the Contract any payment difficulties on the part of the Purchaser occur, the Seller reserves the right to make next supplies for payment in advance based on the quote (a proforma invoice) issued by the Seller.

5.3 If the Purchaser fails to pay the agreed purchase price on the due date, the Seller shall be entitled to default interest in the amount of 0.05% of the outstanding amount for each day of delay.


6.1. The Parties agree that all written communication between the Parties in connection with the Contract or these Terms shall be addressed to the current address of their registered offices (or the places of business) specified in the Contract, unless they notify the change of their addresses. All documents delivered between the Parties in connection with the Contract or these Terms shall be deemed delivered no later than on the third day after they are sent by registered mail (the invoice of the Seller shall not sent by registered post) to the agreed address, regardless of whether the addressee learned about the document or whether the document is received by the addressee. In the event of a takeover of the serviced document by the addressee before the end of the third day, this earlier day of acceptance of the document by the addressee shall be considered the date of service.

6.2 The Seller has the exclusive right to change this General Business and Delivery Terms for the sale of goods, depending on changes in relevant legal regulations or its business policy. This change, together with the effective date thereof shall notify the Seller on its website www.zeocem.com

6.3. The Purchaser and the Seller consider the information provided in the Contract as confidential.

6.4. Unless otherwise stipulated in these General Business and Delivery Terms and Conditions, the relationship between the Purchaser (whether a natural or a legal person) and the seller Zeocem, a.s., the relevant provisions of the Commercial Code or the Civil Code of the Slovak Republic, as the case may be, shall apply.

6.5. These General Business and Delivery Terms and Conditions shall apply as of 1st February 2019.

In Bystré, on 1st February 2019

Ing. Pavel Kobulej
Member of the board