

KOGAL STEEL s.r.o.

Terms and Conditions



These Terms and Conditions govern the business relationship between **KOGAL STEEL s. r. o.**, registered office at Mierová 94, 066 01 Humenné, Slovak Republic (hereinafter referred to as the “**Supplier**”), and its business partners (hereinafter referred to as the “**Customer**”).

1. Scope of Activities

The Supplier provides, in particular:

- fabrication of steel structures,
- manufacture of welded steel assemblies,
- custom metal fabrication based on technical drawings,
- cutting, machining, and assembly preparation,
- surface treatment services,
- logistics and delivery as agreed between the parties.

2. Quotations

Unless expressly stated otherwise, all quotations issued by the Supplier are non-binding.

Quotations are generally valid for a period of **7 days** unless otherwise agreed.

Quotations are prepared based on the information, documentation, and specifications provided by the Customer.

Should the project scope, technical documentation, materials, specifications, or delivery schedule change after the quotation has been submitted, the Supplier reserves the right to revise the quoted price accordingly.

The quotation includes only those items expressly stated therein. Any work, services, materials, or deliveries not explicitly included in the quotation shall be considered additional work and will be subject to separate pricing and approval.

3. Formation of Contract

A contractual relationship is established by:

- written confirmation of an order,
- written acceptance of a quotation,
- execution of a separate written agreement.

Any verbal agreements shall be binding only if subsequently confirmed in writing by both parties.

4. Technical Documentation

The Customer is responsible for the accuracy, completeness, and correctness of all documentation, drawings, dimensions, specifications, and technical requirements supplied to the Supplier.

The Supplier shall not be liable for defects, delays, or additional costs resulting from incorrect, incomplete, or inaccurate documentation provided by the Customer.

Where the supplied documentation is incomplete or insufficient for production purposes, the Supplier shall be entitled to suspend production until the required information or documentation has been provided.

5. Delivery Times

Delivery times are indicative unless expressly confirmed in writing as binding.

The delivery period shall commence only after:

- confirmation of the order,
- receipt of complete technical documentation,
- approval of all production details,
- receipt of any agreed advance payment.

Should the Customer request changes to the scope, design, specifications, documentation, or delivery requirements, the delivery schedule shall be adjusted accordingly.

The Supplier shall not be liable for delays caused by force majeure, material shortages, transport disruptions, supplier delays, or changes requested by the Customer.

6. Prices and Payment Terms

All prices are stated exclusive of VAT unless expressly stated otherwise.

Invoice due dates shall be specified on the invoice or agreed individually between the parties.

For larger projects, the Supplier reserves the right to require:

- an advance payment,
- interim or milestone invoicing,
- payment prior to shipment.

In the event of late payment, the Supplier reserves the right to:

- suspend production,
- withhold delivery of goods,
- require advance payment for future orders.

Any statutory interest on late payments and recovery costs may be charged in accordance with applicable law.

7. Delivery and Transfer of Risk

The place of delivery shall be agreed between the parties for each order.

The Supplier may make partial deliveries where the nature of the project reasonably permits.

The risk of loss or damage to the goods shall pass to the Customer:

- upon acceptance of the goods by the Customer, or
- upon handover of the goods to the carrier, unless otherwise agreed in writing.

The Customer is obliged to inspect the shipment immediately upon delivery and to report any visible damage, shortages, or discrepancies without undue delay.

8. Retention of Title

All goods supplied by the Supplier shall remain the property of the Supplier until the purchase price has been paid in full.

9. Claims and Complaints

The Customer shall notify the Supplier of any apparent defects without undue delay and no later than **5 business days** after receipt of the goods.

Any hidden defects shall be reported without undue delay after their discovery.

All claims must be submitted in writing and shall include:

- a description of the defect,
- photographs where applicable,
- all relevant supporting documentation.

The Supplier shall not be liable for defects resulting from:

- improper installation,
- improper use or handling,
- modification or intervention by a third party,
- incorrect, incomplete, or inaccurate documentation provided by the Customer.

Variations falling within normal manufacturing tolerances and applicable technical standards shall not be considered defects.

10. Limitation of Liability

The Supplier's total liability for any claim, loss, damage, or expense arising out of or in connection with the contract shall be limited to the value of the respective order or contract.

The Supplier shall not be liable for indirect, incidental, consequential, or special damages, including loss of profit, project delays, loss of production, loss of business opportunity, or any consequential losses, except where liability cannot be excluded under mandatory applicable law.

11. Force Majeure

Force majeure shall mean any event beyond the reasonable control of either party, including but not limited to:

- war,
- strikes or labour disputes,
- fire,
- flood,
- power outages,
- disruptions to supply chains,
- governmental or legislative restrictions.

Where a force majeure event occurs, the affected party's obligations shall be suspended for the duration of the event, and all relevant deadlines shall be extended accordingly.

12. Confidentiality

Technical documentation, quotations, pricing information, drawings, specifications, and other business information exchanged between the parties shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the other party, except where disclosure is required by law.

13. Governing Law

All legal relationships arising from these Terms and Conditions shall be governed by the laws of the Slovak Republic unless otherwise agreed in writing.

14. Final Provisions

The Supplier reserves the right to amend or update these Terms and Conditions at any time. The current version is published on the Supplier's website and shall become effective upon publication unless stated otherwise.

15. Scope of Supply and Design Responsibility

The Supplier performs manufacturing activities exclusively on the basis of documentation, drawings, and specifications provided by the Customer.

Unless expressly agreed otherwise in writing, the Supplier shall not be responsible for:

- structural design,
- engineering calculations,
- static analysis,
- product functionality,
- design verification.

The Customer is solely responsible for the accuracy, completeness, and suitability of the technical design and engineering solution provided for manufacture.