

GENERAL TERMS AND CONDITIONS OF SALE:

1. Assets are being sold on the „seen – bought“ basis without the right of the Buyer to subsequently complain on the quality and the sale price.
2. Payment terms:
Buyer may offer advanced payment or differed payment with the payment deadline not longer than 30 days from the day of the delivery of goods.
3. Insurance and payment insurance instruments:
In case of differed payment Buyer is obliged to submit adequate instrument for insurance of payment: bank guarantee, debenture or cash deposit.
4. Bid validity:
Bid has to be valid (bid option) at least 90 days from the deadline for submission of bids.
Seller may decline any bid with the deadline shorter than requested.
Seller may request extension of bid validity deadline for the reasons set by itself.
In case Bidder accepts such extension of bid validity deadline, this shall be confirmed in writing.
During the extended bid validity period neither the Seller nor the Bidder shall ask for the revision of bid.
5. Mode and deadline for submission of bid:
Bidder selects the mode for submission of bid and bears all the risks of possible loss or untimely submission of its bid.
Bid must be submitted to the Seller at latest till the deadline set in the Invitation to bid and by means defined in each separate Invitation to bid.
Bids, which have not been received within the defined deadline, shall not be opened, shall be marked as „late submission“ and shall be returned to the Bidder without opening. In case of late submission of bid via e-mail, bid shall not be taken into consideration.
Bids shall be opened by the Seller's authorized representative without the presence of the Bidder i.e. without a public opening.
6. Bid selection criteria:
Incomplete, unclear bids, bids offering price zero or negative for certain items i.e. representing cost for the Seller shall not be taken into consideration during the selection of the most favourable bid.
Seller shall, among the Bidders evaluated as capable and acceptable, upon conducted negotiations procedure, select the Bidder offering **the highest price**.
Seller is entitled to conduct price negotiations including negotiations via e-mail.
Seller shall submit to the Bidder Decision on selection or Decision on cancellation via mail/ telefax/ e-mail.
Bidders are not entitled to make a complaint to the selection of the most favourable Bidder.
Seller reserves the right to decline all received bids without providing the explanation.
Seller reserves the right to partially or fully cancel the sale without providing the explanation.
Buyer must not sell back taken goods to any INA or MOL Group member company.