

# LD Seating s.r.o. Terms and Conditions

These Terms and Conditions are effective from: 21 February 2024

## 1. Introductory provisions

1.1. These Terms and Conditions are the terms and conditions of **LD Seating s.r.o.**, reg. no.: 29361729, registered address: Dřevařská 2461/19a, 680 01 Boskovice, Czech Republic, registered in the Register of Companies administered by the Regional Court in Brno, file no. C 75322 ("**Seller**"). The Seller may be contacted:

- a) by e-mail: [info@ldseating.com](mailto:info@ldseating.com),
- b) by telephone: +420 516 454 460, or
- c) by post: Dřevařská 2461/19a, 680 01 Boskovice, Czech Republic,

Information about the Seller's showrooms and other premises can be found on <https://ldseating.com/cs/kontakt>.

1.2. These Terms and Conditions are an integral part of the contract entered into by the Seller and the Buyer. The Buyer may be a consumer, i.e. an individual who enters into a contract with the Seller outside the Buyer's business activities or outside the performance of the Buyer's profession (hereinafter referred to as "**Consumer Buyer**"), or a business person (hereinafter referred to as "**Business Buyer**") (hereinafter jointly referred to as "**Buyer**" or "**Buyers**").

1.3. If a part hereof only applies to the Consumer Buyer or Business Buyer, such a part is titled "CONSUMER" or "BUSINESS PERSON" at the beginning of the paragraph or article in question. If a paragraph or article is not titled in this manner, it applies to Buyers in general.

## 2. Entering into a contract

2.1. The Seller may present available products on the website [www.ldseating.com](http://www.ldseating.com), in catalogues or other printed materials ("**Materials**"). The Materials shall only be used for presentation purposes and shall not represent a proposal of entering into a contract with the Buyer.

2.2. The Buyer may place an order ("**Order**") in the following manners:

- a) personally in one of the Seller's showrooms;
- b) by sending an email to [info@ldseating.com](mailto:info@ldseating.com) or to the email address of the Seller's representative with whom the Buyer has been communicating.

2.3. The Order should always include a specification of the requested product(s), i.e. especially the type and quantities of the product(s), any special requests regarding the product(s) or regarding related services (e.g. delivery or assembly), as well as the Buyer's identification and contact Information (particularly the Buyer's email address).

2.4. If the Seller considers any points of the Order to be vague (e.g. unclear identification of products or of their number, insufficient specification of shipping or other services, or payment conditions)

or complicated, the Seller may ask the Buyer to provide the necessary information; the request shall only be regarded as an Order hereunder after the necessary required information has been provided.

- 2.5. An Order shall be deemed an offer to enter into a Contract.
- 2.6. The Buyer must check the provided information before sending the Order. Before the Seller sends a Confirmation to the Buyer, the Buyer may change, cancel or modify the Order.
- 2.7. Based on the Buyer's Order, the Seller may prepare an order confirmation ("**Confirmation**") summarising the following:
  - a) specification of the products(s) requested by the Order;
  - b) agreed product price (including value added tax if the Buyer is a consumer);
  - c) agreed date, manner, place and price of product delivery;
  - d) whether any additional services (/such as assembly) are included;
  - e) up-to-date version of Terms and Conditions.
- 2.8. The Confirmation shall be sent by the Seller to the Buyer's email address provided in the Order.
- 2.9. **BUSINESS PERSON:** If the Buyer is a business person, a purchase contract is concluded by the parties once the Confirmation has been sent.
- 2.10. **CONSUMER:** If the Buyer is a consumer, a purchase contract is concluded by the parties once the Buyer has shown that they agree to entering into the contract according to the Confirmation.
- 2.11. The Seller reserves the right not to send the Confirmation and therefore not to enter into the contract based on the Order.
- 2.12. The purchase contract between the Seller and the Buyer may also be entered into personally. In such a case, the provisions above shall be used adequately and the parties shall confirm the conclusion of the contract with their own signatures.
- 2.13. The purchase contract shall be kept by the Seller, who may send it to the Buyer upon request.

### 3. **Payment conditions**

- 3.1. Payment conditions may be stipulated by the parties in the purchase contract individually in the aforementioned manner.
- 3.2. Unless there is another special agreement between the parties, the Buyer must pay 100% of the purchase price beforehand, based on an advance payment invoice.
- 3.3. The due period of invoices shall always be 14 calendar days.
- 3.4. The price of the product(s) shall always be invoiced with value added tax (VAT) as prescribed by the law.

- 3.5. The Seller does not need to begin to manufacture the product(s), deliver the product(s) and perform the purchase contract before the amount specified in the advance payment invoice has been paid in full.
- 3.6. If the amount according to the advance payment invoice and final invoice has not been paid in the amount and within the due period according to the invoice, the Seller may withdraw from the purchase contract.
- 3.7. The purchase price or a part thereof shall be considered to have been paid once the amount has been credited to the Seller's bank account as specified in the invoice.

#### **4. Delivery**

- 4.1. The ownership right to the product(s) shall be transferred to the Buyer by the Buyer's receiving the product(s) or by the purchase price having been paid in full, whichever occurs first.
- 4.2. The risk of damage to the product(s) shall be transferred to the Buyer once the Buyer has received the product(s) or on the day when the Buyer was supposed to receive the product(s). If the Buyer arranges the shipping of the product(s), the risk of damage to the product(s) shall be transferred to the Consumer Buyer once the product(s) has/have been handed over to the selected carrier.
- 4.3. The product(s) shall be delivered by the Seller on the day and in the manner specified in the Confirmation unless the parties have agreed otherwise.
- 4.4. If the parties agree in the purchase contract that the Seller shall not arrange delivery, the place of delivery is the Seller's registered office at Dřevařská 2461/19a, 680 01 Boskovice, Czech Republic.
- 4.5. If the Buyer does not collect the product(s) on the specified day, the product(s) shall be stored by the Seller and the Buyer shall be notified of another possible day to collect the product(s). Any costs of product storage as well as any costs of alternative delivery of the product(s) shall be paid by the Buyer.
- 4.6. If any circumstances occur that could not have been foreseen at the time of the purchase contract conclusion and that hinder the Seller from meeting its contractual obligations towards the Buyer, the Seller may extend the performance period by the time for which such a hindrance has lasted and, if necessary, by the time that the Seller needs to restore its normal operations. Circumstances that exclude liability hereunder are considered to be such events that the Seller – with all the care that may fairly be required from the Seller – could not have foreseen and could not and cannot avert, such as war, rebellion, riots, strikes, currency, trade and political and other measures taken by the authorities, delay in delivery of materials and components not caused by the Seller, natural disasters (fire, flood, earthquake, etc.) and similar force majeure events that have disturbed the normal operation of the production plant and the performance of the contract by the Seller. The Seller must inform the Buyer immediately of any circumstances that exclude liability and notify them of the expected delay in product delivery.
- 4.7. If circumstances occur that exclude liability and that can be expected to cause delay in delivery longer than 30 days, both parties may withdraw from the contract.

- 4.8. The Seller shall deliver the product(s) to the Buyer packaged in accordance with the kind and properties of the product(s) so that the product(s) is/are protected against damage if handled and treated normally. Certain products may be supplied partially unassembled; in such cases the package must include a user manual describing the assembly instructions.
- 4.9. The price of assembly as a service provided by the Seller is not automatically included in the purchase price unless the parties agree otherwise in the purchase contract. If the Buyer requests assembly even though it is not covered by the purchase price, the parties may agree on this service additionally. The provisions hereof shall adequately be applied to this service as well.
- 4.10. **CONSUMER:** The Consumer Buyer must inspect the product as soon as possible after its delivery, in particular they must check whether the packaging is intact and whether the product works as required.
- 4.11. **BUSINESS PERSON:** The Business Buyer must inspect the product without any unnecessary delay after its delivery – within two calendar days of delivery –, in particular, they must check whether the packaging is intact and whether the product works as required. The Business Buyer shall check the quality and quantity of the delivered product as carefully as possible so that the product does not get damaged or lost. If the Business Buyer does not inform the Seller of any problems within the aforementioned period, the Business Buyer may lose their rights resulting from faulty performance as regards such defects that could have been detected by the procedure described herein.

## 5. **Liability for defects; Complaints**

- 5.1. The Seller guarantees the Buyer that the product has no defects upon acceptance and that it has the stipulated properties at the time of acceptance. If no properties of the product have been stipulated, the product has the properties specified in its description or such properties that may generally be expected with such a product; and the product must be supplied in corresponding quantity or number or have corresponding weight in compliance with applicable legal regulations.
- 5.2. **CONSUMER:** The Consumer Buyer may assert a claim resulting from defective products, in compliance with the law, within 24 months of product acceptance. If a defect shows within 12 months of product acceptance, the product shall be considered to have already been defective upon acceptance.
- 5.3. **BUSINESS PERSON:** The Business Buyer may assert a claim resulting from defective products, in compliance with the law, within 12 months of product acceptance.
- 5.4. For certain products or parts thereof, the Seller provides additional warranty for quality beyond the scope of the Seller's statutory obligations. In such cases, the warranty period is always specified in the information about the product on the Seller's website or in the Materials, including any additional conditions of the warranty for quality. If no additional conditions are specified, the Buyer may assert the same rights as in the case of statutory liability for defective products hereunder.

- 5.5. If the Seller provides any warranty for quality, it shall only be provided in full extent if the product is not used for more than eight hours per day. If that is not the case, any warranty for quality is shortened to two years.
- 5.6. Any right resulting from faulty performance shall not apply to:
- a) any wear of the product caused by its usual use, unsuitable treatment, weather conditions or intentional damage;
  - b) any defects of which the Buyer has been notified;
  - c) any defects caused by improper assembly, installation or handling;
  - d) any damage to the wheels, sliders or floor caused by unsuitable choice of available options (e.g. the use of hard wheels on a hard surface);
  - e) any differences in colour shades of fabrics that come from different lots of the fabric manufacturer;
  - f) any damage caused by the surrounding environment (e.g. excessive moisture);
  - g) the service wear of wheels, upholstery materials or accessories;
  - h) any damage to the surface of wooden parts as a result of contact with another item;
  - i) any products with leather upholstery where natural properties of the material (e.g. deformation caused by different degrees of suppleness, differences in texture and shade) and scars or insect sting puncture marks are complained about;
  - j) upholstery colouration caused by migration of dyes from clothes into the upholstery fabric;
  - k) any components provided by the customer (e.g. the customer's own upholstery fabric or leather); or
  - l) failure to observe maximum load of chairs and other products.
- 5.7. If the Buyer wishes to file a complaint about the product, they must proceed in compliance with the Warranty Terms that are available [here](#).
- 5.8. **CONSUMER:** If the Buyer is a consumer, their complaint must be processed (including the elimination of the defect) within 30 days after the filing of the complaint.
- 5.9. If the Buyer requires any non-standard, individual modifications, (e.g. different frames or armrests, special upholstery fabric, etc.), only statutory warranty under paragraphs 5.2 and 5.3 applies to the product.

## 6. **Withdrawal from the contract**

**CONSUMER: THE TEXT OF THE COMPLETE FOLLOWING PART SHALL ONLY APPLY TO THE BUYER THAT IS A CONSUMER.**

- 6.1. If the purchase contract has been concluded remotely or outside the Seller's business premises, the Buyer may withdraw from the contract within 14 days after the day when the Consumer Buyer or a person authorised by them receives the product. If the Order consists of multiple parts, this period shall begin on the day when the last part is received.
- 6.2. The Consumer Buyer may withdraw from the contract by filling in the following form and sending it to [reklamace@ldseating.com](mailto:reklamace@ldseating.com).
- 6.3. The Consumer Buyer must send the product(s) back to the Seller within 14 days after withdrawing from the contract.
- 6.4. In the event of withdrawal from the contract, the Seller shall refund the Consumer Buyer in full – i.e. refund all the money received by the Seller from the Buyer in compliance with the contract, including the costs of delivery – and in the same manner within 14 days. Nevertheless, the Seller is not obliged to refund the money before receiving the product(s) or before the Buyer proves that the product(s) has/have been sent.
- 6.5. If the Consumer Buyer chooses a delivery method other than the cheapest one, the Seller shall reimburse the Consumer Buyer for the costs of delivery corresponding to the cheapest delivery method available. In the event of withdrawal from the contract, the Consumer Buyer shall bear the direct costs related to returning the product(s).
- 6.6. The Consumer Buyer is only liable to the Seller for such a decrease in the value of the product(s) that has been caused as a result of handling the product(s) in a manner other than such a manner that is necessary for learning about the character, properties and functionality of the product(s).
- 6.7. The Consumer Buyer may not withdraw:
  - a) from the contract for services if the services have been provided in full extent;
  - b) from the contract for the delivery of a product manufactured according to the Buyer's requirements or adapted to the Buyer's personal needs; or
  - c) from the contract for urgent repair or maintenance that is to be done in a place specified by the Buyer and at the Buyer's express request.

## 7. Final Provisions

- 7.1. The Seller reserves the right to change these Terms and Conditions.
- 7.2. Terms and Conditions effective as of the date of the Order being sent shall apply to the corresponding contract between the Seller and the Buyer.
- 7.3. If there are any problems, the Buyer may contact the Seller by sending an email to [info@ldseating.com](mailto:info@ldseating.com) or by calling +420 516 454 460.
- 7.4. **CONSUMER:** The Consumer Buyer may also contact the body that settles consumer disputes out of court, i.e. the Czech Trade Inspection Authority, Central Inspectorate, Section ADR, Štěpánská 44, 110 00 Praha 1, Czech Republic, [www.adr.coi.cz](http://www.adr.coi.cz), or use the online platform for settling disputes on <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>. It is

also possible to use the European platform for settling disputes which is available on <http://ec.europa.eu/consumers/odr>.