

**GENERAL TERMS AND CONDITIONS**  
**LPCUT s.r.o.**

**1. INTRODUCTORY PROVISIONS**

- 1.1. These General Terms and Conditions (hereinafter the **"GTC"**) are issued by the **LPCUT s.r.o. Company**, Reg No.: 03959384, with registered office at Horní 198, 744 01 Frenštát pod Radhoštěm, registered in the Commercial Register administered by the Regional Court in Ostrava, Section C, File No. 61933. (hereinafter the **"Seller"**).
- 1.2. These GTC regulate all supplier-customer relations, rights and duties arising from sales contracts concluded between the Seller and its business partners, who are not in the position of consumers within the meaning of legal regulations (hereinafter the **"Buyers"**).
- 1.3. These GTC apply to all products offered by the Seller (hereinafter the **"Goods"**). The Goods may be ordered from the Seller by completing the order form fully and delivering it (hereinafter the **"Order"**).
- 1.4. These GTC comply with the provisions of Section 1751 of Act No. 89/2012 Sb. Civil Code, as amended (hereinafter the **"NCC"**) and form an integral element of each sales contract.

**2. SALES CONTRACT**

- 2.1. The Buyer orders Goods from the Seller by placing an Order, the Order is binding for the Buyer and irrevocable by the Buyer.
- 2.2. In the event that the Order does not contain all the required prerequisites, particularly specification of data about the Buyer and information about the ordered Goods, including their quantity, the Seller is entitled, but not required, to ask the Buyer to correct or supplement such an Order. If such an Order is not corrected or supplemented by the Buyer within the time limit specified by the Seller, it is considered never to have been placed.
- 2.3. The Seller's business offer specifying the offered Goods, including their prices, is an offer within the meaning of the provisions of Section 1723 of the NCC. The sales contract is concluded between the Seller and the Buyer with binding effect, i.e. it is accepted by the Buyer at the moment the Order is delivered to the Seller.
- 2.4. If the Buyer is interested in concluding a sales contract it delivers the Order to the Seller:
- a) By sending it in physical form to the address: Horní 198, 74401 Frenštát p. R
  - b) By sending it in scanned form to the e-mail address: [info@lpcut.cz](mailto:info@lpcut.cz)
  - c) By sending it in electronic form to the e-mail address: [info@lpcut.cz](mailto:info@lpcut.cz)
  - d) By telephone using the telephone number: +420 554 144 992
  - e) By personally handing it over at the Seller's registered office
- 2.5. After delivery of the Order according to item 2.4 of the GTC, the Seller sends confirmation of acceptance of the Order to the Buyer, to its e-mail address specified in the Order, if the Buyer provides one. This confirmation is of an informational nature only.
- 2.6. On the basis of the concluded sales contract the Seller undertakes to hand over the Goods to the Buyer and enable it to acquire ownership rights to the Goods, and the Buyer undertakes to accept the Goods and pay the sales price to the Seller.

**3. PRICE OF GOODS, PAYMENT TERMS**

- 2.7. Unless arranged otherwise in writing between the Seller and the Buyer, the sales price of the Goods according to the sales contract is arranged in the value specified in the Seller's price list for the Goods, which is valid at the time the Order is placed by the Buyer.
- 2.8. The sales price specified in the price list does not include the relevant VAT and potential costs for transport and delivery of the Goods to the delivery address specified by the Buyer in the Order.
- 2.9. The Buyer pays the sales price to the Seller, together with potential costs for transport and delivery of the Goods, after delivery of the Goods, on the basis of a final invoice issued by the Seller and sent together with the Goods, or possibly personally handed over if the Goods are accepted by the Buyer personally, by cashless payment by bank transfer to the Seller's bank account specified in the invoice. The final invoice payable date is always describe on final invoice from the day it is issued by the Seller and the Buyer is aware of and agrees that the Buyer's obligation to pay the arranged sales price, including potential costs for transport and delivery of the Goods, is fulfilled at the time the relevant amount is credited to the Seller's account.
- 2.10. In the event that the Buyer delays in paying the Seller the sales price or potential costs for transport and delivery of the Goods, the Buyer is required to pay the Seller a contractual fine in the value of 0.1% (in words: zero point one per cent) of the owed amount per day, for each commenced day of delay. Neither the arrangements regarding the contractual fine, or its payment by the Buyer, affects the Seller's right to compensation of damages in full.

**4. DELIVERY AND TRANSPORT TERMS**

- 2.11. The Seller executes potential transport and delivery of the Goods by means of a mail order service, to the delivery address specified by the Buyer in the Order (hereinafter the **"Delivery address"**), which may also be the address of a third party that is different to the Buyer (hereinafter the **"Recipient"**). If the Buyer expresses the will to have the Goods delivered to a Recipient in the Order, it simultaneously authorises the

- Recipient to accept the Goods from the Seller on behalf and to the account of the Buyer, all actions taken by the Recipient when accepting the Goods (e.g. execution of a record of damages) are therefore considered the actions of the Buyer.
- 2.12. The price for transport of the Goods is fully within the competence of the shipping company. The information necessary to calculate the price of transport is – postcode, weight of the parcel and its dimensions. The Seller recommends consultation of the price by calling the telephone number , +420 554 144 992 or sending an e-mail to the e-mail address [info@lpcut.cz](mailto:info@lpcut.cz), before placing an order.
- 2.13. The Goods shall be prepared for collection or sent to the delivery address usually within 1-3 days in case it's on sellers stock, in other case seller inform buyer about availability.
- 2.14. The Buyer undertakes to duly accept the Goods on delivery.
- 2.15. The Buyer is required to duly inspect the delivered parcel before accepting it and the parcel must be opened in front of the forwarder. Particularly any evident physical damage to the external packaging must be inspected, but other damage, which can be derived from the actual nature of the parcel, must also be examined. If the parcel cannot be opened and the Buyer is not certain, this must be specified on the transport document – accepted with reservations. If damage is found, the Buyer is required to execute a record of damage with the person handing the parcel over (usually the driver) and to refuse to accept the parcel. It is appropriate to give a detailed description of the damage and take photographs. If the parcel is accepted and hidden damage is subsequently found, the Buyer is required to notify the Seller of this fact on the day following the day on which the parcel was accepted at the latest. All documentation, including photographs, may be sent by e-mail to [info@lpcut.cz](mailto:info@lpcut.cz). In the event of failure to apply acceptance with reservation (in the form of a record of damage) or acceptance of the parcel without reservations, such notification will be disregarded.
- 2.16. Ownership rights to the Goods are transferred the Buyer at the time of full payment of the purchase price of the Goods. The risk of damages to the item is transferred to the Buyer at the time of acceptance of the Goods.
- 2.17. The Buyer is aware that the Seller is entitled to refrain from delivering the ordered Goods to the Buyer in exceptional cases, despite a sales contract being concluded, particularly in the event of technical problems suffered by the Seller, or the unavailability of goods, etc. In such exceptional cases the Seller is entitled to unilaterally withdraw from the sales contract and must immediately notify the Buyer of this.
- 5. RIGHTS ON THE BASIS OF DEFECTIVE PERFORMANCE**
- 2.18. Unless stipulated below otherwise, the Seller's and the Buyer's rights and duties concerning rights arising from defective performance, are governed by the relevant provisions of the NCC.
- 2.19. The Seller is liable to the Buyer for the fact that the Goods do not have any defects on acceptance, the Seller is particularly liable to the Buyer for delivery of Goods in the arranged quantity, quality and design.
- 2.20. The Buyer has the following rights in the event of defective performance:
- a) the right to removal of the defect by delivery of new, defect-free Goods or delivery of missing Goods; or
  - b) the right to an appropriate discount on the sales price.
- 2.4. The Buyer is entitled to claim its rights on the basis of defective performance in writing to the Seller. Claims made using any other method are disregarded. In relation to claims, communication by means of e-mail is not considered a claim made in writing.
- 6. WITHDRAWAL FROM THE SALES CONTRACT, OTHERS**
- 2.5. The Seller is entitled to withdraw from a concluded sales contract in each of the following cases, in addition to cases specified in other locations in these GTC:
- a) The Buyer delays in payment of the purchase price by any period
  - b) The Buyer enters into liquidation without a legal successor
  - c) An insolvency proceeding is initiated against the Buyer
  - d) A proceeding for enforcement of a money judgement has been initiated against the Buyer
- 2.2. In the case of due withdrawal from the sales contract, the sales contract is voided and the Contracting parties to the sales contract return each other's mutual performance, if such performance has been provided.
- 2.3. The Seller's obligation to compensate the Buyer for incurred damages and also the Buyer's right to compensation of damages against the Seller is limited, in the maximum extent permitted by the law of the Czech Republic, to a maximum amount equalling the sales price of the Goods in relation to which the Buyer incurred the damages in question as a result of placing an order for these Goods or their delivery by the Seller.
- 7. FINAL PROVISIONS**
- 2.4. The GTC may be unilaterally amended by the Seller, whereas amendment of the GTC comes into effect on the date these are published on the Seller's website at [www.lpcut.cz](http://www.lpcut.cz). However, amendment of the GTC does not affect the rights and duties established on the basis of the previous, unamended wording of the GTC, while these were valid and effective.
- 2.5. If any of the provisions of these GTC and/or the sales contract become invalid,

ineffective or unenforceable, such effect shall only apply to the affected provision and only in the extent of such invalidity, ineffectiveness or unenforceability, without this having any effect on the validity, effect or enforceability of the remaining provisions of these GTC and/or the sales contract,

- 2.6. These GTC and the sales contracts are exclusively governed by the law of the Czech Republic and shall be interpreted exclusively according to the law of the Czech Republic. The Contracting parties explicitly preclude application of the UN Convention on Contracts for the International Sale of Goods and also application of all other arrangements that could lead, even partially, to application of a law other than the law of the Czech Republic. Relations that are not explicitly and/or differently regulated in these GTC and/or the sales contract, shall be governed by the general legal regulations of the Czech Republic within the boundaries of its jurisdiction, particularly the NCC; however acceptance of an offer with an attachment or deviation within the meaning of Section 1740(3) is precluded. The Buyer hereby assumes the risk of changes of circumstances within the meaning of Section 1765(2) of the NCC.
- 2.7. All potential disputes between the Seller and the Buyer arising from these GTC and the sales contracts and disputes related to these, which the Seller and the Buyer are unable to resolve amicably, shall be judged conclusively before the Arbitration Court under the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic, jurisdiction in Ostrava, according to its rules by a single arbitrator appointed by the chairman of the Arbitration Court.
- 2.8. By sending an Order to the Seller the Buyer declares that it has duly read these GTC, considers them comprehensible, acceptable and appropriate in their entirety, that it understands the language they are written in, understands the content of these GTC and agrees to conclusion of a contract with the Seller under the terms set out herein.
- 2.9. By acceptance of these GTC the Buyer agrees to their application to all other sales contracts concluded between the Seller and the Buyer in the future, until the time a new wording of the Seller's GTC comes into effect.

These GTC are valid and effective from 1 December 2019

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