

LD Seating s.r.o. Warranty Terms

These Warranty Terms are effective from: 21 February 2024

1. Introductory provisions

- 1.1. These Warranty Terms are the warranty terms 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;
 - b) by telephone: +420 516 454 460, or
 - c) by post: Dřevařská 2461/19a, 680 01 Boskovice, Czech Republic
- 1.2. These Warranty Terms 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 to the 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. Liability for defects

- 2.1. The Seller guarantees to 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.
- 2.2. **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.
- 2.3. **BUSINESS PERSON:** The Business Buyer may assert a claim resulting from defective products, in compliance with the law, within 12 months of product acceptance.
- 2.4. 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.

- 2.5. 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.
- 2.6. Any right resulting from faulty performance shall not apply to:
 - a) any wear of the product caused by its usual use, by 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.
- 2.7. If the Buyer requires any non-standard, individual modifications, (e.g. different frames or armrests, special upholstery fabric, etc.), only statutory warranty under paragraphs 2nd2nd and 2nd3rd applies to the product.

3. Complaints procedure

- 3.1. The Buyer may only file a complaint about the product with the entity from which the Buyer has purchased the product. The Seller points out that products manufactured by the Seller are also distributed on the market by other entities, so the Buyer should file complaints with the entity from which the Buyer has purchased the product.

- 3.2. If the Buyer has purchased the product directly from the Seller, the Buyer may file a complaint about the product with the Seller:
- a) by sending the complaint to reklamace@ldseating.com;
 - b) personally in the showroom.
- 3.3. Returned products shall only be accepted if they are clean, packed and secured against damage during transport.
- 3.4. The Buyer may use the complaint form, otherwise they must at least:
- a) identify the product in question (particularly its type and kind);
 - b) provide the invoice for the product;
 - c) describe the fault (preferably also provide photographs);
 - d) notify the Seller of the preferred manner of solution to the complaint (see below);
 - e) provide their contact information (especially email address).
- 3.5. The Seller shall immediately send to the email address provided by the Buyer a confirmation of receiving the complaint, in which the date of complaint receipt must be specified. If the complaint is made in the showroom, the confirmation shall be provided in person.
- 3.6. If the Buyer files the complaint by email, the product must be returned to the Seller for examination at the Buyer's expense. Products may not be sent cash on delivery and the Seller reserves the right not to accept any products sent in this manner. The complaint processing period begins on the day of delivery of the returned product to the Seller. Nevertheless, the Seller may inform the Buyer that the product need not be sent to the Seller.
- 3.7. **CONSUMER:** Complaints filed by the Buyer shall be processed by the Seller within 30 days.
- 3.8. The Buyer may require that a new product without any faults be provided or that the product be repaired. The Seller does not have to meet such a requirement if the solution preferred by the Buyer is impossible or excessively costly in comparison with the other solution. The Seller shall always consider especially the seriousness of the defect, the value of the product without the fault, and the fact whether the defect may be eliminated without any substantial difficulties on the part of the Buyer.
- 3.9. If the complaint is admitted, the Seller shall process it at its cost, i.e. accept the product, eliminate the defect within a reasonable time after receiving the returned product, carry out installation or uninstallation, replace the product, etc. The Seller shall then inform the Buyer, using the contact information provided by the Buyer upon the filing of the complaint. If the Buyer does not accept the product within a reasonable time after being notified by the Seller of the possibility to accept the product, the Buyer shall pay the costs of product storage and any other related costs.
- 3.10. The Buyer may demand a reasonable discount or withdraw from the contract if:

- a) the Seller has refused to eliminate the defect or has not eliminated it within a reasonable time, or if it is obvious that the defect will not be eliminated within a reasonable time without substantial difficulties for the Buyer;
 - b) the defect has occurred repeatedly;
 - c) the defect represents substantial breach of the contract.
- 3.11. The Buyer may not withdraw from the contract if the defect is insignificant.
- 3.12. If the complaint is rejected but the Buyer would like the product to be repaired by the Seller, the parties may agree on individual conditions of repair. In such a case, the price of the repair shall be paid by the Buyer separately and shall not be part of post-warranty service.
- 3.13. If a component is returned that the Seller no longer sells or uses, the Seller may replace such a component with another component whose function is the same.

4. Final Provisions

- 4.1. The Seller reserves the right to change these Warranty Terms.
- 4.2. Warranty Terms effective as of the date of the Order being sent shall apply to the corresponding relationship between the Seller and the Buyer.
- 4.3. If there are any problems, the Buyer may contact the Seller by sending an email to info@ldseating.com or by calling +420 516 454 460.
- 4.4. **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, or use the online platform for settling disputes on <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>.