

Terms and Conditions

1 Introductory Provisions

- 1.1 In accordance with the provisions of §1751 paragraph 1 of the Act No. 89/2012 Coll. (Civil Code) as amended, the company LERROA s.r.o. issues these terms and conditions, which are an integral part of the purchase agreement concluded between LERROA s.r.o. with its registered office at Petřská 1426/1, 110 00 Prague 1 - Nové Město, Czech Republic, ID number: 17384737, VAT number: CZ17384737, registered under file number C 370963 in the commercial register at the Municipal Court in Prague (hereinafter referred to as the "seller") on the one hand and the "buyer" on the other.
- 1.2 The buyer is a natural person who concludes a purchase contract outside of his business activity as a consumer, or a legal person who concludes a purchase contract outside of his business activity, or a natural person or legal entity who concludes a purchase contract as part of his business activity, with the seller through an order form located on the internet address www.lerroa.com and subsequent price offers sent by the seller and confirmed by the buyer.
- 1.3 By concluding the purchase contract, the buyer confirms that he has familiarized himself with the full wording of these terms and conditions, understands all of its provisions and fully agrees with them.
- 1.4 The seller is entitled to change the wording of these terms and conditions at any time. The buyer is bound by the wording of the terms and conditions current at the time of concluding the purchase contract.

2 Conclusion of the purchase contract

- 2.1 The buyer first selects goods from the seller's offer and orders them by filling out the order form. The seller will then send the buyer a specific price offer (the prices listed on the seller's website are indicative only). The purchase contract between the seller and the buyer is concluded at the moment of acceptance of the price offer of the submitter by the buyer.
- 2.2 The order form contains a space for filling in the buyer's identification data, a description of the buyer's request, in particular the specification of the requested goods, the selected decor of the board material, the specification of the surface treatment of the structure, etc.
- 2.3 The identification data of the buyer are in particular his first and last name (or company name, ID number, VAT number), date of birth, residential address, billing address, delivery address, contact telephone number and email address.
- 2.4 The price of all goods offered on the seller's website is indicative only. The final determined purchase price corresponds to the agreed specification, on the basis of which the seller concludes an individual purchase contract with the buyer. All prices are quoted including VAT and all sales-related fees (with the exception of the price for packaging and shipping, which is listed separately in the sent price offer).

- 2.5 The condition for the validity of the order is the completion of all the requirements of the order form, the transfer of the buyer's identification data to the seller and the buyer's agreement with the wording of these terms and conditions.
- 2.6 The seller does not guarantee the immediate availability of goods that are published on the website. Unless the seller informs the buyer otherwise, the delivery date is usually 3-5 weeks.
- 2.7 By concluding the purchase contract, the seller is obliged to hand over the ordered goods to the buyer, and the buyer is obliged to pay the agreed price to the seller for these goods. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 2.8 The buyer acknowledges that the seller is not obliged to enter into a purchase contract, especially with persons who have previously materially breached their obligations towards the seller.
- 2.9 The buyer agrees to use remote means of communication when concluding the purchase contract. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (i.e. in particular the costs of internet connection, the costs of telephone calls) are covered by the buyer himself, and these costs do not differ from the basic rate.

3 Payment and shipping

3.1 Method of payment

The price of the goods and any costs associated with the delivery of the goods according to the purchase contract must be paid by the buyer to the seller by bank transfer to the seller's account No. 311254657 held at Československá obchodní banka, a.s. As a variable symbol, the buyer indicates the order number. The seller is entitled to demand payment of the entire purchase price before sending the goods to the buyer. The provisions of § 2119, paragraph 1 of the Civil Code shall not apply. If the purchase contract does not stipulate otherwise, then if the amount corresponding to the price of the goods is not credited to the seller's account within 5 days from the conclusion of the purchase contract (confirmation of the price offer by the buyer), the order, and therefore the purchase contract, is automatically cancelled.

Based on the conclusion of the purchase contract, the seller issues a tax document - an invoice - to the buyer. The seller is the payer of value added tax. Tax document – the seller will send the invoice in electronic form to the buyer's email address.

3.2 Way of transportation

Along with the price of the goods, the buyer is also obliged to pay the seller the costs associated with the delivery of the goods. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods. The methods and

prices of transport are as follows:

- personal collection at the agreed place for free - delivery to your own address - according to the valid price list of the contractual carrier .

The goods are dispatched without unnecessary delay after receiving the conclusion of the purchase contract and after crediting the payment to the seller's account.

4 Withdrawal from the contract

Consumers

4.1 In accordance with § 1829 of the Civil Code, the buyer, if he is a consumer, has the right to withdraw from the purchase contract (hereinafter referred to as "return the goods") without giving a reason within 14 days of receiving the goods.

4.2 In such case, the period for withdrawal from the contract is 14 days:

4.2.1 from the day of receipt of the goods,

4.2.2 from the date of acceptance of the last delivery of goods, if the subject of the contract is several types of goods or the delivery of several parts.

4.3 The buyer cannot, among other things, withdraw from the contract:

4.3.1 on the delivery of goods that have been modified according to the wishes of the buyer or for his person,

4.3.2 on the delivery of goods that were irreversibly mixed with other goods after delivery,

4.3.3 in other cases specified in § 1837 of the Civil Code.

4.4 In order to comply with the withdrawal period, the buyer must send a withdrawal statement within the withdrawal period.

4.5 To withdraw from the purchase contract, the buyer can use the model withdrawal form provided by the seller. Withdrawal from the purchase contract shall be sent by the buyer to the seller's email or delivery address specified in these terms and conditions. The seller will immediately confirm receipt of the statement to the buyer.

4.6 The buyer who withdraws from the contract is obliged to return the goods to the seller within 14 days of withdrawing from the contract to the seller. The buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.

4.7 If the buyer withdraws from the contract, the seller will return to him without delay, but no later than 14 days from the withdrawal from the contract, all funds, including delivery costs, that he received from him, in the same way. The seller will return the money received to the buyer in another way only if the buyer agrees and if it does not incur additional costs. However, the seller is not obliged to return the received funds to the buyer before the buyer hands over the goods to him or proves that he has sent the goods to the seller.

4.8 If the buyer has chosen a different method of delivery of the goods than the cheapest method offered by the seller, the seller will refund the cost of delivery of the goods to the buyer in the amount corresponding to the cheapest method of delivery of the goods offered.

4.9 The goods must be returned by the buyer to the seller undamaged, unworn and unpolluted and, if possible, in the original packaging. The seller is entitled to unilaterally offset the claim for compensation for damage caused to the goods against the buyer's claim for a refund of the purchase price.

Other buyers

4.10 The buyer is entitled to withdraw from the contract only in cases where this is stipulated by the law and these terms and conditions or the purchase contract.

Seller

4.11 The seller is entitled to withdraw from the contract in cases where this is stipulated by the law and these terms and conditions or the purchase contract .

4.12 The seller is entitled, until the time of acceptance of the goods by the buyer, to withdraw from the purchase contract in the event of circumstances preventing him from delivering the ordered goods to the buyer.

5 Rights from defective performance

5.1 The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

5.2 The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over the goods:

a) the goods have the properties that the parties have agreed upon, and if there is no agreement, they have the properties that the seller or the manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of advertising carried out by them, b) the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used, c) the quality or design of the goods corresponds to the contracted sample or model, if the quality or design was determined according to of the contracted sample or template, d) the goods are in the appropriate quantity, measure or weight and f) the goods comply with the requirements of legal regulations.

By concluding the purchase contract, the buyer acknowledges that the properties of natural materials can change over time. This change is not considered a product defect.

- 5.3 If a defect becomes apparent within six months of receipt, it is considered that the goods were already defective upon receipt.
- 5.4 The seller has obligations from defective performance at least to the extent that the manufacturer's obligations from defective performance last. The buyer is otherwise entitled to exercise the right from a defect that occurs in the consumer goods within twenty-four months of receipt. If the period during which the goods can be used is indicated on the sold goods, on their packaging, in the instructions attached to the goods or in advertising in accordance with other legal regulations, the provisions on the quality guarantee shall apply. With a quality guarantee, the seller undertakes that the goods will be suitable for use for the usual purpose or that they will retain their usual properties for a certain period of time. If the buyer justifiably accuses the seller of a defect in the goods, the period for exercising rights from defective performance or the warranty period does not run for the period during which the buyer cannot use the defective goods.
- 5.5 The provisions stated in Article 5.4 of the terms and conditions do not apply to goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its usual use, in the case of used goods to a defect corresponding to the degree of use or wear that the goods had at the time of receipt by the buyer, or if it follows from the nature of the goods. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the goods that the goods had a defect, or if the buyer himself caused the defect.
- 5.6 Rights from liability for product defects apply to the seller. However, if in the confirmation issued by the seller regarding the scope of rights from liability for defects (in the sense of the provisions of § 2166 of the Civil Code) another person designated for repair is mentioned, who is at the seller's place or at a place closer to the buyer, the buyer will exercise the right to repair with that , who is intended to carry out the repair. With the exception of cases where another person is designated to carry out the repair according to the previous sentence, the seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible with regard to the range of products sold or services provided, or even at the seller's registered office or place of business. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what the content of the claim is and what method of handling the claim the buyer requires; and further confirmation of the date and method of processing the complaint, including confirmation of the repair and its duration, or written justification for the rejection of the complaint. This obligation also applies to other persons appointed by the seller to carry out repairs.
- 5.7 The buyer can specifically exercise rights from liability for product defects in person at the agreed location, by phone at +420 775 845 468 or by e-mail at info@lerroa.com.
- 5.8 The buyer shall inform the seller of the right he has chosen upon notification of the defect, or without undue delay after notification of the defect. The choice made cannot be changed by the buyer without the consent of the seller; this does not apply if the buyer requested the repair of a defect that turns out to be irreparable.

5.9 If the goods do not have the characteristics specified in Article 5.2 of the terms and conditions, the buyer can also demand the delivery of new goods without defects, if this is not unreasonable due to the nature of the defect, but if the defect concerns only a part of the goods, the buyer can only demand the replacement of the part; if this is not possible, he can withdraw from the contract. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to remove the defect free of charge. The buyer has the right to deliver new goods or replace a part even in the case of a removable defect, if he cannot use the goods properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the buyer has the right to withdraw from the contract. If the buyer does not withdraw from the contract or if he does not exercise the right to deliver new goods without defects, to replace a part of it or to repair the goods, he can demand a reasonable discount. The buyer has the right to a reasonable discount even if the seller is unable to deliver new goods without defects, replace its parts or repair the goods, as well as if the seller does not remedy the situation within a reasonable time or if the remedy would cause significant difficulties for the buyer.

5.10 Anyone who has a right according to § 1923 of the Civil Code is also entitled to reimbursement of costs purposefully incurred in exercising this right. However, if he does not exercise the right to compensation within one month after the expiry of the period in which the defect must be pointed out, the court will not grant the right if the seller objects that the right to compensation was not exercised in time.

5.11 The seller or an employee authorized by him will decide on the complaint immediately, in complex cases within three working days. This period does not include the time required for a professional assessment of the defect, depending on the type of product. The complaint, including the removal of the defect, must be handled without delay, no later than 30 days from the date of application of the complaint (i.e. from the date of notification of the defect and delivery of the goods to the seller), unless the seller and the buyer agree on a longer period. The futile expiration of this period is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract.

5.12 The seller informs the buyer in writing about the outcome of the complaint.

5.13 The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and (in the case of consumer contracts) Act No. 374/2022 Coll. ., on consumer protection, as amended).

6 Other rights and obligations of the contracting parties

6.1 The buyer acquires ownership of the goods by paying the full purchase price of the goods. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

- 6.2 The seller handles consumer complaints via the electronic address info@lerroa.com. The seller will send information about handling the buyer's complaint to the buyer's email address.
- 6.3 The out-of-court settlement of consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: www.adr.coi.cz. The online dispute resolution platform located at www.ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer from the purchase contract.
- 6.4 The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: www.evropskyspotrebitel.cz is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on on-line consumer dispute resolution and on the amendment of Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (regulation on online consumer dispute resolution).
- 6.5 The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection, to a defined extent, supervises, among other things, compliance with Act No. 634/1992 Coll., on consumer protection, as amended. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765, paragraph 2 of the Civil Code.

7 Protection of personal data

- 7.1 Your obligation to provide information to the buyer in accordance with Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR regulation") related to the processing of the buyer's personal data for the purpose of fulfilling the purchase contract, for the purpose of negotiating the purchase contract and for the purpose of fulfilling the seller's public obligations is fulfilled by the seller by means of a special document.
- 7.2 The buyer agrees, in accordance with the provisions of § 7 paragraph 2 of Act No. 480/2004 Coll., on certain services of the information society and on the amendment of certain laws (the Act on certain services of the information society), as amended, to the sending of business communications by the seller to an electronic address or to the buyer's phone number. The seller fulfills its information obligation towards the buyer in accordance with Article 13 of the GDPR regulation related to the processing of the buyer's personal data for the purpose of sending business communications through a special document.
- 7.3 The buyer agrees to the storage of so-called cookies on his computer. The buyer can revoke the consent according to the previous sentence at any time.

7.4 Specific information, procedures and rights of the buyer are detailed on a separate page dedicated to GDPR issues in connection with the website

8 Final Provisions

8.1 All relationships not regulated by these terms and conditions are governed by the relevant provisions of the Civil Code as well as other related legal regulations.

8.2 In the event that any provision of these terms and conditions is found to be illegal or invalid, this will not affect the validity or effectiveness of the other provisions of these terms and conditions.

8.3 All agreements between the seller and the buyer contained in the purchase contract take precedence over the provisions of these terms and conditions, with which they conflict.

8.4 The provisions of the terms and conditions are an integral part of the purchase contract, and by confirming the price offer, the buyer confirms that he has familiarized himself with them and that he agrees with them.

8.5 Contact details of the seller: LERROA sro, Petrská 1426/1, 110 00 Prague 1- Nové Město, Czech Republic, e-mail: info@lerroa.com, telephone: +420 775 845 468.

In Prague on: August 1, 2023

Effective date: August 1, 2023