**LA composite, s.r.o.**

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**General terms and conditions for purchase**

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(hereinafter referred to as the "**Customer**" or the "**Company**")

1. **Introductory provisions**
2. These General Terms and Conditions (hereinafter referred to as "**GTC**") within the meaning of §1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**") regulate the mutual rights and obligations between the Customer and the Supplier concerning all contractual relations arising between the Customer and the Supplier in connection with the supply of goods or services by the Supplier, in particular, but not exclusively, concerning contractual relations under the purchase contract pursuant to § 2079 et seq. Civil Code, where the subject matter of the contract is the delivery of goods, and a works contract pursuant to Section 2586 et seq. of the Civil Code, where the subject matter of the contract is the performance of work. The relationship established by the customer's order and its confirmation by the supplier shall also be deemed to be a contract of sale.
3. Supplier means a person with whom a contract has been concluded, or a person who has received a proposal for the conclusion of a contract in the form of an order and who has made a declaration or other timely legal action towards the customer as the customer from which consent to the content of the order or consent to the conclusion of the contract can be inferred, as provided for in the GTC. The supplier is in particular, but not exclusively, the seller in the case of a purchase contract or the contractor in the case of a works contract.
4. Goods are goods already produced (in particular the subject of purchase) as well as goods that are yet to be produced on the basis of the contract with the supplier (in particular the work) and, unless otherwise stated in the GTC, or unless it is contrary to their nature, also services provided by the supplier. Price means the consideration for the goods provided by the supplier, in particular but not exclusively the purchase price, the price for the work and the price for the services provided.
5. By concluding the contract in the manner prescribed by these GTC, the Supplier confirms that he has familiarized himself with the contents of these GTC and that he will be governed by them in the respective contractual relationship. The provisions of the GTC form an integral part of the contract. Provisions deviating from the GTC may be agreed in a separate contract. Deviating provisions in a separate contract take precedence over the provisions of the GTC. The provisions of the GTC shall prevail over those provisions of the Supplier's own terms and conditions that conflict with the provisions of the GTC, provided that the Customer has agreed in writing to the Supplier's own terms and conditions.
6. These GTC are publicly available on the Subscriber's website, accessible at www.lacomposite.cz, so as to enable their archiving, reproduction, preservation and re-display by the Supplier.
7. The Parties may deliver all written correspondence to each other by electronic mail.
8. **Code of Ethics**
9. The customer is fully aware of its responsibility towards society, the environment and its employees. We strive to build and maintain a reputation for integrity, fairness and sustainability. Below are the basic principles of our Code of Ethics.
10. The Company strictly rejects any form of discrimination based on gender, race, nationality, religion, sexual orientation, age, disability or other personal characteristics. All employees and business partners are required to treat others with respect and fairness.
11. The company has a zero tolerance policy towards corruption and fraud. Employees and business partners are obliged to act in accordance with applicable laws and observe ethical standards in all aspects of their work. Any form of corruption, including bribery, kickbacks or abuse of position, is unacceptable and will be investigated and punished in accordance with applicable regulations.
12. The Company respects the rights of its employees and is committed to labour rights and equality principles. Employees have the right to a safe and healthy working environment, fair wages and working conditions in accordance with applicable law.
13. The Code of Conduct is binding on all partners of the company and is a set of ethical rules, standards and describes the values and behaviours with which it is committed to comply.
14. **Conclusion of the contract**
15. The costs incurred in the use of remote means of communication in connection with the conclusion of the purchase contract (internet connection costs, telephone call costs) shall be borne by each party to the contract. These costs shall not differ from the basic rate, except where agreed by the parties.
16. The Customer shall order the goods in the manner agreed between the parties, in particular by completing the order form or by sending the order by email.
17. When placing an order, the customer selects the goods, the number of items, the method of payment and delivery.
18. Before sending the order, the customer is allowed to check and change the data he has entered in the order.

1. Upon receipt of the order, the Supplier shall send the Customer an acknowledgement of receipt of the order to the email address provided by the Customer when placing the order. This confirmation shall be deemed to be the conclusion of the contract. The purchase contract is only concluded after the Supplier has received the order. The notification of receipt of the order is delivered to the email address of the Purchaser.
2. In the event that any of the requirements specified in the order cannot be fulfilled, the Supplier shall send an amended offer to the Customer's email address or notify the Customer of the amended offer by telephone. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of the Buyer's acceptance of the offer to the Supplier at the Buyer's email address specified in these Terms and Conditions.
3. All orders accepted by the supplier are binding. The Customer may cancel an order until the Customer has received notification of the Supplier's acceptance of the order. The Customer may cancel an order by telephoning the telephone number or writing to the Supplier's email address set out in these terms and conditions.
4. These rules are also binding for long-term repeat orders of the customer.
5. **Terms of delivery**
   1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Customer against a tax document (invoice), by cashless payment card (by means of a payment gateway), by bank transfer or by cash on delivery.
   2. Together with the purchase price, the customer is obliged to pay the supplier the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price shall also include the costs associated with the delivery of the goods.
   3. The goods are delivered to the buyer at the address specified by the buyer in the order.
   4. The choice of delivery method is made during the ordering process.
   5. The cost of delivery of the goods, depending on the method of dispatch and receipt of the goods, is indicated in the order and in the order confirmation.
   6. The Supplier shall issue a tax document - invoice to the Buyer. The tax document is sent to the email address of the buyer.
6. **Withdrawal from the contract**
   1. A customer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract.
   2. The withdrawal period is 14 days

* from the date of receipt of the goods,
* from the date of acceptance of the last delivery of the goods, if the subject of the contract is several types of goods or the delivery of several parts
* from the date of acceptance of the first delivery of goods, if the subject of the contract is a regular recurring delivery of goods.
  1. In order to meet the withdrawal deadline, the customer must send a withdrawal statement within the withdrawal period.
  2. The customer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the supplier. The Customer shall not bear the costs of returning the goods to the Supplier, even if the goods cannot be returned by normal postal means due to their nature.
  3. If the Customer withdraws from the contract, the Supplier shall reimburse the Customer all monies, including delivery costs, received from the Customer in the same manner without delay, but no later than 14 days after withdrawal.

1. **Rights from defective performance**
2. The Supplier shall be liable to the Customer that the goods are free from defects on receipt. In particular, he shall be liable that at the time the goods were taken over by the customer:

* the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the seller or manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising made to them,
* the goods are fit for the purpose stated by the seller for their use or for which goods of that kind are usually used,
* the goods correspond in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen,
* the goods are in the appropriate quantity, measure or weight; and
* the goods meet the requirements of the legislation.

1. If a defect appears within six months of the customer's receipt of the goods, the goods shall be deemed to have been defective upon receipt. The purchaser is entitled to assert a right to claim a defect which occurs in the consumer goods within twenty-four months of receipt. This provision shall not apply in the case of goods sold at a lower price to a defect for which the lower price was agreed, to wear and tear caused by normal use, or in the case of second-hand goods to a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the purchaser, or if this is apparent from the nature of the goods.
2. In the event of a defect, the customer may submit a claim to the supplier and demand:

* exchange for new goods,
* repair of goods,
* a reasonable discount on the purchase price,
* withdrawal from the contract.

1. The customer has the right to withdraw from the contract if

* the goods have a material defect,
* cannot use the item properly due to the recurrence of the defect or defects after repair,
* in the event of a large number of defects in the goods.

1. The Supplier is obliged to accept the complaint at the premises or even at the headquarters. The Supplier is obliged to issue the Customer with a written confirmation of when the Customer exercised the right, what is the content of the complaint and what method of handling the complaint the Customer requires, as well as a confirmation of the date and method of handling the complaint, including a confirmation of the repair and the duration of the repair, or a written justification of the rejection of the complaint.
2. The Supplier or an employee authorised by the Supplier shall decide on the complaint immediately, in complex cases within three working days. This time limit does not include the time, appropriate to the type of product or service, required for a professional assessment of the defect. The complaint, including the rectification of the defect, must be settled without delay, at the latest within 30 days from the date of the complaint, unless the supplier and the customer agree on a longer period. The expiry of this period in vain shall be considered a material breach of contract and the purchaser shall be entitled to withdraw from the purchase contract. The moment of the claim is the moment when the buyer's expression of intent (exercise of the right of defective performance) reaches the supplier.
3. The Supplier shall inform the Customer in writing of the outcome of the complaint.
4. The right of defective performance is not available to the purchaser if the purchaser knew before taking over the goods that the goods were defective or if the purchaser caused the defect.
5. In the event of a legitimate complaint, the customer is entitled to compensation for the costs reasonably incurred in connection with the claim. The customer may exercise this right with the supplier within one month after the expiry of the warranty period.
6. The customer has the choice of the method of complaint.
7. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code.
8. **Product safety**
9. AS9100D Paragraph 8.1.3 Company Partners certify that they have planned, implemented, or implemented and managed the processes necessary to ensure product safety throughout the product life cycle.
10. Product safety as defined in AS9100D paragraph 8.4.3 is:
    * The condition in which a product is capable of fulfilling its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.
    * The only way a product can fulfill its intended purpose is to plan and care for it during every step of the manufacturing process. Planning, implementing and controlling processes to ensure product safety is paramount.
    * The organization shall ensure that persons performing work under the control of the organization are aware of their contribution to product safety.
11. Operational planning and management is required. Good personal and product safety practices should include detailed process instructions, inspection requirements, guidelines for prevention, foreign object detection and removal (FOD), handling, packaging and preservation.
12. Suppliers ensure product safety (AS9100D). It is essential that these requirements reach all suppliers involved in the supply chain.
13. The following is required:
    * + Implement a quality management system
      + Use customer designated or approved external providers, including process resources (e.g. processes)
      + Bring non-compliant processes, products or services to the organization's attention and obtain approval for their disposition
      + Prevent the use of counterfeit parts
      + Inform the organization of changes to processes, products or services, including changes to external providers or point of production and obtain approval from the organization
      + Flow to external providers of valid requirements, including customer requirements
      + Provide test samples for design approval, inspection/verification, investigation or audit
      + Maintain documented information, including retention periods and disposal requirements

**VIII. Right of Control**

1. We reserve the right of access by the organisation, its customers and regulatory authorities to relevant areas of the facility and relevant documented information at any level of the supply chain.

**IX. Environmental protection**

1. The company recognises the importance of environmental protection. We are committed to minimizing negative environmental impacts in all aspects of our operations. We will actively work to reduce our environmental footprint, including energy conservation, use of renewable resources and responsible waste disposal.
2. The Supplier undertakes to comply with all environmental legislation. In particular, the Supplier undertakes to comply with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (hereinafter referred to as the "**REACH Regulation**") and Directive 2011/65/EU of the European Parliament and of the Council (hereinafter referred to as the "**RoHS 2 Directive**"), including Government Regulation No 481/2012 Coll., on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
3. If the delivered goods do not comply with the REACH Regulation or the RoHS 2 Directive in the version in force at the time of delivery, the supplier is obliged to inform the company at the following email address: info@lacomposite.com. If no such notification is sent to the above address, the delivery will automatically be deemed to be RoHS 2 compliant and free of any substances listed in Annex XIV of REACH.
4. In the event that the goods supplied contain conflict materials pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the supplier may be required to provide a manufacturer's conflict minerals statement.
5. If the goods supplied contain substances or mixtures classified as hazardous within the meaning of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (hereinafter referred to as "**CLP Regulation**"), they must be supplied in packaging and with labelling complying with this Regulation. The safety data sheet shall be sent by the supplier with the tender. In the event that the supplier fails to properly label dangerous substances and mixtures in accordance with the CLP Regulation or fails to provide a safety data sheet, the company reserves the right to refuse to accept delivery for safety reasons and to withhold the related payments until the deficiencies have been remedied. Liability for damages, including personal injury, caused by such delivery and the costs of compensation shall be borne by the supplier in this case.

**X. Protection of personal data and confidential information**

* 1. The Company values the confidentiality of information of its employees, clients and business partners. All personal information will be protected in accordance with applicable data protection laws and will not be misused or disclosed to third parties without prior consent. In particular, it is governed by the Regulation of the European Parliament and of the Council, (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and Act No. 110/2019 on the processing of personal data, as amended. The Company is referred to in this section as the "**Controller**".
  2. The Company is a data controller pursuant to Article 4(7) of the GDPR, and the contact details of the controller are set out in the header of these terms and conditions.
  3. Personal data means any information about an identified or identifiable natural person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, a network identifier or to one or more specific elements of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  4. The Controller processes personal data that the Controller has obtained on the basis of the fulfilment of an order or other obligation arising from its business activities. The lawful grounds for processing personal data are a) the performance of a contract between you and the controller pursuant to Article 6(1)(b) GDPR, and b) the controller's legitimate interest in providing direct marketing (in particular for sending commercial communications and newsletters) pursuant to Article 6(1)(f) GDPR.
  5. The purpose of the processing of personal data is the processing of orders and the exercise of rights and obligations arising from the contractual relationship; when placing an order, personal data are required that are necessary for the successful execution of the order (name and address, contact), the provision of personal data is a necessary requirement for the conclusion and performance of the contract, without the provision of personal data it is not possible to conclude the contract or its performance by the administrator, and sending commercial communications and other marketing activities.
  6. There is no automatic individual decision-making by the controller within the meaning of Article 22 GDPR. Where applicable, the supplier provides its explicit consent to such processing.
  7. The controller retains personal data (a) for the period necessary to exercise the rights and obligations arising from the contractual relationship between you and the controller and to assert claims arising from these contractual relationships (for 15 years from the termination of the contractual relationship), or (b) for the period until consent to the processing of personal data for marketing purposes is withdrawn, up to a maximum of 3 years if the personal data are processed on the basis of consent. Thereafter, the personal data shall be erased in the manner prescribed by law.
  8. Under the conditions set out in the GDPR, everyone has a) the right to access their personal data under Article 15 of the GDPR, b) the right to rectification of personal data under Article 16 of the GDPR, c) restriction of processing under Article 18 of the GDPR, d) the right to erasure of personal data under Article 17 of the GDPR, e) the right to object to processing under Article 21 of the GDPR, f) the right to data portability pursuant to Article 20 GDPR, g) the right to withdraw consent to processing in writing or electronically to the address or email of the controller specified in the header of these terms and conditions, or h) lodge a complaint with the Data Protection Authority in the event that the right to data protection has been violated.
  9. All information provided by the Parties to each other in the negotiation of and in connection with the Contract shall be confidential and neither Party to whom such information has been provided shall disclose it to any third party or use it contrary to its purpose for its own purposes. Furthermore, the Parties shall treat as confidential and keep secret any information concerning the goods which is not publicly available or known. In this context, the Parties undertake to keep confidential any of their employees or persons whom they assign to perform partial tasks in connection with the performance of the subject-matter of the contract.
  10. The controller declares that it has taken all appropriate technical and organisational measures to secure personal data. The controller has taken technical measures to secure data storage and storage of personal data in paper form and declares that only persons authorised by it have access to personal data.
  11. The obligation of confidentiality does not apply to information that: (a) may be disclosed without breach of contract, (b) has been exempted from such restrictions by written consent of both Parties, (c) is known or has been disclosed otherwise than as a result of a breach of duty by one of the Parties, (d) is known to the recipient before it is disclosed by the Party, (e) is requested by a court, prosecutor or competent administrative authority on the basis of law, or whose disclosure is required by law, (f) is disclosed by a Party to a person bound by a legal duty of confidentiality (e.g. (f) to a person (e.g. a lawyer) for the purpose of exercising his/her rights.
  12. The Supplier is obliged to keep the contents of the contract between him and the Company confidential. All documents related to the implementation of the contract, including the contract itself, are the company's business secrets, and the supplier undertakes to prevent any direct or indirect dissemination of this information.
  13. The obligation of confidentiality applies regardless of whether or not a contract is eventually concluded, and the obligation continues to apply even after the eventual termination of the contract. The obligation of confidentiality therefore applies to information acquired both before and after the conclusion of the contract.
  14. The Supplier shall not communicate, advertise or otherwise market the business relationship without the Company's permission.

**XI. Industrial Rights**

1. The Supplier shall be liable for the fact that the goods, neither as a whole nor their individual parts and components infringe the industrial or other similar rights of third parties.
2. The Agreement does not grant any license to use, nor does it convey in any way any right to inventions, patents, industrial designs, utility models, trademarks, trade names, know-how, copyright, or other forms of industrial or intellectual property.
3. The Supplier shall not be entitled to apply or allow any technical solution contained in the Customer's technical documentation to be applied for industrial law protection by a third party.
4. The Supplier is obliged to inform in writing about the use of all patents, utility and industrial designs on the goods, as well as about the licensed use of patents, utility and industrial designs. Neither proprietary nor licensed industrial rights in the goods may exclude or restrict the use of the goods.
5. The Parties shall inform each other without undue delay of counterfeit goods of which they become aware in their area of operation and shall afford each other such reasonable assistance as may be necessary to prevent the sale of counterfeit goods in an orderly and effective manner.

**XII. Vis maior**

1. Neither Party shall be liable to the other Party if it is in default in the performance of any or all of its obligations if such default is caused by circumstances beyond the control of that Party, meaning in particular fire, storm, flood, earthquake, explosion, accident, war, act of terrorism, sabotage, epidemic, quarantine restrictions, embargoes, etc. The Party invoking an event of force majeure shall notify the other Party in writing of the occurrence of the event of force majeure without undue delay.
2. If the event of force majeure lasts without interruption for more than three (3) months, the other party is entitled to withdraw from the contract.

**XIII. Final Provisions**

1. All agreements between the Customer and the Supplier shall be governed by the laws of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the rights of the consumer under generally binding legislation. The jurisdiction of the court shall be governed by the registered office of the company (customer).
2. All rights to the Subscriber's website, in particular the copyright in the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Company. It is prohibited to copy, modify or otherwise use the website or any part thereof without the Company's permission.
3. The company is not liable for errors resulting from third party interference with the online shop or its use contrary to its intended use. The Supplier shall not use any procedures in the use of the Online Shop that could have a negative impact on its operation and shall not carry out any activity that could allow it or third parties to interfere with or make unauthorised use of the software or other components that make up the Online Shop and use the Online Shop or its parts or software in a manner that would be contrary to its purpose or intent.
4. The Supplier hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
5. The Purchase Agreement, including the Terms and Conditions, is archived by the Company in electronic form and is not accessible.
6. The Company may change or amend the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.
7. These Terms and Conditions include the Company's Code of Ethics and Privacy Policy.

These General Terms and Conditions enter into force on 15.5.2024