

## **General Terms and Conditions Version 1. 1**

General Terms and Conditions for the sale of goods by LAMBERT AERODEVICES s.r.o.  
through an online shop

### **1. Introductory Provisions**

#### **1.1. GENERAL TERMS AND CONDITIONS, DEFINITION OF TERMS**

These General Terms and Conditions ("**GTC**") of LAMBERT AERODEVICES s.r.o., ID: 077 12 758, with its registered office at Sokolovská 573, Mařatice, 686 01 Uherské Hradiště, Czech Republic, registered in the Commercial Register kept at the Regional Court in Brno under file No. C 109788 (the "**Seller**"), govern the mutual rights and obligations between a seller and a buyer (the "**Buyer**") arising in connection with the negotiation of a purchase contract, or the conclusion of a purchase contract (the "**Purchase Contract**") through the Seller's online shop (operated on the website [www.lambert-aerodevices.cz](http://www.lambert-aerodevices.cz)) in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (the "**Civil Code**").

#### **1.2. SELLER'S CONTACT INFORMATION**

Registered office or delivery address: Sokolovská 573, Mařatice, 686 01 Uherské Hradiště; e-mail address: [sales@lambert-aerodevices.cz](mailto:sales@lambert-aerodevices.cz).

#### **1.3. CONSUMER / ENTREPRENEUR**

These GTC shall apply both in the case that the Buyer is (i.) a consumer within the meaning of Section 2(1)(a) of the Consumer Protection Act (the "**Consumer**") and (ii.) a person other than the Consumer (the "**Entrepreneur**"), unless otherwise provided in these GTC.

#### **1.4. GTC AS PART OF THE PURCHASE CONTRACT**

These GTC form an integral part of any Purchase Contract concluded between the Buyer and the Seller. The GTC do not exclude the possibility of negotiating divergent provisions in a specific Purchase Contract; in such a case, the expressly agreed-upon divergent provisions in the Purchase Contract take precedence over the wording of these GTC.

#### **1.5. CHANGES TO THE GTC**

The Seller is entitled to unilaterally amend the wording of the GTC at any time (for example, but not exclusively, due to changes in legislation or other relevant circumstances). The rights and obligations of the parties arising under the previous version of the GTC are not affected by this provision. For the legal relationship established between the Buyer and the Seller by the Purchase Contract, the applicable version of the GTC at the time the Buyer submits the order to the Seller is valid, unless otherwise expressly agreed between the parties. The current version of the GTC is published on the Seller's website [www.lambert-aerodevices.cz](http://www.lambert-aerodevices.cz).

## 2. Order, Conclusion of the Purchase Contract

### 2.1. MEANS OF REMOTE COMMUNICATION

The Buyer agrees to the use of remote communication means in concluding the Purchase Contract. Costs incurred by the Buyer in connection with the remote conclusion of a Purchase Contract (e.g. internet connection costs, telephone call costs) shall be borne by the Buyer.

### 2.2. ORDER FORM, ORDER

All Orders for goods can only be made through the online shop. To order goods, the Buyer shall fill in the **Order Form**, whereby it is necessary to fill in all fields marked in the Order Form as mandatory (such as basic information about the buyer, contact details of the buyer, information about the method of payment of the purchase price and delivery of goods), agree to the wording of these GTC (by submitting the order, the Buyer unconditionally accepts these GTC, which the Buyer had the opportunity to familiarise themselves with before submitting the order), and confirm the provision of information on the processing of personal data. The Order Form also contains information about the goods ordered, which the Buyer places into the electronic shopping cart, their price (including the final price for the goods according to the order, which is the sum of the price for the goods put into the electronic shopping cart, the price of related services, taxes, fees and the price for shipping) and information about the costs associated with the delivery of goods. The Buyer submits their Order to the Seller by clicking on the appropriate button in the Order Form (the "**Order**").

### 2.3. VERIFICATION OF DATA IN THE ORDER FORM

Before submitting the Order to the Seller, the Buyer has the possibility to check and change the data filled in the Order, as well as the data that may have been filled in automatically from the customer account. The data entered in the submitted Order is considered correct by the Seller, and the Seller does not verify its accuracy.

### 2.4. CONFIRMATION OF ORDER RECEIPT BY THE SELLER

Immediately upon receipt of the Order, the Seller shall confirm receipt of the Order to the Buyer at the e-mail address specified in the Order. Along with the confirmation of the Order receipt, the Buyer shall receive the wording of these GTC, which the Buyer accepted, to the e-mail address indicated in the Order. Confirmation of the Order receipt sent to the Buyer's e-mail address is not an acceptance of the Order or the proposal to conclude the Purchase Contract. The Seller is entitled to ask the Buyer by e-mail or telephone for additional confirmation of the Order, especially depending on the nature of the Order (inter alia, due to the quantity or non-availability of the ordered goods and the amount of the purchase price for the ordered goods).

### 2.5. ACCEPTANCE OF THE ORDER, CONCLUSION OF THE PURCHASE CONTRACT

The Purchase Contract is concluded at the moment of acceptance of the proposal for the conclusion of the Purchase Contract by the Seller, which occurs no later than the dispatch of the goods to the Buyer by the Seller, and primarily by sending an e-mail notification from the Seller

to the Buyer about the dispatch of the ordered goods. The Buyer is informed about the dispatch of the goods by e-mail.

## 2.6. SELLER'S RIGHT NOT TO ACCEPT

All goods displayed or exhibited on the e-shop are for informational purposes only, and the Seller is not obliged to conclude a Purchase Contract regarding the displayed or exhibited goods with the Buyer. The provisions of Section 1732(2) of the Civil Code shall not be applied. The Seller is entitled to determine the maximum quantity of goods that can be delivered to the Buyer on the basis of one Order or one Purchase Contract.

The Seller is not obliged to accept, among other things, an Order that does not contain all the mandatory data. The Seller further reserves the right not to accept, among other things, the Buyer's Order, or not to deliver the goods to the Buyer if there are obvious errors on the e-shop concerning the price of the goods, description or image of the goods, or if the Seller does not have the goods in sufficient quantities in stock, or for other reasons it is not possible to properly and timely deliver the goods ordered by the Buyer. The Buyer further acknowledges that the Seller is not obliged to enter into a Purchase Contract with a person who has in the past substantially breached a Purchase Contract concluded with the Seller, including these GTC (in particular, with a person who has not accepted the goods when delivered to the designated location in the past), or with a person who is in default with the payment of due obligations to the Seller. The Buyer shall be informed of such possible non-acceptance of the Order by e-mail.

In the event that the Order is not accepted by the Seller and the Buyer has already paid the purchase price, or part thereof, this amount shall be refunded.

## 3. Payment Terms

### 3.1. METHOD OF PAYMENT OF THE PURCHASE PRICE

The Buyer is obliged to pay the price of the goods and any costs related to the delivery of the goods under the Purchase Contract to the Seller by one of the following methods, with the specific method of payment being bindingly chosen by the Buyer in the Order Form from the following options:

- (i.) in advance by payment card;
- (ii.) in advance by bank transfer to the Seller's bank account, with payment instructions (in particular, the Seller's account number and variable symbol) sent to the Buyer by e-mail simultaneously with the order confirmation;
- (iii.) cash on delivery.

### 3.2. PURCHASE PRICE, RELATED COSTS

The purchase price of the goods is indicated on the e-shop for each item and includes only the items explicitly stated. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and delivery of goods in the agreed amount, as well as any additional costs for the selected related services, with their amount always being specified within the Order Form or Order. Unless otherwise stated, the purchase price also includes the

costs associated with packaging and delivery of the goods, as well as any additional costs for the selected related services.

Prices on the e-shop are stated including the relevant VAT at the statutory rate at the time of sending the Order to the Seller. The prices on the e-shop are binding for the Seller and the Buyer at the time of sending the Order to the Seller (except in cases of obvious errors regarding the price of the goods). The price is invoiced in Czech currency CZK. The price of the goods does not include the costs associated with packaging and delivery of the goods, unless expressly stated otherwise. The prices on the official order confirmations are binding and valid for the specific confirmed Order.

### 3.3. MATURITY OF THE PURCHASE PRICE

In the case of non-cash payment in advance by payment card / bank transfer, the purchase price is due no later than ten days from the date of receiving the order confirmation at the Buyer's electronic address. In the case of payment on delivery, the purchase price is due upon receipt of the goods.

### 3.4. TAX DOCUMENT

With regard to payments made under the Purchase Contract, the Seller shall issue a tax document to the Buyer in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, or other legal regulations, and send it electronically to the e-mail address specified by the Buyer in the Order after full payment of the purchase price for the goods.

### 3.5. MOMENT OF PAYMENT OF THE PURCHASE PRICE

The purchase price for the goods shall be deemed to be paid on the day the agreed amount is credited to the Seller's account.

## 4. Transport and Delivery of Goods

### 4.1. DISPATCH AND HANDOVER OF GOODS TO THE BUYER

Dispatch and delivery of goods to the Buyer is possible **only after full payment of the purchase price**; this does not apply in the case of payment of the purchase price on delivery. Unless otherwise stipulated in the Purchase Contract, the goods shall be dispatched to the address specified by the Buyer within a reasonable period corresponding to the Seller's operational capabilities (provided that the Seller accepts the Order). This does not affect contractual and legal provisions that may modify or grant the parties the right to modify this term.

### 4.2. CHOICE OF DELIVERY METHOD

The Buyer selects the method of transport and delivery of goods when ordering the goods in the Order Form. The various delivery methods listed on the e-shop are offered based on the current availability of transport services. The delivery times listed on the e-shop are for information purposes only, with the Seller relying on the assumed delivery times of contractual carriers.

#### 4.3. CHANGE OF DELIVERY METHOD

The Buyer acknowledges and agrees that the Seller is entitled to change the method of transport chosen by the Buyer if such method of transport is not suitable for the delivery of the ordered goods or if the chosen method of transport is not possible, e.g. under the conditions set by the carrier.

#### 4.4. ACCEPTANCE OF GOODS

In the event that the Seller is obliged under the Purchase Contract to deliver the goods to the location designated by the Buyer, the Buyer is obliged to accept the goods at the specified location upon delivery. If the Buyer refuses to accept the goods upon delivery without justification, the Seller is entitled to claim the costs associated with the transport of the goods from the place of delivery back to the Seller's disposition in the actual amount, and the Seller is also entitled to withdraw from the Purchase Contract. If, for the reasons mentioned above, the goods are repeatedly delivered to the Buyer or in a manner different from what was specified in the Order, the Buyer is obliged to cover the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivering the goods.

#### 4.5. STORAGE OF GOODS

If the Buyer is not reached at the delivery location, the procedure shall be based on the terms and conditions of the chosen contractual carrier, whereby a second attempt will usually be made to deliver the goods to the Buyer. Subsequently, the goods shall be stored with the contractual carrier or at the Seller's premises. The Buyer agrees to the storage of the goods. The Buyer acknowledges that if not reached at the delivery location, the delivery times indicated by the Seller may not be met or may be extended.

#### 4.6. OWNERSHIP RIGHTS, RISK OF DAMAGE

Ownership rights to the goods shall pass to the Buyer at the moment of handover of the goods to the Buyer or upon full payment of the purchase price for the goods, whichever occurs later. The risk of damage to the goods shall pass to the Buyer at the moment of handover of the goods to the Buyer. If the Buyer, in violation of the Purchase Contract, does not accept the goods, although the Seller (or the relevant carrier) enabled the Buyer to handle the goods, the risk of damage to the good passes to the Buyer when the Seller (or the relevant carrier) allowed the Buyer to handle the goods. Damage to the goods occurring after the risk of damage to the goods has passed to the Buyer shall not affect the Buyer's obligation to pay the purchase price, unless the Seller has caused the damage through a breach of his / her obligation.

#### 4.7. INSPECTION OF GOODS

Upon accepting the goods, the Buyer is obliged to check whether the packaging of the goods is intact. In the event of any obvious defects, the Buyer is obliged to notify the carrier immediately and to make a record of such fact with the carrier, e.g. in the form of an entry in the transport document according to the commercial terms and conditions of the chosen contractual carrier, depending on the conditions and possibilities of the chosen contractual carrier. If the packaging of the goods is found to be damaged, which indicates that the shipment has been tampered with

by a third party, the Buyer is not obliged to accept the goods from the carrier. If the Buyer accepts the goods from the carrier, any later complaints regarding apparent damage to the packaging of the shipment shall not be taken into account. The above-mentioned inspection of obvious defects in the packaging does not apply to the contents of the shipment.

#### 4.8. CARRIER DELAYS

The Buyer acknowledges that the Seller is not liable, especially for damages resulting from delays in delivery or non-delivery of the goods due to the Buyer's chosen carrier, or for reasons independent of the Seller's will (in particular, force majeure).

### 5. Rights from Defective Performance

#### 5.1. ADJUSTMENT, COMPLAINTS PROCEDURE

The rights arising from defective performance are governed by the relevant legal regulations, especially the Civil Code, and, in the case of a buyer who is a consumer, Act No. 634/1992 Coll., on Consumer Protection, as amended. Unless these GTC or mandatory legal provisions stipulate otherwise, the rights arising from defective performance are governed by the **Complaints Procedure** of the Seller, which constitutes **Annex No. 1** to these GTC.

### 6. Withdrawal from the Contract – Consumer

#### 6.1. CONSUMER

The Buyer acknowledges that this Article 6 of the GTC shall apply **only if the Buyer is a consumer** within the meaning of Section 2(1)(a) of the Consumer Protection Act.

#### 6.2. EXERCISE OF THE RIGHT OF WITHDRAWAL

The Buyer has the right to withdraw from the Purchase Contract without giving any reason within fourteen days from the day following the day on which the Buyer or a third party designated by the Buyer (other than the carrier) accepts delivery of the goods. The Buyer acknowledges that, according to the provisions of Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from the Purchase Contract for the supply of goods that have been adapted to the Buyer's wishes. For the purpose of exercising the right of withdrawal from the Purchase Contract, the Buyer is obliged to inform the Seller of the withdrawal in the form of a unilateral legal action or notice of withdrawal, which can be sent in writing to the address of the Seller's registered office (Sokolovská 573, Mařatice, 686 01 Uherské Hradiště), or by e-mail to the Seller's e-mail address: sales@lambert-aerodevices.cz. To withdraw from the contract, the Buyer can use the **sample form**, which is attached as **Annex No. 2** to these GTC, but it is not an obligation. The withdrawal period shall be also considered to be observed if the Buyer sends the notice of withdrawal to the Seller before the expiry of the specified period.

#### 6.3. EFFECTS OF WITHDRAWAL

In the event of withdrawal from the Contract, the Purchase Contract shall be cancelled from the outset, to the extent to which the Contract has been withdrawn from. If the Buyer withdraws from the Purchase Contract, the Buyer shall send or hand over to the Seller the goods received from

the Seller without undue delay, no later than fourteen (14) days from the date of withdrawal. The Buyer shall return the goods in person at the Seller's registered office, or may send them to the Seller's address (Sokolovská 573, Mařatice, 686 01 Uherské Hradiště) via a postal / courier service. The time limit shall be deemed to be observed if the Buyer sends or delivers the goods to the Seller before the expiry of the said time limit. If the Buyer withdraws from the Contract, the Buyer shall bear the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by postal service due to their nature; therefore, the goods cannot be sent cash on delivery.

#### 6.4. REFUND OF FUNDS

If the Buyer withdraws from the Purchase Contract, the Seller shall return all funds received from the Buyer, including delivery costs, without undue delay, but no later than fourteen (14) days after the withdrawal from the Contract, in the same manner in which the Seller received the funds from the Buyer, usually by bank transfer to the account chosen by the Buyer. If the Buyer chose a delivery method other than the cheapest one offered by the Seller, the Seller shall reimburse the Buyer for the delivery costs of the goods in an amount corresponding to the cheapest method of delivery offered. The Seller shall refund the received funds to the Buyer in a different way only if the Buyer agrees and if it does not result in additional costs for the Buyer. If Buyer withdraws from the Purchase Contract, the Seller is not obliged to refund the funds received to the Buyer before the Buyer returns the goods or proves that the goods were sent to the Seller.

#### 6.5. REDUCTION IN THE VALUE OF GOODS

The Buyer is liable for the reduction in the value of goods caused by the handling of the goods in a manner other than is necessary given its nature and characteristics. If the goods are returned damaged or incomplete, the Seller is entitled to compensation for damages. The Seller is entitled to unilaterally set off the claim for compensation for damage caused to the goods against the Buyer's claim for a refund of the purchase price.

### 7. **Out-of-Court Resolution of Consumer Disputes**

#### 7.1. CONSUMER

The Buyer acknowledges that this Article 7 of the GTC shall apply **only if the Buyer is a consumer** within the meaning of Section 2(1)(a) of the Consumer Protection Act.

#### 7.2. SELLER'S CONTACT DETAILS

The Buyer may contact the Seller with enquiries, suggestions or complaints, among other things, via the e-mail address [sales@lambert-aerodevices.cz](mailto:sales@lambert-aerodevices.cz). The Seller shall send information about the resolution of the enquiries, suggestions or complaints to the Buyer's e-mail address.

#### 7.3. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES, COMPETENT AUTHORITY

The Seller informs the Buyer-Consumer in accordance with Act No. 634/1992 Coll., on Consumer Protection, as amended, about the possibility of **out-of-court resolution of consumer disputes** and the subject of out-of-court resolution of consumer disputes. In principle, the Buyer has the

right to an out-of-court resolution of a consumer dispute arising from the Purchase Contract that cannot be resolved by mutual agreement, and may submit a proposal for an out-of-court resolution of such a dispute to the authority for the out-of-court resolution of consumer disputes, which, given the nature of the goods sold, is generally the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), Central Inspectorate – Department for the Out-of-Court Resolution of Consumer Disputes (ADR), Štěpánská 796/44, 110 00 Prague 1 (website: [www.adr.coi.cz](http://www.adr.coi.cz), e-mail: [adr@coi.cz](mailto:adr@coi.cz)), unless otherwise provided by mandatory regulations in a particular case. The Buyer may file a proposal for the initiation of out-of-court resolution of a consumer dispute with the Czech Trade Inspection Authority within one (1) year from the date on which the Buyer first exercised the right that is the subject of the dispute with the Seller.

#### 7.4. ONLINE DISPUTE RESOLUTION

In the event of a dispute arising from the Purchase Contract concluded online, the Buyer-Consumer may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### 8. Protection of Personal Data and Storage of Cookies

#### 8.1. PERSONAL DATA

The Seller provides the Buyer with the following information on the processing of personal data provided to the Seller in connection with the conclusion of the Purchase Contract. The Seller processes the Buyer's personal data, which the Buyer fills in the Order Form placed on the e-shop (or data that may have been filled in the Order Form automatically from the customer's account), respectively, which are necessary for the purposes set out below, especially (i.) the Buyer's identification data, in particular the Buyer's first and last name, company ID and VAT number (if the Buyer is an entrepreneur), (ii.) contact data, in particular e-mail address, home address or contact address, billing address, telephone number, as well as (iii.) other personal data if the processing is necessary for the fulfilment of the purpose of the processing, e.g. the bank account number of the Buyer ("**Personal Data**"), for the purposes of (i.) the exercise of the rights and obligations under the Purchase Contract concluded between the Buyer and the Seller, or the implementation of measures taken prior to the conclusion of the Purchase Contract at the request of the Buyer, for the purposes of (ii.) the fulfilment of related legal obligations of the Seller (e.g. tax obligations) and (iii.) if such processing is necessary for the purposes of the legitimate interests of the Seller or a third party.

#### 8.2. DATA CONTROLLER

The controller of personal data is the company LAMBERT AERODEVICES s.r.o., ID: 077 12 758, with registered office at Sokolovská 573, Mařatice, 686 01 Uherské Hradiště, registered in the Commercial Register maintained by the Regional Court in Brno, file No. C 109788; contact person is Lambert Žáček, e-mail [sales@lambert-aerodevices.cz](mailto:sales@lambert-aerodevices.cz). The data controller has not appointed a data protection officer.

#### 8.3. LEGAL BASIS

The legal basis for the processing of personal data is (i.) the fulfilment of the Purchase Contract,



where the Buyer is a party to the Contract as a data subject, or the implementation of measures taken before the conclusion of the Purchase Contract at the request of the Buyer, (ii) the fulfillment of a legal obligation related to the Seller as a data controller, and (iii) the legitimate interest of the Seller or a third party.

#### 8.4. RECIPIENTS OF PERSONAL DATA

Recipients of personal data are third parties (processors) if the transfer of personal data to these persons is necessary to fulfil the purpose of processing personal data; this includes, in particular, persons involved in the delivery of goods (contractual shippers or carriers), persons providing (e.g., software) services related to the delivery of goods and its organisation, persons involved in the processing of payments based on the Purchase Contract (persons providing banking and financial services), and persons providing e-shop operation services.

#### 8.5. THIRD COUNTRIES, INTERNATIONAL ORGANISATIONS

The Seller may, as part of the transfer of data to its processors, transfer the Buyer's personal data to third countries that do not ensure an adequate level of personal data protection. Such transfers of personal data shall only be made by the Seller if the relevant processor undertakes to comply with the standard contractual clauses issued by the European Commission. The Seller does not intend to transfer personal data to an international organisation.

#### 8.6. PROCESSING PERIOD

The personal data shall be stored with the Seller as the data controller for the time necessary to fulfil the purpose of their processing in accordance with Article 8.1 of these GTC, for a maximum period of three (3) years from the date of conclusion of the Purchase Contract, unless mandatory legal regulations provide for a longer period in individual cases.

#### 8.7. BUYER'S RIGHTS

The Buyer has the right to request at the Seller as the data controller access to personal data concerning the Buyer, their rectification or erasure, or restriction of processing, and the right to object to processing, as well as the right to data portability and the right not to be subject to any decision based solely on automated processing. The Buyer has the right to lodge a complaint with the supervisory authority, which in the Czech Republic is the Personal Data Protection Office ([www.uoou.cz](http://www.uoou.cz)), as well as the right to request the data controller to remedy any defective condition or breach of the law or the protection of the Buyer's private and personal life. In the event of the occurrence of a non-pecuniary damage due to the processing of personal data, a special law is followed when asserting the claim.

#### 8.8. REQUIREMENT TO PROVIDE DATA

The request for the provision of personal data is based on the law and the Contract, or a requirement that must be included in the Purchase Contract (or the Order Form on the Seller's e-shop). Failure to provide personal data would make it impossible to conclude and perform the Purchase Contract between the Seller and the Buyer.

#### 8.9. AUTOMATED PROCESSING – PROFILING

The Seller informs the Buyer that there is no automated data processing – profiling within the operation of the e-shop.

#### 8.10. COOKIES

The Seller's policy on the use of cookies is published on the Seller's website: [www.lambert-aerodevices.cz](http://www.lambert-aerodevices.cz)

### 9. Final Provisions

#### 9.1. ADDITIONAL INFORMATION FOR THE BUYER

The Purchase Contract can only be concluded in the Czech language, and these GTC are also only available in the Czech language. The Seller further informs the Buyer that there are no codes of conduct binding on the Seller in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code. The Purchase Contract shall be archived by the Seller in accordance with legal regulations and shall not be accessible to the Buyer.

#### 9.2. APPLICABLE LAW, JURISDICTION

The Purchase Contract, as well as these GTC, are governed by Czech law. The general courts of the Czech Republic have jurisdiction over disputes.

#### 9.3. SEVERABILITY

If any provision of the Purchase Contract or these GTC is or becomes invalid and/or unenforceable, then such invalidity and/or unenforceability shall not affect the validity and/or enforceability of the other provisions of the Purchase Contract or these GTC. Instead of the invalid and/or unenforceable provision, the provision whose meaning most closely approximates the invalid and/or unenforceable provision shall be used.

These GTC shall come into force and effect on 3 June 2022.

**LAMBERT AERODEVICES s.r.o.**