



## Terms and Conditions of Espinoza s.r.o.

### 1. Introductory provisions

a) These terms and conditions (hereinafter referred to as the "Terms") apply to all business relations between Espinoza s.r.o. (hereinafter referred to as the "Company") and its customers.

b) The company deals with:

- Manufacture of chemicals and chemical mixtures or articles and cosmetic preparations
- Manufacture of plastic and rubber products
- Mediation of trade and services
- Wholesale and retail
- Warehousing, packaging, cargo handling and technical activities in transport
- Consulting and advisory services, preparation of expert studies and reports

Road motor transport:

- Freight national operated vehicles or combinations of vehicles on the largest permissible weight not exceeding 3.5 tonnes intended for the transport of animals or things and freight international operated vehicles or combinations of vehicles on the largest permissible weight not exceeding 2.5 tonnes intended for the transport of animals or things

c) The customer may be any natural or legal person who enters into a business relationship with the company.

d) These terms and conditions shall be deemed to form an exclusive part of the contract between the company and the customer, except for any written agreements between the two parties.



ESPINOZA, s.r.o.  
Oldřichovice 738  
739 61 Třinec  
CZ25867491



+420 736 694 449



[www.espinozachem.cz](http://www.espinozachem.cz)



## 2. Order and acceptance

a) The customer can place an order via an electronic form on the company's website, by e-mail, by phone or in person.

b) Confirmation of the order sent by the company is considered as acceptance of the order. In case of change or rejection of the order, the company will contact the customer.

c) The Company reserves the right to refuse a customer's order for serious reasons such as the customer's lack of ability to pay or suspected unauthorised conduct.

## 3. Prices and payments

a) All prices quoted by the company are in Czech crowns or euros and do not include taxes, shipping charges and any other additional costs, unless otherwise stated.

b) The customer is obliged to pay the price of the goods or services within the time limit set by the company. Payment may be made by bank transfer to the company's account.

c) In the event of delay in payment, the company has the right to charge the customer interest on late payment at the rate set by applicable law.

d) The Company reserves the right to change the prices of goods and services.

## 4. Delivery and transport

a) The Company will use its best endeavours to ensure that the goods or services are delivered to the Customer as quickly as possible.

b) The costs associated with the transport and shipping of the goods shall be borne by the customer, unless otherwise agreed.

c) The delivery dates are given for guidance only and are not binding unless otherwise contractually agreed.



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d) The company is not responsible for loss, damage or delay of goods caused by the carrier.

## **5. Complaints and returns**

a) The customer has the right to claim defective goods in accordance with applicable law. The complaint must be submitted within the specified time limit and must contain all relevant information about the defect.

b) In the event of a legitimate claim, the customer is entitled to compensation with guidelines set by the company.

c) Returns may only be made with the consent of the company and must be made in accordance with the instructions set out by the company.

d) The customer is obliged to ensure that the goods are properly packed and protected against damage during transport.

## **6. Liability and limitation of warranty**

a) The company undertakes to supply goods or services to customers in accordance with applicable law and in accordance with reasonable quality standards.

b) The Company makes no warranty, express or implied, with respect to the Goods or Services unless otherwise expressly stated.

c) The Company shall not be liable for damages caused by the Customer's inadvertent use of the goods or services.

## **7. Privacy Policy**

a) The company processes customers' personal data in accordance with applicable laws and its privacy policy.

b) The Company does not disclose customers' personal data to third parties without the customer's prior consent, except as provided by law.



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## 8. Intellectual property

a) All copyrights, trademarks, patents and other intellectual property related to the Company's products or services are the exclusive property of the Company.

b) The Customer shall not copy, reproduce or distribute any materials or information provided by the Company without the prior written consent of the Company.

## 9. Miscellaneous provisions

a) All disputes arising from the business relationship between the company and the customer are governed by Czech law and will be resolved by the competent courts.

(b) If any part of these Terms is invalid or unenforceable, this will not affect the validity or enforceability of the remaining parts of these Terms.

c) The Company reserves the right to change these terms and conditions upon prior notice to customers.

This version of the Espinoza s.r.o. Terms and Conditions is valid from 1.8.2023 and replaces all previous versions.



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