

## Complaints Procedure

### Art. 1

#### *The right of the buyer (customer) to claim defective goods*

1. When delivering goods to buyers (customers), SERVIS CLIMAX a.s., Company identification no.: 253 52 628, with its registered office in Jasenice 1253, postal code: 755 01 Vsetín (hereinafter also referred to as the “seller”), is responsible for ensuring that the goods or work are of the agreed quality, quantity and version according to the contract and have been packed in the manner specified in the contract or in the general delivery conditions.
2. If there is a defect in the goods, i.e. a situation where the goods are not delivered in accordance with the purchase contract, contract for work or general delivery conditions, the buyer (customer) is entitled to complain about this defect.
3. The seller decides on the justification of the complaint without undue delay, usually within thirty (30) days. The seller may, in particular in cases where the settlement of a complaint requires professional assessment (e.g. by the material supplier), set a longer period.
4. In the case of complaints about motors or other electrical components, the seller is entitled to request an assessment of the technical conditions of connection in the place of installation of the product. To assess the place of installation, the seller may send his technician or the technician of the supplier of the relevant components to do it. If the seller or his supplier is not allowed to assess the place of installation, the guarantee is not provided and the buyer (customer) does not have any claims due to possible defects in the goods.
5. In the event that the buyer (customer) hands over the goods to the seller for repair/warranty repair and these goods will not be packed/sufficiently packed (for example, in the original packaging), the buyer (customer) acknowledges that the seller is not responsible for defects and other damage resulting from the transport and subsequent handling of these goods (damage, deformation, scratching, tearing, etc.). The removal of such defects will be billed to the buyer (customer). By analogy, this provision also applies to cases of repairs of goods as separate contractual relations, and also to situations where the repaired goods are not a product of the seller's company and the customer has ordered the repair of the goods (work) from him separately.
6. The seller does not accept any claims for possible reimbursement of costs or damages related to the complaint or the possible replacement of the defective product, unless he has expressly agreed to this in the contract. The buyer (customer) waives all possible claims due to product defects, except for claims expressly regulated by these complaints procedure or claims agreed in the contract.

### Art. 2

#### Making a complaint

1. The complaint is lodged by the buyer (customer) at the seller's registered office. Complaints can be made to the seller's complaints department continuously via the E-shop ([www.eshop.climax.cz](http://www.eshop.climax.cz)) or E-mail ([reklamace@climax.cz](mailto:reklamace@climax.cz)), or in person or by telephone during the entire operating hours of the seller (see the contacts section at [www.eshop.climax.cz](http://www.eshop.climax.cz)).
2. The buyer (customer) is obliged to prove that his right to settle the complaint is justified. In addition to pointing out defects, the buyer (customer) is obliged to provide data on the acquisition of the goods (which will be proved with the relevant document).

3. In the complaint, the buyer (customer) is obliged to state the type of goods claimed, their quantity, a description of the claimed defect, and how it manifests itself. If the required data are not provided, the time for settling the complaint is extended by the time before they are completed.
4. The buyer (customer) must file a complaint without undue delay within the deadlines according to § 2112 and § 2618 of the Czech Civil Code, otherwise the buyer (customer) any rights from product defects expire (provisions of paragraphs 5 and 6 regulating the time limit for making a complaint in the cases specified in these paragraphs remain unaffected by this).
5. Obvious defects (e.g. damage to the goods) caused by the transport service must be claimed directly when receiving the goods to the carrier (in the case of transport performed by a different entity than the seller) or within 14 days of receipt. To file a complaint caused by the transport company, it is necessary to leave the goods at the place of transport, including the original packaging, obtain appropriate documentation of damage (photographs, videos, etc.), or ensure that a record of damage is made with the transport company.
6. In the event that the goods are damaged or an incomplete delivery is handed over by the seller, then the complaint must be made by the buyer no later than 14 days from receipt.
7. If the deadlines according to paragraphs 5 and 6 expire, the seller's liability for defects expires.

### **Art. 3**

#### **Acknowledgment of complaint, guarantee period**

1. The condition for the acknowledgment of a complaint is in particular:
  - a) a statement of the defect for which the seller is responsible, during the guarantee period and without undue delay;
  - b) compliance with the conditions set out in the product pricelist, instructions for use and maintenance and/or generally known rules for the use of goods;
  - c) the defect was not caused by unprofessional manipulation by the buyer (customer)/user or as a result of normal wear and tear;
  - d) payment of the purchase price or the price of the work.
2. The guarantee period is:
  - a) 48 months from the date of receipt of the goods, unless otherwise specified in the contract, the guarantee conditions for the specific product;
  - b) 12 months for the repair or modification of the goods from the date of the repair or modification of the goods.
3. The guarantee period begins from the receipt of the goods by the buyer (customer), i.e. the contractual partner, not the final customer. In the event that the delivery and acceptance of the goods did not occur due to lack of cooperation of the buyer (customer), the guarantee period runs on the day when the goods or work should have been delivered.
4. The guarantee period is not to be confused with the normal life of the goods, i.e. the period for which the goods can last, due to their properties, given purpose and differences in the intensity of use.

5. If the buyer's (customer's) complaint is settled by exchanging the defective goods for faultless ones, a new guarantee period does not run for the new goods. If the buyer (customer) complaint is settled by exchanging the goods for new ones, the guarantee period does not include the period of time from the lodging of the complaint till the moment when the buyer (customer) is obliged to take over the goods. If the buyer (customer) complaints are settled by repair, the guarantee period does not include the period of time from the lodging of the complaint to the moment the buyer (customer) is obliged to take over the repaired product.

#### **Art. 4** **Reparable defects**

1. Reparable defects are considered to be such defects when their removal does not affect the appearance, function or quality of the products. The assessment of the nature of the defect belongs to the seller.
2. If the defect is reparable, the buyer (customer) may request free and proper removal of the defect, and the seller decides whether this will be done by repair, replacement or discount from the price, i.e. the choice of how to settle the complaint belongs to the seller.
3. In the event that the complaint is settled by exchanging the goods for faultless ones, the buyer (customer) is obliged to return the defective goods to the seller. If the goods are not returned within 2 months of exchange, the buyer (customer) will be charged the price for the goods valid at the time of purchase of goods and the buyer undertakes to pay this price.

#### **Art. 5** **Irreparable defects**

1. Defects that are irreparable in particular are those that cannot be completely removed within the specified period. An irreparable defect is also considered to be the same defect that occurs repeatedly on the product, i.e. at least twice the same or three times different defect. The assessment of the nature of the defect belongs to the seller.
2. If the defect is irreparable, which prevents the proper use of the product, the complaint (buyer's claim) can be resolved by a discount on the purchase price, exchanging the goods for faultless, or canceling the purchase contract and refunding the purchase price, the seller decides how the complaint will be settled, i.e. the choice of the method of handling the complaint belongs to the seller.
3. In the event that the complaint is settled by exchanging the goods for faultless ones, the buyer (customer) is obliged to return the defective goods to the seller. If the goods are not returned within 2 months of exchange, the buyer (customer) will be charged the price for the goods valid at the time of purchase of goods and the buyer undertakes to pay this price.

#### **Art. 6** **Parts with surface finish**

The buyer (customer) acknowledges and agrees that:

1. the mechanical and physical properties of the surfaces painted with powder paints meet the parameters specified in the technical data sheet of the paint manufacturer;

2. the tested mechanical and weather resistance are defined in the Qualicoat standard;
3. one product can be surface treated with different technologies, which can cause nuances in the colour shade;
4. for the evaluation of the appearance of the product surface, the rule applies that it is evaluated in daylight from a distance of 2 meters.

### **Art. 7** Goods sold at reduced prices

1. Products which are used, or which have defects which do not prevent the product from being used for its intended purpose, shall be sold only at lower prices.
2. The buyer (customer) is notified that the product has a defect and what the defect is. The seller is not responsible for such defects of new or used products for which a lower price has been agreed.
3. If the price has been reduced for commercial reasons (e.g. due to post-season sales) and if it is a sale of new perfect goods, the seller is fully liable for defects in the goods sold in accordance with the rules of these complaints procedure.

### **Art. 8** Settlement of disputes

Any disputes arising within the complaints procedure shall be decided by court of justice at the registered office of the seller (contractor). Disputes will be decided in accordance with Czech legislation.

### **Art. 9** Final provisions

The complaints procedure in this wording takes effect on May 1, 2021 and cancels all previous complaints procedures issued by the company.

In Vsetín on May 1, 2021

**Ing. Filip Kohout**  
head of quality dpt.