

# COMPLAINTS PROCEDURE

## **Seller:**

**ATELIÉR MAUR s.r.o.**

with its registered office at Plzeň, Libušínská 575/82, ZIP code 326 00

Company ID: 252 41 885

Tax ID:

registered at the Regional Court in Plzeň, section C, file no. 12126

## **Introductory provisions:**

This complaint procedure applies to the purchase of goods from ATELIÉR MAUR s.r.o. The following provisions further define and specify the rights and obligations of the seller and the buyer.

This complaint procedure is valid for goods purchased from the seller by the buyer - a non-entrepreneur, unless the manufacturer's complaint procedure directly applies to them.

The seller hereby expressly warns that it is necessary to comply with the conditions set out in the instructions for use of the goods, which are available on the website [www.ateliermaur.cz](http://www.ateliermaur.cz), when installing, using and storing goods. If these conditions are not met, the complaint cannot be recognized as justified.

## **Defects existing at the time of receipt of the goods by the buyer:**

The seller is responsible to the buyer for ensuring that the goods sold are in accordance with the purchase contract when received by the buyer, in particular, that they are without defects. Compliance with the purchase contract means, unless the law provides otherwise, that the goods have the quality and useful properties required by the contract, described by the seller, manufacturer or his representative, or expected based on their advertising, or the quality and useful properties usual for a thing of such kind, that it meets the requirements of legal regulations, is in the corresponding quantity, measure or weight and corresponds to the purpose for which the seller indicates the use of the thing or for which the thing is usually used.

If the goods are not in accordance with the purchase contract when received by the buyer, the buyer has the right to have the seller put the thing into a state corresponding to the purchase contract free of charge and without unnecessary delay, according to the buyer's request either by exchanging the goods or repairing them; if such a procedure is not possible, the buyer may request a reasonable discount from the price of the goods or may withdraw from the contract. This does not apply if the buyer knew about the discrepancy with the purchase contract before receiving the goods or caused the discrepancy with the purchase contract himself.

When exchanging goods or withdrawing from the contract, the buyer must return the defective goods with complete accessories and with the relevant documents.

A discrepancy with the purchase contract, which manifests itself within 6 months from the date of receipt of the goods, is considered a discrepancy existing at the time of receipt of the goods, unless it contradicts the nature of the goods or unless the opposite is proved.

## **Defects that manifest after receipt of the goods by the buyer during the warranty period:**

For consumer goods (unless it is used goods), the seller is responsible for defects that manifest as a discrepancy with the purchase contract after receipt of the goods during the warranty period (warranty). However, the warranty does not apply to wear and tear of the goods caused by its usual use. The warranty does not apply to defects for which a lower price has been agreed for goods sold at a lower price.

### **1. The buyer's right to complain about defective goods**

If a defect occurs during the warranty period, to which the warranty applies, the buyer has the right to complain about this defect during the warranty period.

### **2. Place of complaint**

The rights from liability for defects are claimed from the seller, from whom the thing was bought. However, if another entrepreneur is specified in the warranty card for repair, who is closer to the seller's place or closer to the buyer, the buyer will claim the right to repair from the entrepreneur designated to carry out the warranty repair. The entrepreneur designated for repair is obliged to carry out the repair within the period agreed at the time of sale of the thing between the seller and the buyer.

When handling a complaint through a transport company or post, the buyer must clearly mark the package with the word COMPLAINT. In his own interest, the buyer should also pack the goods in suitable and sufficiently protective packaging material meeting the requirements for transporting fragile goods. The buyer should mark the shipment with appropriate symbols.

The buyer delivers the claimed goods to the seller at his own expense and risk.

### **3. Conditions for claiming a complaint**

It is possible to claim a complaint of the product only during the warranty period and after submitting mainly these documents:

- a) correctly and legibly filled in warranty card. This warranty card must be filled in at the time of sale, it must contain the type designation of the goods, the production number identical with the claimed goods, the date of sale and the stamp of the seller. It must not be a copy of the warranty card and no data may be changed or rewritten on it
- b) all delivered documentation
- c) claimed goods including all accessories and including packaging

In addition to specifying the claimed goods and defects, the buyer is also obliged to state his identification data and connection.

Otherwise, the complaint cannot be recognized.

### **4. Warranty period**

The warranty period for the sale of consumer goods is **24 months**. However, if it is a product with an average luminous time, the warranty period is **6 months**. In the case that a longer warranty period is stated in the warranty card for the purchased goods of some branded manufacturers, this longer warranty period applies to this goods.

The warranty periods start running from the receipt of the goods by the buyer. If the goods are to be put into operation by another entrepreneur than the seller, the warranty period will start running only from the day of putting the thing into operation, if the buyer ordered the putting of the goods into operation no later than three weeks after receiving the thing and provided the necessary cooperation to

perform the service properly and on time. The warranty period is extended by the time during which a justified complaint is claimed on the goods.

## **5. The warranty does not apply**

The warranty does not apply to defects:

- a) caused by mechanical, thermal, chemical or other damage caused by the buyer, including damage caused during transport
- b) caused by incorrect use when not following the instructions for use, incorrect handling or incorrect maintenance and
- c) caused by a natural disaster (fire, flood, atmospheric discharge during a storm, etc.)
- d) caused by other external influences (connecting the goods to a different network voltage than for which the goods are intended, instability of the electricity network, overvoltage surges of the network or other power sources, etc.)
- e) caused by repair or modification of the goods carried out by an unauthorized person, including defects caused by opening the goods
- f) caused by using the goods in an environment for which it is not intended, including professional operation
- g) caused by wear and tear of the goods caused by its usual use
- h) for which a lower price was agreed, for goods sold at a lower price
- i) caused during transport

A defect that arose from unprofessional assembly or other unprofessional putting of the goods into operation will be considered a defect of the goods, if this assembly or putting into operation was agreed in the purchase contract and was carried out by the seller or another person at the seller's responsibility.

## **6. Buyer's claims when claiming a defect**

### ***Removable defect***

1. exchange of goods - the buyer can request that the thing be exchanged (if the defect concerns only a part, that the subject part be exchanged).
2. removal of the defect - if, however, the exchange of the thing would be disproportionate to the nature of the defect, the buyer has the right to have the defect removed, which the seller is then obliged to remove without unnecessary delay.
3. discount, or withdrawal from the contract - if it is not possible to proceed in any of the above ways, the buyer can request a discount from the price of the thing, or withdraw from the contract.

### ***Irremovable defect***

#### *A. preventing proper use of the thing*

1. exchange of goods or withdrawal from the contract - the buyer can choose whether he wants to withdraw from the contract or whether he will request an exchange of the thing

#### *B not preventing proper use of the thing*

1. exchange of goods, discount or withdrawal from the contract – it is entirely up to the buyer whether he will request an exchange of the thing, a discount from the price or whether he will withdraw from the contract

When exchanging a product or withdrawing from the contract, the buyer must return the defective product with complete accessories and with the relevant documents.

### **Final provisions:**

In matters not regulated by this complaint procedure, the procedure is according to the Civil Code, the Consumer Protection Act and other valid legal regulations.

This complaint procedure is valid in the wording stated on the seller's website. In case of changes, the date of sending the order by the buyer is decisive.

By sending an electronic order, the buyer unreservedly accepts all provisions of the complaint procedure in the wording valid on the day of sending the electronic or written order, as well as placing an oral order, or on the day of direct processing of the order without prior order, the valid price of the ordered goods including transport stated in the catalog, unless otherwise agreed in a specific case. The sent order or confirmation of receipt of the order irrevocably binds the buyer.

The complaint procedure of ATELIÉR MAUR s.r.o. is provided on request to any potential customer, they are also publicly available on the website of ATELIÉR MAUR s.r.o..