

COMPLAINTS PROCEDURE

Seller:

ATELIÉR MAUR s.r.o.

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

ID: 252 41 885

VAT:

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

Introductory provisions:

This Complaints 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 Complaints Procedure is valid for goods purchased from the seller by the buyer - a businessman in his business activity, if it is not directly covered by the manufacturer's Complaints Procedure of the relevant goods.

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, when installing, using and storing the 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 the defect that the goods have at the moment when the risk of damage to the goods passes to the buyer, even if the defect becomes apparent only after this time. The seller is also responsible to the buyer for any defect that occurs after this time if it is caused by a breach of the seller's obligations.

The buyer is obliged to inspect the goods as soon as possible after the risk of damage to the goods has passed, taking into account the nature of the goods. If, according to the agreement of the seller and the buyer, the goods are to be sent by the seller, the inspection of the goods may be postponed until the goods are delivered to the place of destination. However, if the goods are directed to another place of destination during transport or are reshipped by the buyer without the buyer having the opportunity to inspect them appropriately given the nature of the goods and at the time of concluding the contract the seller knew or should have known about the possibility of such a change of place of destination or such a reshipment, the inspection may be postponed until the goods are delivered to the new place of destination.

If the buyer does not inspect the goods or arrange for them to be inspected at the time of the risk of damage to the goods, the buyer may assert claims for defects that could be detected during this inspection only if he proves that the goods had these defects already at the time of the risk of damage to the goods.

However, the buyer's right to defects in the goods cannot be granted in court proceedings if the buyer does not submit a report on the defects in the goods to the seller without unnecessary delay after:

- a) the buyer has discovered the defects,
- b) the buyer should have discovered the defects during the inspection, which he is obliged to carry out
- c) or the defects could have been discovered later with the exercise of professional care, but no later than two years after the delivery of the goods, or after the arrival of the goods at

the place of destination specified in the contract. For defects to which the warranty for quality applies, the warranty period applies instead of this period.

This does not apply if the defects in the goods are the result of facts that the seller knew or should have known at the time of delivery of the goods.

Defects that manifest after the buyer has taken possession of the item during the warranty period:

The seller assumes a written commitment with the warranty for the quality of the goods, that the delivered goods will be suitable for use for a certain period of time for the agreed purpose, otherwise for the usual purpose, or that it will maintain the agreed, otherwise usual properties.

The commitment from the warranty can arise from the contract or from the seller's declaration, especially in the form of a warranty certificate. The effects of this commitment also have the marking of the warranty period or the durability or usability of the delivered goods on its packaging. If the warranty period specified in the contract or in the seller's warranty statement is different, this period applies.

The seller's liability for defects to which the quality guarantee applies does not arise if these were defects caused after the risk of damage to the goods by external events and were not caused by the seller or persons with whose help the seller fulfilled his obligation.

1. Place of enforcement of rights from defects in goods

Rights from liability for defects are asserted with the seller from whom the item was purchased. However, if another entrepreneur designated for repair is stated in the warranty certificate, who is at the seller's location or closer to the buyer, the buyer will assert the right to repair with the entrepreneur designated for 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 goods 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 also packs the goods into suitable and sufficiently protective packaging material meeting the requirements for transporting fragile goods. The buyer marks the shipment with suitable symbols.

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

2. Conditions for asserting the right from defects in goods

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

- a) correctly and legibly filled out warranty card. This warranty card must be filled out at the time of sale, it must contain the type designation of the goods, the production number identical to the claimed goods, the date of sale and the seller's stamp. 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.

3. Warranty period

When selling consumer goods, the warranty period is **24 months**. However, if it is goods with an average luminous time, the warranty period is **6 months**. In the case of goods of some branded manufacturers purchased, if a longer warranty period is stated in the warranty certificate, this longer warranty period applies to this goods.

Unless something else follows from the content of the contract or warranty statement, the warranty period starts from the day of delivery of the goods. If the seller is obliged to send the goods, the warranty period runs from the day the goods arrive at the destination. The warranty period does not run for the time during which the buyer cannot use the goods due to its defects for which the seller is responsible.

4. 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 event (fire, flood, atmospheric discharge during a storm, etc.)
- d) caused by other external influences (connecting the goods to a different network voltage than the one for which the goods are intended, instability of the electrical network, overvoltage surges of the network or other power sources, etc.)
- e) caused by repair or modification of the goods performed 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 commissioning of the goods will be considered a defect of the goods, if this assembly or commissioning was agreed in the purchase contract and was performed by the seller or another person at the seller's responsibility

5. Buyer's claims when asserting a defect

The contract is breached in a substantial way

1. delivery of replacement goods for defective goods, or delivery of missing goods or removal of legal defects,
2. repair of goods, if defects are repairable
3. a reasonable discount on the purchase price
4. or withdrawal from the contract.

The choice between these claims belongs to the buyer, only if he announces it to the seller in a timely notice of defects or without undue delay after this announcement. The claimed claim cannot be changed by the buyer without the seller's consent. However, if it turns out that the defects of the goods are irreparable or that their repair would be associated with disproportionate costs, the buyer may request the delivery of replacement goods, if he asks the seller without undue delay after the seller has announced this fact. If the seller does not remove the defects of the goods within a reasonable additional period or announces before its expiration that he will not remove the defects, the buyer may withdraw from the contract or request a reasonable discount on the purchase price.

If the buyer does not announce the choice of his claim within the specified period, he has claims from defects in goods as in the case of an insignificant breach of the contract.

The contract is breached in an insignificant way

1. delivery of missing goods and removal of other defects in goods,
2. discount on the purchase price

Until the buyer asserts a claim for a discount on the purchase price or withdraws from the contract in accordance with the law, the seller is obliged to deliver the missing goods to the buyer and remove the legal defects of the goods. Other defects are obliged to remove the seller by his choice by repairing the goods or delivering replacement goods; however, the chosen method of removing defects must not cause the buyer to incur disproportionate costs.

If the buyer requests the removal of defects in the goods, he cannot assert other claims from defects in goods, except for a claim for damages and a contractual penalty, until the expiration of the additional reasonable period, which he is obliged to provide for this purpose to the seller, unless the seller announces to the buyer that he will not fulfill his obligations within this period.

Until the buyer sets a deadline for the removal of defects according to the previous paragraph or does not claim a discount on the purchase price, the seller can inform the buyer that he will remove the defects within a certain period. If the buyer does not announce his disagreement without undue delay after receiving this notification, this notification has the effect of setting a deadline according to the previous paragraph.

If the seller does not remove the defects of the goods, the buyer can claim a discount on the purchase price or withdraw from the contract, if he warns the seller of the intention to withdraw from the contract when setting a deadline for the removal of defects or within a reasonable period before withdrawing from the contract. The chosen claim cannot be changed by the buyer without the seller's consent.

When delivering replacement goods, the seller is entitled to demand that the buyer return the replaced goods at his expense in the state in which it was delivered to him.

The buyer cannot withdraw from the contract if he did not report the defects to the seller in time. The effects of withdrawal from the contract do not arise or cease if the buyer cannot return the goods in the state in which he received it. However, this does not apply if the impossibility of returning the goods in the state mentioned therein is not caused by the buyer's action or omission, or if the state of the goods has changed as a result of an inspection properly carried out for the purpose of detecting defects in the goods. This also does not apply if the buyer sold some of the goods before the defects were discovered or if the goods were completely or partially consumed or changed during their usual use. In this case, the buyer is obliged to return the unsold or unconsumed goods or the changed goods to the seller and provide the seller with compensation to the extent that he benefited from the use of the goods.

Final provisions:

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

This complaint procedure applies 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 unconditionally accepts all provisions of the advertising order in the wording valid on the day of sending the electronic or written order, as well as the submission of a verbal order, or on the day of direct processing of the order without a previous 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 is irrevocably bound by 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..