

## **COMPLAINTS PROCEDURE**

- 1.** The Complaints Procedure regulates the terms and procedure of dealing with complaints related to goods delivered by TRACHEA a.s., Company ID: 63485079., VAT ID No.: CZ 699004420, with the registered office at Vinařská 580/17a, 603 00 Brno –Pisárky, business premises at Tovární 1209, 769 01 Holešov, registered in the Commercial Register kept by the Regional Court in Brno in Section B, Insert 6797.
- 2.** The Complaints Procedure is an inseparable part of the General Business Terms of TRACHEA, a.s.
- 3.** By entering into a contract for work, the client confirms that they have been acquainted with the Complaints Procedure, agrees to the same and accepts the same.
- 4.** The provisions of this Complaints Procedure take precedence over the provisions of the General Terms and Conditions and Technical Terms – organization manuals (hereinafter also the “GTC” and “TT”). If a certain issue is not regulated by the Complaints Procedure, the GTC and TT are applied. If the issue is not regulated by the GTC and TT, the complaint is to be settled in compliance with relevant legal regulations in force.
- 5.** In addition to the statutory liability for defects required by Act No. 892012 Sb., the Civil Code, the contractor provides the client with warranty for the quality of goods under the terms regulated in this Complaints Procedure.
- 6.** The contractor is liable to the client for any defects that the goods have upon takeover, as well as for any defects that occur or are manifested in the goods during the following warranty periods:
  - (a) 24 months from takeover of goods by the client on Trachea foiled doors;
  - (b) seven years from takeover of goods by the client on hidden defects on Trachea foil-covered doors; hidden defect means delamination of the folio;
  - (c) five years on ungluing of edge in T-acrylic acrylate doors;
  - (d) 24 months from takeover of goods by the client on other Trachea goods.
- 7.** If the client has taken over the goods in the manner stated in article IV s. 5 par. (B) and (c) of the GTC, the warranty period starts running on delivery of goods to the agreed address.
- 8.** The client is to check the correctness of the items delivered, their amount, quality, make, completeness and visible defects immediately upon takeover of the goods. If the client for any objective reasons cannot check the goods immediately, they are to perform the same no later than within 48 hours from takeover of the goods.
- 9.** In the case of personal takeover of the goods, the client is to record the defects found in the delivery note confirmed by the contractor. The goods is considered to have no other defects than those stated in the delivery note.
- 10.** In the case of delivery of goods by a carrier, the client is to report the defects found in accordance with section 8 above in writing to the business premises address or electronically to the contractor’s e-mail address [objednavky@trachea.cz](mailto:objednavky@trachea.cz) no later than within 48 hours from the takeover of goods. The goods is considered to have only the defects reported in accordance with sentence one of this article.
- 11.** In the case of any breach of the client’s obligations under articles 9 and 10 above, the client is not entitled to the quality warranty rights if the defects are of such kind that the client must have found the same when checking the goods upon takeover with due care.
- 12.** The provisions of articles 9 and 10 above are not applicable to defects that occurred later during the warranty period and that the client could not have found when checking the goods with due care under article 9 and 10 above.
- 13.** The client is to use the goods in accordance with the product specification, manual for use of the product, manual for maintenance of the product and TT. In the case of any breach of this obligation, the client is not entitled to the quality warranty rights.
- 14.** The client is to exercise their quality warranty rights with the contractor in writing without undue delay after finding the defect of the goods. The written complaint must include the following:
  - (a) the client’s name,
  - (b) specific description of the defect found,
  - (c) right selected in accordance with article 19 of the Complaints Procedure.The written complaint must be accompanied with the following documents:
  - (a) invoice or receipt
  - (b) delivery note.
- 15.** The client is to return the goods to which the complaint relates in an undamaged state, with no writing, marking or holes. This will not apply to complaints related to defects that could not despite due care be found according to articles 9 and 10 above, and that occurred later when using the goods, and to hidden defects of the material from which the goods were manufactured and that occurred later. The client is to transport the goods to which the complaint relates at their own costs to the address of complaint

settlement. The packaging that contains goods sent for complaint settlement must be visibly marked by the client with the word "COMPLAINT". The client is to secure the goods carefully to prevent any additional damage to it during transport. The contractor is not liable for any damage caused to the goods during transport.

**16.** The place of complaints settlement is the contractor's business premises: **Trachea, a.s., Tovární 1209, 769 01 Holešov.**

**17.** If the goods to which the complaint relates cannot be transported to the place of complaints settlement under article 15 above due to the fact that this would be unreasonably difficult for the client or if it is a built-in goods or goods that creates part of a real property, the contractor is to assess the complained defect upon agreement with the client in the place where the goods is located or in any other agreed way. The client is to provide the contractor with any necessary assistance in the settlement of the complaint.

**18.** The seller is to settle the complaint within 30 days after taking over the goods that is subject to complaint or after assessing the goods in accordance with article 17 above.

**19.** When lodging the complaint, the client is to state which right they choose to apply. The client has the following rights:

(a) in the case of minor defects that may be removed by repair:

- to free and proper removal of the defect. If the contractor fails to remove the defect in time, the client is entitled to a reasonable discount from the price of work.

(b) in the case of minor defects that do not prevent use of the work and may not be repaired:

- to a reasonable discount from the price of work

(c) in the case of material defects, i.e. defects that may not be repaired and that prevent the proper use of the goods as goods without defects:

- to removal of the defect by delivering a new thing without defects,

- to a reasonable discount from the price of goods,

- to withdraw from the contract.

**20.** The choice made according to article 19 above may only be changed by the client with the contractor's written consent.

**21.** If the client fails to report the defect found in the goods in accordance with the Complaints Procedure, or if they fail to choose the right applied under article 19 above, the client only has the right to the removal of the defect or to a reasonable discount from the price of goods.

**22.** The client's claims related to the quality warranty provided hereunder expire:

(a) in the case of any breach of the client's obligations stated herein, in the GTC or other documents that are an inseparable part of GTC,

(b) upon lapse of the warranty period under article 6 above,

(c) in the case of any damage caused during transport,

(d) in the case of any damage caused to the goods due to a natural disaster, weather conditions or forced damage,

(e) in the case of damage corresponding to normal wear and tear,

(f) in the case of storing the goods by the client in conditions that are not suitable due to temperature, dustiness, humidity, chemical or mechanical impacts with respect to the nature of the product,

(g) in the case of any damage caused to the goods by overloading or using the goods contrary to the product specification, manual for use of the product, manual for maintenance of the product and TT or habitual practice,.

(h) in the case of any damage caused to the goods by non-professional use, operation or neglect of care for the goods,

(i) in the case of subsequent interventions in the goods; this also applies to any removal of hologram that proves the origin of the goods.

**23.** In the case of any mutual agreement that the goods that is subject of the contract made between the client and the contractor is goods of second quality and therefore the parties agreed on a reduced price for the goods, the warranty will not apply to the defects for which the reduced price was agreed.

**24.** The contractor's liability for quality warranties related to the goods is not to be interchanged with the usual lifetime period. The usual lifetime period means the time for which the goods is able to serve its purpose given its proper use, care and proper handling. If the usual lifetime period of the goods is shorter than the warranty period stated in article 6 above, the warranty period expires on the lapse of the usual lifetime period.

**25.** The Complaints Procedure comes into force and becomes effective on 1 May 2016 and replaces the Complaints Procedure of 1 January 2014.