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## **Rules for filing complaints (for contractual relations in accordance with the Commercial Code)**

SERVIS CLIMAX a.s., in compliance with the provision of § 429 and subsequent, § 563 of the Commercial Code and with the General Business Terms and Conditions, issues these Rules for Filing Complaints:

### **Article 1**


#### ***Customer's right to reclaim defective goods***

- 1) Upon selling goods to its customers, SERVIS CLIMAX a.s. is responsible for assuring compliance of the goods or work with technical standards, and guarantees that the goods are of the required quality, quantity and design and have been packaged in the manner specified in the respective contract or in the General Business Terms and Conditions.
- 2) If a defect occurs with the goods which have not been supplied in compliance with the purchase or work contract, the customer is entitled to reclaim such goods.
- 3) ***Complaint Reception Officer*** or another person appointed by this officer shall decide whether the complaint is justified without any undue delay. In exceptional cases, i.e. whenever the execution of a complaint requires that expert opinion is sought (with a material supplier for instance), the Complaint Reception Officer may ask the customer to consent to an extended period.
- 4) If the customer claims a motor or its operation, the seller reserves the right to review the technical conditions of the connection and installation of the product in the place of installation namely before the dismantling of the product. The supplier is entitled to send his/her technician or the product supplier's technician to review the installation. If the supplier is not enabled to review the installation in its place, the supplier is entitled to refuse the claim.
- 5) The complaint must be executed without any undue delay. If there is an agreement on the removal of the defect, the defect can be removed over a longer period upon a mutual agreement between the buyer and seller. If the customer does not feel satisfied with the execution of the complaint by SERVIS CLIMAX a.s., he or she may appeal to the court.
- 6) The supplier does not take over any demands on contingent payments of costs connected with the claim or with a contingent exchange of a defective product unless he or she is bound to do that by an agreement.

### **Article 2**

#### ***Filing a complaint***

- 1) The complaint must be lodged by the customer with the ***Complaint Reception Officer*** in the company's office. A complaint on goods may be lodged by e-mail, telephone or personally at the complaint department during all business hours (see the section of Contacts at [www.climax.cz](http://www.climax.cz)). The customer is required to prove that his or her claim is justified, i.e. to prove both the defect and the data of the purchase of the goods (the price and time of the purchase of the goods; the customer must do so by showing the respective purchase receipt and certificate of guarantee if one was issued). The complaint must be lodged by the customer without an undue delay.

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### **Article 3**

#### ***Guarantee period and period for lodging a complaint***

- 1) A complaint will be acknowledged if:
  - It is lodged within the guarantee period;
  - The conditions set in the product manual, certificate of guarantee or generally known rules for the use of things have been met;
  - The defect was not caused by improper handling on the part of the customer/user or by usual tear and wear;
  - The certificate of guarantee is submitted if it has been issued;
  - The purchase price of the delivered goods or work has been paid off.
  
- 2) The guarantee period is:
  - a) 48 months from the date of the takeover of the goods unless the guarantee conditions of a particular product state a longer period;
  - b) 3 months for a repair or modification of the goods.
  
- 3) The guarantee period begins at the moment the customer (it means the contractor, not a final customer) has taken over the goods. If the delivery and takeover of the goods was not completed due to the customer's insufficient cooperation, the guarantee period begins on the day when the goods or work should have been delivered and taken over.
  
- 4) The guarantee period must not be mistaken for the usual service life of the goods, i.e. the period of time during which the goods, if used properly, may be expected to last due to the properties, purpose and varying intensity of use.
  
- 5) The customer must file a complaint immediately after a defect has been discovered so that the complaint can be considered and settled correctly. Evident defects (e.g. damaged goods) caused by the carrier must be filed within 2 days after the takeover of the goods directly at the carrier's office, or 14 days if the goods have been delivered by the seller's internal delivery service. When lodging a complaint caused by the carrier, it is necessary to leave the goods in the place of unloading including the original packaging, to acquire appropriate documentation of the damage (photographs, video, etc.), or to draw a protocol on the damage with the carrier.
  
- 6) If a complaint is settled by exchanging new goods for defective ones, there is no new guarantee period of the new goods. If a complaint is settled by exchanging new goods for defective ones, the guarantee period does not include the period of time from the lodging of the complaint to the moment the customer is required to take over the new goods. If a complaint is settled by repair, the guarantee period does not include the period of time from the lodging of the complaint to the moment the customer is required to take over the repaired product.

### **Article 4**

#### ***Reparable defects***

- 1) The term of a reparable defect refers to any defect whose repair or removal will not affect the appearance, functionality or quality of a product and the repair can be carried out within a set period of time. The seller is authorized to consider the nature of the defect. The deadline for a removal of a defect may not be longer than 30 calendar days; a longer period must be agreed upon by the seller and buyer.
  
- 2) If the defect is reparable, the customer is entitled to ask for removal of the defect free of charge and in due time, either in the form of repair or replacement (unless inappropriate according to the nature of the defect) of the defective product. If this is not possible, the buyer may ask for an appropriate reduction of the purchase price of the product or may withdraw from the contract.

- 3) If this involves a reparable defect of a used product, the buyer is only entitled to ask for a removal of the defect free of charge and in due time; the seller is required to remove such defect without any undue delay.
- 4) The seller may always replace the defective product with a flawless one instead of removing the defect.
- 5) If the complaint is to be settled by a replacement of the defective product with a good one, the customer must return the defective goods to the seller/manufacturer. If the goods are not returned within 2 months, the customer will be charged the price for the goods in the amount valid at the time of purchase.

#### **Article 5** *Irreparable defects*


- 1) The term of an irreparable defect refers to any defect that cannot be removed within the set period and that prevent the product from being properly used. In the case of an irreparable defect the customer may choose to require:
  - a) Replacement of the product with a new one;
  - b) Termination of the purchase contract and return/refund of the purchase price
- 2) The customer is entitled to use the very same right also in the case of a reparable defect that occurs repeatedly after repair or in the case of a number of defects which prevent the customer from using the product properly. This applies especially to products where an identical defect occurs after two preceding repairs.
- 3) If the defect is irreparable, but does not affect the proper functioning of the product in relation to its purpose, the customer is entitled to ask for an adequate reduction in the purchase price. If the purchase price has changed since the time the customer purchased the defective product, he or she will be offered a reduction in the price valid at the time of purchase.
- 4) If the complaint is to be settled by a replacement of the defective product with a good one, the customer must return the defective goods to the seller/manufacturer. If the goods are not returned within 2 months, the customer will be charged the price for the goods in the amount valid at the time of purchase.

#### **Article 6** *Settling the complaint by offering a reduction in the price*

- 1) It is possible to settle a complaint by offering an adequate reduction in the purchase price upon agreement concluded with the customer. If the product is accompanied by a document of guarantee, the reduction and its justification must be indicated in this document. The reduction may be offered by competent staff of **SERVIS CLIMAX a.s.** If the purchase price has changed since the time the customer purchased the defective product, he or she will be offered a reduction in the price valid at the time of purchase.

#### **Article 7** *Goods sold for reduced prices*

- 1) Products that have defects (defective or used products) that in no way prevent the product from being used for the intended purpose must only be sold at reduced prices.
- 2) The buyer must be informed about the fact that the product has a defect as well as about the nature of the defect. The seller bears no responsibility for these defects to new or used products for which a price reduction has been stipulated.
- 3) If the price has been reduced due to a clearance sale and the product is otherwise flawless, the seller bears full responsibility for any potential defects.

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**Article 8**  
*Settling disputes*

Any disputes arising in relation to a complaint procedure shall be decided by a court of justice with jurisdiction at the site of the seller or manufacturer.

**Article 9**  
*Final provisions*

These Rules for contractual relations concluded in accordance with the Commercial Code shall become effective on 1 January 2011 and replace the Rules effective from 1 February 2010, which thus become void.