

# Complaints Regulations

of TRAIVA s. r. o.

with its registered office at 2911/13b Pohraniční Street, 703 00 Ostrava, Czech Republic,

ID No.: 25380141

VAT No.: CZ 25380141

(hereinafter referred to as "Seller" or "TRAIVA").

## I.

### Introductory provisions

The Buyer's rights arising from defective performance (hereinafter referred to as "claims") must always be exercised in accordance with these Claims Procedure. Matters not covered by these Complaint Rules shall be governed by the law of the Czech Republic. The Seller shall inform the Buyer of this Complaint Procedure in an appropriate manner and shall provide it to the Buyer in text form at the Buyer's request. This Complaints Procedure complies with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "CC"), and Act No. 634/1992 Coll., on Consumer Protection, as amended.

**The seller is not responsible for the defect:**

- if it exists at the time of acceptance and if a discount on the purchase price is agreed for such defect;
- if the defect has been caused by wear and tear caused by normal use, or if it results from the nature of the item (e.g. expiry of its useful life);
- if it is caused by the buyer and has been caused by improper use, storage, improper maintenance, interference by the buyer or mechanical damage;
- if it is caused by an external event beyond the seller's control after the risk of damage to the item has passed.

## II.

### Quality on acceptance

1. Pursuant to Section 2161 of the Civil Code, the Seller shall be liable to the Buyer that the item is free from defects upon acceptance, i.e. that the item:
  - a. corresponds to the agreed description, type, quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
  - b. it is fit for the purpose for which the buyer requires it and to which the seller has agreed; and
  - c. is supplied with the agreed accessories and instructions for use, including instructions for assembly or installation.
2. The Seller shall be liable to the Buyer that, in addition to the agreed features:
  - a. the item is suitable for the purpose for which an item of this kind is normally used,

including with regard to the rights of third parties, legislation, technical standards or codes of conduct of the industry, if there are no technical standards;

b. the thing corresponds in quantity, quality and other characteristics, including liveliness, functionality, compatibility and safety, to the usual characteristics of things of the same kind which the buyer may reasonably expect, including in the light of public statements made by the seller or by another person in the same contractual chain, in particular advertising;

c. the item is supplied with such accessories, including packaging, assembly instructions and other instructions for use, as the buyer may reasonably expect;

This paragraph does not apply if the seller has specifically advised the buyer prior to the conclusion of the contract that a certain characteristic of the item is different and the buyer has expressly agreed to this when concluding the contract.

3. If the object of purchase is an item with digital characteristics, the seller shall ensure that the agreed updates of digital content or digital content services are provided to the buyer.

If a defect manifests itself within one year of acceptance, the item and/or service shall be deemed to have already been defective upon acceptance.

### III.

#### **Time limit for exercising rights arising from defective performance**

1. The buyer may complain about a defect that becomes apparent within 2 years of acceptance. In the case of second-hand goods, the time limit for exercising the rights of defective performance may be reduced to 1 year; such reduction of the time limit shall be indicated by the seller in the certificate of obligations under defective performance or on the sales note. After the expiry of the time limit, the defect right may not be exercised against the seller unless the parties agree otherwise or the seller or the manufacturer provides a special guarantee of quality in excess of its legal obligations.
2. If the object of the purchase is an item with digital characteristics and if, according to the contract, the digital content or the digital content service is to be provided continuously for a certain period of time, the buyer may complain of a defect that appears or manifests itself in the digital content within two years of acceptance. If the performance is to be carried out for a period of more than two years, the purchaser shall have the right to claim a defect which appears or manifests itself within that period.
3. The court shall grant the buyer the right to claim the defect even if the defect was not discovered without undue delay after the buyer could have discovered it with sufficient care. However, the seller shall not be liable for any increase in the extent of the damage if the buyer uses the goods although he is aware of the defect. If the buyer has rightfully pointed out the defect to the seller, the time limit for exercising rights under the defective performance does not run for the period during which the buyer cannot use it.
4. The Buyer acknowledges that in the event of a replacement of the goods in the context of the settlement of a claim, a new period for exercising rights under the defective performance does not run.

5. The time limit for exercising rights under defects cannot be considered as a determination of the lifetime of the goods, which varies with regard to the characteristics of the product, its maintenance and the correctness and intensity of use or the agreement between the buyer and the seller.
6. Consumer protection cannot be applied between entrepreneurs in the sale of goods in a shop if there is an obvious connection with their business when the contract is concluded. However, this does not mean that the seller is not liable for defects.
7. A product purchased by a trader from a trader is not covered by the traditional 24-month warranty. The seller is only legally liable for defects that the product has at the time of acceptance, even if these do not become apparent until after acceptance.
8. A business buyer (unlike a consumer) is obliged to inspect the goods without delay and to point out any defects (which can be detected by inspection) without undue delay.
9. However, a guarantee of quality may be contracted, or it may result from the guarantee certificate or the marked durability or shelf life on the product packaging.

## IV.

### Rights from defective performance

1. If the item has a defect, the buyer may demand its removal. At his option, he may demand the delivery of a new item without defect or the repair of the item, unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the other; this shall be assessed in particular with regard to the significance of the defect, the value that the item would have had without the defect, and whether the defect can be remedied by the second method without considerable difficulty for the buyer.
2. The seller may refuse to remedy the defect if it is impossible or unreasonably costly to do so, having regard in particular to the significance of the defect and the value which the thing would have had without the defect.
3. The buyer may demand a reasonable discount or withdraw from the contract if
  - a) the seller refused to remove the defect or failed to remove it in accordance with § 2170, par. 1 and 2 OZ,
  - b) the defect appears repeatedly,
  - c) the defect is a material breach of contract, or
  - d) it is apparent from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without substantial hardship to the buyer.
4. A reasonable discount is determined as the difference between the value of the item without defect and the defective item received by the buyer.
5. The buyer may not withdraw from the contract if the defect is insignificant; the defect shall be deemed not to be insignificant.
6. If the buyer withdraws from the contract, the seller shall refund the purchase price to the buyer without undue delay after he has received the item or after the buyer has proved to him that he has sent the item.

## V. Exercise of the claim

1. The Buyer shall complain about the defect by email, in writing or in person at the Seller's premises. If the Buyer complains about the defect in writing or electronically, he should provide his contact details, a description of the defect and a request for the method of handling the complaint. Sample Claim Form (Claim Form).
2. The Seller shall ensure the presence of an employee authorized to receive complaints during all operating hours. The complaint may also be lodged with the person designated in the certificate issued by the Seller to the Buyer, on the receipt or on the warranty card, if the designated person is at the Seller's location or at a location closer to the Buyer.
3. When making a claim, the Buyer is obliged to inform the Seller which right (method of claim settlement) he has chosen. Changing the choice without the consent of the Seller is not possible. The goods should be packed in suitable packaging to prevent damage, clean and complete when transported. Special packing of goods for transport, especially by cleaning filling systems, filters, etc. (if this can be done without breaking the protective elements) applies to goods which may spill, leak or otherwise mix different types of goods.
4. The seller shall take over the item at his own expense to remove the defect. The Seller shall not be liable if the Buyer has used the product contrary to the instructions for use, i.e. it has been used for purposes other than those for which it is intended. The buyer is obliged to prove that he is entitled to make a claim, in particular to prove the date of purchase, either by presenting a sales receipt, confirmation of the seller's obligations under the defective performance warranty certificate, or in another credible way. The buyer shall not be entitled to claim for a defect which has been complained of in the past, provided that a reasonable discount on the purchase price has been granted.
5. If the exercise of the right to claim for defects would cause considerable difficulties for the consumer, in particular because the item cannot be transported to the place of claim in the usual way or because the goods are mounted or part of the property, the seller shall assess the defect in agreement with the buyer either on the spot or in another appropriate way. In such a case, the Buyer shall provide the Seller with the necessary assistance.

## VI. Complaint handling

1. The complaint, including the removal of the defect, must be settled and the consumer must be informed of this within 30 days of the date of the complaint, unless the seller and the consumer agree on a longer period. After this period has expired, the consumer may withdraw from the contract or demand a reasonable discount. If the last day of the period falls on a Saturday, Sunday or public holiday, the last day of the period shall be the next working day.
2. The Seller is obliged to issue a written confirmation to the Buyer, in which he shall indicate the date and place of the claim, the characteristics of the defect complained of, the method of

handling the claim requested by the Buyer and the manner in which the Buyer will be informed of its handling.

3. The seller is obliged to confirm in writing to the buyer the method of handling the claim and the duration of the claim. The Buyer shall not be entitled to change the method of handling the complaint once chosen without the Seller's consent, except in situations where the chosen method of handling cannot be implemented at all or in time.

4. The Buyer is obliged to take possession of the claimed goods within 30 days from the date on which the Buyer has been informed of the settlement of the claim; upon expiry of this period, the Seller is entitled to charge a reasonable storage fee or to sell the goods on its own account to the Buyer. The seller must notify the buyer of this procedure in advance and give the buyer a reasonable additional period of time to take delivery of the goods.

## **VII.**

### **Claim and dispute resolution costs**

1. If the complaint is deemed justified, the buyer is entitled to reimbursement of the costs reasonably incurred in exercising his right.

2. If the Seller rejects the claim as unjustified, the Buyer, or if agreed by the parties, the Seller, may turn to a forensic expert in the field and request an independent professional assessment of the defect.

3. If there is no agreement between the buyer and the seller, the buyer - consumer may turn to the Czech Trade Inspection Authority, which is competent for the out-of-court settlement of consumer disputes arising from a purchase contract or a contract for the provision of services. Further information is available on the website [www.coi.cz](http://www.coi.cz). Alternative dispute resolution can also be initiated through the ODR platform available on the [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/) website. Disputes between the seller and the buyer are dealt with by the ordinary courts.

4. If a protective film or glass is applied to the device and it is damaged during the service intervention, no compensation will be provided as it is consumable.

This Complaints Procedure is effective from 1 January 2024.