

Complaint Procedure Rules of the company SECO Příbram spol. s r.o.

1 Basic Provisions

- 1.1. These Complaint Procedure Rules regulate the process of raising and processing the complaints about the deliveries of Goods of the company SECO Příbram spol. s r.o., with registered office at 292 Plynárenská, Příbram I, VAT No. CZ25096087, (hereinafter referred to as Supplier). The Complaint Procedure Rules shall be applied, unless the contracting parties agree in writing in the Contract or in the confirmation of order acceptance otherwise.

2 Definition of Terms

- 2.1. In these Complaint Procedure Rules, the following terms shall have the meaning respectively set opposite them:
- 2.1.1. "Contract" : a Frame Agreement, a Partial Contract, a Contract of Purchase or a Contract for Work.
 - 2.1.2. "Goods" : a movable thing that shall be, as an object of the Contract, delivered to the Customer.
 - 2.1.3. "Supplier" : the seller according to the Contract of Purchase or contractor according to the Contract for Work.
 - 2.1.4. "Customer" : the purchaser according to the Contract of Purchase or the purchaser according to the Contract for Work.
 - 2.1.5. "Material" : the things that shall be delivered by the Customer to the Supplier for order fulfilment.

3 Guarantee

- 3.1. The guarantee is applied to the Goods that was bought from the Supplier and the complaint about which was raised within guarantee period.
- 3.2. The Supplier grants to the Customer a twelve-month guarantee for the Goods and a six-month guarantee for spare parts. For the third parties' products/goods delivered by the Supplier, the Supplier guarantees in accordance with the guarantee conditions of such third parties.
- 3.3. The guarantee period commences to run at transfer of the risk of damage to the Goods or at agreed time of takeover of the goods in the event of retention of the goods by the Supplier by reason of Customer's default of payment.
- 3.4. A defect that was identified or appeared within the guarantee period shall be treated by the Supplier, at its own costs, by application of any of the following options at its own discretion: removal of the defect or delivery of new goods free of defects.

4 Non-Applicability of Guarantee

- 4.1. The guarantee is not applicable to the defects arisen for the following grounds:
- 4.1.1. by an inadequate transport method or inadequate protection of goods from weather and climatic conditions at transport, by an inadequate storage before installation of the goods. If the implementing technical documentation does not mention the working conditions, it is assumed that the goods shall be transported, stored and assembled in normal working conditions according to provision of Art. 6.1 standard ČSN EN 60439-1 ed.2. (corresponding to IEC 60439-1:1999) and contamination degree 1 according to Art. 6.1.2.3 of the same standard.
 - 4.1.2. by unprofessional assembly, incorrect external connection, incorrect operation or inconsiderate manipulation of the goods.
 - 4.1.3. by use and installation that are in contradiction with instructions of Supplier and its subcontractors.
 - 4.1.4. by damage arisen due to an elemental disaster, impact of weather conditions or damage by violence.
 - 4.1.5. by operation of the goods in other working conditions than those mentioned in the implementing technical documentation. If the implementing technical documentation does not mention the working conditions, it is assumed that the goods shall be operated in normal working conditions according to the provision of Art. 6.1 standard ČSN EN 60439-1 ed.2. (corresponding to IEC 60439-1:1999) and contamination degree 1 according to Art. 6.1.2.3 of the same standard.
 - 4.1.6. if the claimed defect is not proven.
 - 4.1.7. by normal wear and tear at use of the thing.
 - 4.1.8. by application of powder paints to the compatible Customer's Material containing traces of corrosion.
 - 4.1.9. by application of powder paints, when according to the standard ČSN EN ISO 4628-1 the values 2, 1 or 0 are reached as for both the quantity of defects and the size of the defects.
 - 4.1.10. In such cases, the Supplier has the right to charge to the Customer the costs related to the complaint procedure (price for the replacement goods, price for the repair, costs of freight, costs of localisation of the defect etc.)
- 4.2. The guarantee is not applied to any material delivered by the Supplier and to the construction solutions used by the Customer and to the resulting safety and functionality of the products. If the Customer uses the delivered products/goods for further processing, it is assumed that the Customer has thoroughly inspected them using professional diligence and found out that they are in order. The rights of the Customer to claim the compensation for the damage caused after the further processing of the delivered product/goods (e.g. its incorporation into a higher complex) are excluded.
- 4.3. The guarantee is not applicable to apparent defects (especially the quality of the surface, corrosion and apparent deformations), if they have not been mentioned by the Customer in the delivery note or if they have not been claimed in



writing at the latest within one working day from the takeover of the Goods; if the Customer does not do so, it is assumed that the Goods did not have any apparent defects at takeover.

5 Procedure of Complaint Raising and Processing

- 5.1. The Customer is obliged provably to report the defect of the Goods without undue delay after identifying it.
- 5.2. In the complaint report, the Customer has to mention:
 - 5.2.1. its ID, address, firm name, connection and contact to contact persons
 - 5.2.2. manufacturing Nr. of the goods, delivery note Nr. as for the goods that is subject to the complaint,
 - 5.2.3. description of the claimed defect and other facts relevant for considering the complaint.
- 5.3. The method of the complaint processing shall be chosen by Supplier on the basis of the complaint report of the Customer.
- 5.4. If the Customer gives the Goods back to the Supplier, the Goods must be packed so that no damage can occur, marked and the Customer shall enclose a copy of the complaint note. The Customer shall send the Goods to the Supplier at the Customer's own costs and risk.
- 5.5. The Supplier shall confirm to the Customer in writing the acceptance of the complaint and shall issue, without undue delay, the statement as to whether it regards the complaint as well-grounded. If the Supplier acknowledges the complaint as well-grounded, it shall propose to the Customer the method of its processing.

6 Complaint about Goods damaged at Transport

- 6.1. At takeover of a consignment of the Goods from a carrier the Customer is obliged in presence of the carrier to check the condition of the delivered Goods.
- 6.2. The consignment of the Goods apparently damaged at transport can be refused by the Customer to take over or, if only the packing is damaged, it can be taken over by the Customer. Anyway, it is obliged to mention this fact in the delivery note and to execute a report with the carrier about the damage of the consignment. On the basis thereof then in the event of damage of the contents of the consignment, the carrier shall process the complaint.
- 6.3. The fact that the Goods were damaged at transport or that the consignment was not taken over shall be reported by the Customer to the Supplier without undue delay and the method of complaint solution shall be agreed between them.
- 6.4. Goods damaged at transport shall be stored by the Customer so that any other damage is avoided.

7 Complaint about Incorrect Delivery of Goods

- 7.1. The Goods delivered to the Customer in contradiction with the order shall be replaced at the Supplier's costs only on condition that they are given back in undamaged original packing.
- 7.2. The complaint shall be delivered by the Customer to the Supplier in writing at the latest within ten working days of takeover of the Goods and the Goods shall be given back by it according to the instructions of the Supplier.

8 Incorrect Order of Goods

- 8.1. The delivery of the Goods based on an incorrect order of the Customer cannot be subject to any complaint. The Supplier can, upon request of the Customer, take over the incorrectly ordered standard goods back under the following conditions:
 - 8.1.1. the Customer delivers the request to give the goods back at the latest within five working days of the takeover of the Goods;
 - 8.1.2. the total price for the incorrect ordered goods makes at least 100 EUR;
 - 8.1.3. the Goods must be packed in undamaged and still unopened original packing;
 - 8.1.4. the Customer confirms in writing the Supplier's offer to give the Goods back at the price set by the Supplier;
 - 8.1.5. the Customer gives at its own costs the goods back according to the Supplier's instructions to the address specified by it.

9 Closing Provisions

- 9.1. Any disputes that may arise in connection with the complaint shall be solved amicably. Should no amicable agreement be reached, the Parties shall refer the dispute to the locally and factually competent according to the registered place of business of the Supplier. The Complaint Procedure Rules shall be governed by the laws of the Czech Republic. All other legal relations that are not solved by these Complaint Procedure Rules shall be regulated by the relevant provisions of the Commercial Code as amended. Application of the Vienna Convention on contracts for the international sale of goods is excluded.
- 9.2. These Complaint Procedure Rules shall come into effect on 11 March 2010. The Supplier reserves the right to change these Complaint Procedure Rules. Older versions, which are hereby superseded, are available upon demand from the Supplier