

Complaints Procedure for Legal Entities

These Complaints Procedure for Legal Entities (hereinafter referred to as the “**Complaints Procedure**”) regulates the method and the terms and conditions of complaints in relation to defects in goods and services purchased or ordered by a legal entity (hereinafter also referred to as the “**Customer**”) from the company:

SINTEX, a.s.

Company ID: 25298496

Tax Id. No.: CZ699000748

Registration: B 1856, kept with the Regional Court of Hradec Králové

Service address: Moravská 1078, 560 02 Česká Třebová

Phone number: 465 569 960

Contact e-mail address: info@sintex.cz

Web address: www.sintex.cz

(hereinafter referred to as “**Entrepreneur**”)

Entrepreneur’s Liability for Defects

1. Defect definition

1.1. The Entrepreneur is responsible for ensuring that the goods or service are not defective upon receipt.

- This means that particularly the following applies for the goods delivered:

The goods shall be supplied in the agreed quantity; correspond to the quality and design that have been agreed by and between the Entrepreneur and the Customer or to the agreed reference sample or template, or to the purpose apparent from the contract;

A situation in which the Entrepreneur delivers goods other than those agreed by and between the Entrepreneur and the Customer shall also be considered a defect of the goods; the goods delivered must not have any legal defects, it means that no third party has any property rights to the goods and the goods are equipped with the documents necessary for the proper use of the goods.

- This means that particularly the following applies for the services rendered:

The services rendered shall correspond to the description given on the Entrepreneur’s website or the specification in the order; they shall last for the agreed period; and they shall have the characteristics agreed by and between the Entrepreneur and the Customer.

1.2. The Entrepreneur does not provide any guarantee for quality, unless otherwise expressly agreed in writing by and between the contracting parties.

1.3. The difference between the actual colour shades and those on electronic display devices or printed business materials cannot be considered a defect of the goods.

2. Customer's rights from defective performance

2.1. The Customer is obliged to check the goods delivered or services rendered as soon as possible after they were delivered, but no later than 7 days after the delivery of the goods or services. The Customer shall not have any rights from a defective performance, if they failed to report the defect, which could be detected on the basis of an inspection carried out according to the previous sentence, within 3 days from the expiration of the period according to the previous sentence. If the defect is a hidden one, the same applies if the defect was not

reported without undue delay after the Buyer could recognize it with sufficient care, but no later than six months after the delivery.

2.2. If the defect is a material breach of the contract, the Customer has the following rights from the defective performance:

- a) rectification of the defect by delivery of a new, non-defective item or by delivery of a missing item;
- b) elimination of the defect by repairing the defective item;
- c) repeated rendering of a non-defective service, if it is technically possible, provided the notification of the defect took place within the deadlines specified in section 2.1 above;
- d) a reasonable discount on the purchase price; or

2.3. If the defect represents a minor breach of the contract, the Customer may require:

- a) rectification of the defect or new rendering of the service; or
- b) a reasonable discount on the purchase price.

2.4. The Customer is entitled to propose the choice of the method of resolving the complaint to the Entrepreneur when notifying the defect, but the Entrepreneur decides on the method of resolving the complaint.

2.5. If the Customer considers the defect to be a material breach of the contract, they are obliged to prove it to the Entrepreneur.

The Customer acknowledges that until they exercise their right to a discount on the purchase price or withdraw from the contract, the Entrepreneur is entitled to deliver the missing goods or re-provide the service or eliminate the legal defect (especially to deliver the missing documents).

2.6. If the Customer fails to notify the Entrepreneur of the defect of the goods or service in due time, they lose the right to withdraw from the contract. Early notification means a maximum of 3 days from the manifestation of the defect.

2.7. An exchange of goods or withdrawal from the contract cannot be requested if the Customer cannot return the goods in the condition in which they were received. This does not apply if:

- a) the condition of the goods has changed as a result of the inspection to detect a defect;
- b) the Customer used the goods before the defect was discovered;

3. Impossibility of exercising rights from defective performance

3.1 The Customer is not entitled to the rights from the defective performance if they knew about the defect before taking over the goods or providing the service or caused the defect themselves.

3.2. The Customer does not have the rights from defective performance, if it is a defect, which they already had to know with due care when concluding the contract.

3.3. Claims from liability for defects do not apply to:

wear and tear of the goods caused by their normal use; goods delivered at a lower price – only in relation to the defect for which the lower price was agreed; or if it follows from the nature of the goods or service provided; goods which have undergone further processing, including cutting and processing for the production of ready-to-wear items.

4. The Customer is not entitled to reimbursement of the costs of filing the complaint, including the costs of returning the goods to the Entrepreneur for the purpose of claiming a defective performance, postage or costs of proving a defect (e.g. an expert opinions, etc.).

5. Complaint procedure

5.1. The Customer is obliged to file a complaint with the Entrepreneur without undue delay after the detection of the defect within the time limits pursuant to Article 2 of this Complaints Procedure. The contact address of the Entrepreneur in the header of this Complaint Procedure serves as a contact point for the receipt of the goods returned.

5.2. Binding procedure for complaints:

For faster settlement, the Customer may inform the Entrepreneur of the complaint in advance by telephone, email or in writing;

The Customer is obliged to inform the Entrepreneur of the right from the defective performance they have chosen, to describe the defect and/or to describe how it manifests itself;

The Customer will deliver the claimed defective goods to the Entrepreneur (using other method of delivery than cash on delivery, which the Entrepreneur shall not accept); the Customer is obliged to pack the goods for the purpose of their returning to the Entrepreneur in a suitable package so as to prevent their damage or destruction;

The Customer attaches to the goods a proof of delivery of the goods or a tax document – an invoice, if issued, or another document proving the delivery of goods and a completed complaint report, which can be downloaded from the company's website.

5.3. The moment of enforcement of claim is the moment when the claimed goods are delivered to the Entrepreneur or the defect of the provided service was communicated in writing including the provision of documents to prove the defect to the address of the Entrepreneur's registered office.

5.4. The Entrepreneur excludes the use of any business practices in the complaint procedure, including telephone, and email communication.

This Complaints Procedure is valid and effective from 1 January 2022 and is governed by the valid and effective legal order of the Czech Republic and forms an integral part of the General Business Terms and Conditions of Sintex, a.s.