

## Rules of Procedure for Complaints

### I. General Provisions

These Rules of Procedure for Complaints are an integral part of the General Terms and Conditions of the Seller, **imeon s.r.o.**, IČ: 242 72 612, with its registered office at 182 00 Prague 8 - Libeň, Na štěpnici 1650/29, entered in the Commercial Register kept by the Prague Municipal Court in Section C, File No. 199356; they describe how to proceed when making a complaint concerning goods purchased from the Seller.

The Buyer, who may be a Commercial Buyer or a Consumer, must familiarize themselves with the Rules of Procedure for Complaints and with the T&C before they place any orders. By entering into the purchase contract and/or accepting goods from the Seller, the Buyer agrees with these Rules of Procedure for Complaints. The definition of terms contained herein takes preference over the definitions in the T&C. Terms not defined herein are to be construed in line with the definition given in the T&C. If a given term is not defined even in the T&C, then it shall be construed in the meaning applied by current law. In the case of Commercial Buyers, goods are deemed accepted upon their handover to the Buyer or, as the case may be, the first Shipper. If the Buyer is a Consumer, goods are accepted as of the moment in which the Consumer takes over the goods from the Seller or from the shipper.

The Seller issues a purchase certificate (invoice) for each purchased item which serves as a warranty certificate (the "Warranty Certificate"), containing all information required under the law for invoking the warranty (i.e., in particular, the designation of the goods, the warranty period, price, quantity, serial number).

Upon the Buyer's request, the Seller will provide a warranty in writing (Warranty Certificate). This Warranty Certificate shall state the Seller's business name, identification number, and registered office (headquarters). However, where the circumstances allow, standard procedure is for the Seller to issue a purchase certificate to the Buyer in lieu of a separate Warranty Certificate which will contain the above-mentioned particulars.

In those cases in which the character of the provided warranty makes this appear necessary, the Seller shall explain the content of the provided warranty in a transparent manner, and specify its scope, the terms of warranty, the warranty period, and the manner in which warranty claims are to be made, in the Warranty Certificate. The Seller shall also state in the Warranty Certificate that the warranty is without prejudice to the Buyer's rights pertaining to the purchase of goods.

### II. Warranty Period

The warranty period principally commences as at the day on which the Buyer accepts and takes over the goods; this date is marked in the Warranty Certificate.

In the case of consumer goods, the statutory warranty period for consumers is 24 months, subject to a longer warranty period set forth in a special law. The Seller may extend this statutory warranty period. The length of the warranty period is always specified in the Warranty Certificate. The warranty period will be extended by any period during which the goods have been subject to a

pending complaint. The rights from liability for defects of the goods covered by the warranty period expire if they are not exercised during the warranty period.

If the Buyer is a Consumer, then complaints raised during the statutory warranty period are governed by the Civil Code (Act No. 40/1964 Coll., as amended) and the Consumer Protection Act (Act No. 634/1992 Coll., as amended), taking into account further specifications made in these Rules of Procedure for Complaints. During the extended warranty period, complaints are governed exclusively by these Rules of Procedure for Complaints.

### **III. Terms of Warranty**

I. Buyers who do not qualify as Consumers must (and Buyers who are Consumers are strongly advised to) check the state of the given consignment immediately upon delivery in a joint act of inspection together with the shipper (i.e., a check of the condition and number of packages, of the integrity of the packaging straps bearing the corporate logo, and of damage to cardboard boxes) against the included bill of delivery. The Buyer may refuse acceptance of a consignment which does not conform to the purchase contract e.g. because it is incomplete or damaged. If the Buyer accepts such a damaged consignment, the damage must specified in the handover protocol of the shipper.

II. Prompt notice of any incomplete or damaged consignments must be given via e-mail to sales@sentineltailors.com, and the survey report (certificate of damage) must be sent to the Seller via e-mail or regular mail without delay. A belated complaint about an incomplete or outwardly damaged consignment does not deprive the Buyer of their right to complain, but allows the Seller to demonstrate that its performance has not been in conflict with the purchase contract.

III. Complaints must be raised at the above-mentioned headquarters of the Seller.

IV. The Buyer may send in defective goods to the address of the Seller's headquarters for the purposes of the complaints procedure, using a forwarding agent. The goods in question must be thoroughly secured against damage during such transport, and the package ought to be visibly labeled "REKLAMACE" (i.e., COMPLAINT) and include the goods concerned (including complete accessories); we recommend enclosing a copy of the purchase certificate, a detailed description of the defect, and additional contact details for the Buyer (i.e., in particular, a return address and phone number). Without these particulars, it will not be possible to determine the origin of the goods, or the defects from which they may suffer. Consumers as Buyers are also advised to follow this procedure, unless they are able to prove (and submit evidence for) the said facts in another way. We also recommend choosing at this stage your preferred method of settling the complaint (see further below).

V. The Buyer provides proof of the active warranty by presenting the purchase certificate (and if the goods have already been the subject of a complaint in the past, also the complaint certificate. The acquisition title (i.e., the purchase certificate or the complaint certificate, as the case may be) must state the same serial number as can be found on the product itself (provided that the product comes with a serial number). Consumers as Buyers are also advised to follow this procedure, unless they are able to prove (and submit evidence for) the said facts in another way.

VI. The Seller does not guarantee full compatibility of the goods sold with other components which were not approved by the Seller and whose functionality was not expressly requested by the Buyer in the written order.

VII. **The warranty does not extend to defects** caused by improper use of consumables, or to the damage incurred as a consequence hereof, unless such use is customary. The warranty also does not extend to defects caused by incorrect operation, unprofessional or inadequate handling, use in conflict with the manual, or damage due to the effects of unprofessional or inadequate handling. The warranty also does not apply to the functionality of goods which are used under conditions different from the laboratory conditions under which the goods should have the advertised qualities.

VIII. The Seller provides no warranty for the functionality (use value) of the goods if the goods are used under conditions which are different from the lab conditions under which the goods should have the advertised qualities. The Seller accepts no liability for problems (if any) caused by the limited functionality of goods because of the fact that the goods are used in conditions other than the laboratory conditions.

IX. Tampering with any part of the product, i.e., in particular, the protective panels and/or logo and/or serial number exposes the Buyer to the risk that their complaint will be dismissed, unless the damage occurred in the course of standard use.

Further, the warranty does not extend to damage caused by the following (assuming that the given activity does not constitute customary use but at the same time is not prohibited in the user manual enclosed with the goods):

- a. mechanical or chemical damage to the product,
- b. use of the product under non-laboratory conditions which do not conform to the operating environment prescribed by the distributor or manufacturer in terms of temperature, dust formation, humidity, chemical or mechanical forces,
- c. unprofessional installation, handling, operation, or neglect of necessary care and maintenance,
- d. excessive stress or use in violation of the conditions set out in the manual, or in conflict with the general use principles,
- e. unauthorized interference with the product or change of its parameters (i.e., any repair or modification which is unrelated to standard maintenance),
- f. the product was in any way modified by the Buyer or a third party, if the defect occurred as a consequence of such modifications,
- g. elemental forces of nature, or acts of god.

This restriction does not apply if the characteristics of the given goods which do not match the above criteria were expressly agreed or insisted upon between the Buyer and the Seller, disclosed as such by the Seller, or to be expected given the way in which the goods were advertised or are typically being used.

X. Goods which were returned for the purposes of the complaint procedure will only be tested for the defect stated by the Buyer (in the complaint form or in an enclosed letter describing the defect). We recommend specifying the defect in writing.

XI. If the technician determines that the root cause of the given problems is not the product which has been made the subject matter of the complaint, but incorrect handling of the same,

or if the buyer or a third party damaged the goods, then the complaint shall be dismissed. If the client agrees with the offer of repair versus payment, then such repairwork shall be billed as per the understanding of the parties. Prior to paid repairwork, the Buyer will be informed of the price, scope, and duration. Paid repairwork always presupposes the Buyer's explicit consent, given after they received the information set out in the preceding sentence.

XII. The Seller may refuse to accept goods for the purposes of a complaint procedure if they and/ or their parts are dirty or otherwise do not meet the basic criteria for a handover that is safe under hygienic aspects (unless the degree to which the given goods are dirty is typical and to be expected).

#### **IV. Handling Complaints**

##### **If the Buyer is a Consumer:**

Compliance with the purchase contract

If the Buyer is a Consumer and if the goods, upon take-over by the Buyer, are not in compliance with the purchase contract ("non-compliance"), then the Buyer may demand that the Seller restore the given item such that it is in a condition which conforms to the purchase contract, and do so free of charge and promptly, and either in the form of a replacement or of repair, depending on the demands of the Buyer. If no such procedure is possible, then the Buyer may demand a reasonable discount or withdraw from the contract. This does not apply if the Buyer knew of the conflict with the purchase agreement prior to accepting the item, or if they themselves brought the conflict into being. A conflict with the purchase contract which manifests itself within six months from the day of takeover is deemed to have existed already at the time of takeover, unless the nature of the item suggests otherwise or unless the opposite has been proven.

'Compliance with the purchase contract' means, in particular, that the sold item has the quality and the use characteristics called for in the contract, described by the Seller, the manufacturer, or their representative, or expected based on the advertisement of the latter, or, as the case may be, customary quality and use value for this kind of item; further, that the sold item conforms to the statutory requirements, is sold in the requisite quantities, dimensions, or mass, and reflects the stated purpose as designated by the Seller for use of the item (or, failing that, the customary purpose of use).

If the Buyer is a Consumer, then they have the following rights in invoking the statutory product warranty, depending on the nature of the defect:

- if the defect is remediable: the right to proper and timely removal of the defect, free of charge; the right to replacement of the defective goods (or components thereof), unless where this is inadequate in the light of the nature of the defect. Where this procedure is infeasible, the Consumer is entitled to a reasonable discount on the purchase price or to withdrawal from the purchase contract,
- if the defect is irremediable and prevents proper use of the goods: the right to replacement

of the defective goods or to withdrawal from the purchase contract, whereas the Consumer also enjoys these rights if the defect is principally remediable but the Consumer was unable to properly use the item due to the recurring nature of the defect after the item has been repaired, or because it suffers from a larger number of different defects. 'Recurring defects' are deemed present if the same defect, preventing proper use, recurs after having been removed at least twice. 'Larger number of defects' means that the item suffers from at least three concurrent defects preventing proper use,

- in the case of other irremediable defects (and unless the Consumer demands replacement), the Consumer is entitled to a reasonable discount on the purchase price or on withdrawal from the purchase contract.

The choice of the manner in which the complaint is to be addressed lies with the Buyer. The Seller may bring to the Buyer's attention that their choice is not suitable and propose a different, suitable procedure (this applies especially to those cases in which the Buyer has called for a method available for remediable defects but the Seller subsequently finds that the defect is in fact irremediable). Unless the Consumer makes their choice of the manner in which the complaint is to be addressed within a reasonable time period granted by the Seller, the Seller shall make this choice.

If a discount is granted, then the defect cannot be invoked again at a later time.

If the Buyer is a Consumer, then the Seller shall decide on the complaint immediately after receiving back the goods, and within three business days for complex cases. This time period does not include an adequate amount of time needed (depending on the type of product or service) for an expert assessment of the defect. The Seller shall resolve the complaint (including removal of the defect) immediately upon receiving the goods, and in any case no later than within 30 days from the moment in which the complaint was made. Upon consultation of the Consumer, the 30-day period may be extended, but such extension must not be for an indefinite or excessive amount of time. Once this period has lapsed, the defect of the item is deemed to have actually existed, and the Consumer then has the same rights as if the defect had been irremediable. This time period is not binding in the case of a Commercial Buyer, whose relation with the Seller is governed by the Commercial Code.

The Seller shall provide the Buyer/Consumer with written confirmation (possibly via e-mail) of the fact that a complaint was brought against them, of its contents, and of the chosen method for resolving the complaint; this confirmation must be e-mailed promptly upon receipt of the complaint (and thus will be handed over on the spot in the case of a complaint that was brought in person). The said confirmation must also confirm the date on which the complaint was addressed, and in what manner, including a confirmation on repairwork performed, and on how long the complaint was pending, or, as the case may be, the justification behind the dismissal of a given complaint.

**If the Buyer is a Commercial Buyer:**

In the case of a remediable defect, the goods will be repaired. If repair is infeasible and the nature of the defect does not prevent standard use, the Seller and the Buyer may agree on a reasonable

discount on the price of the goods. If a discount is granted, then the defect cannot be invoked again at a later time.

If the defect cannot be removed and prevents proper use of the item as if it were free from defects, then the Seller is entitled to offer a replacement in the form of a product with the same or similar use characteristics, or else issues a credit note.

I. After the legitimate complaint has been answered, the warranty period shall be extended by the amount of time for which the complaint was pending. In the case of a groundless complaint, the warranty period will not be extended. If the complaint was resolved during the statutory warranty period by replacing the goods with new goods, then the entire warranty period begins anew as of the date on which the complaint was settled. The period during which a complaint is pending is calculated as lasting from the day following the day on which the complaint is brought against the Seller until the day on which the complaint has been settled (i.e., the day on which the Buyer became obliged to take back the goods). The client will be notified of the completion of the complaint procedure via e-mail, to the address which the client specified at the time of the purchase.

II. After the complaint has been answered (i.e., after the complaint procedure has been completed), the Seller shall notify the Buyer either over the phone, via SMS, or via e-mail. If the goods were sent using a forwarding agent, the goods shall automatically be sent to the Buyer's address upon completing the complaint procedure

III. If goods that were the subject matter of a complaint are not being picked up within one month from the moment in which the complaint procedure should have been completed (or, if it was completed only later, within one month from the notice of completion) – that is to say, usually within 60 days from the day on which a complaint is being submitted – the Seller is entitled under Sec. 656 of the Civil Code to charge a storage fee before it surrenders the goods.

IV. When the goods are released after the complaint has been answered, the Buyer must present the document based upon which the complaint procedure for the given item was initiated, and prove their identity by presenting ID or a valid passport.

In making their complaint, the Buyer must also take into account that under Sec. 619 (2) of the Civil Code, the warranty does not apply to standard wear and tear and thus must not be confused with the useful life of the product. The useful life of a given product is an expression of how prone it is to wear and tear when used in a customary way. If you use (not: own) the goods for longer than their standard useful life, then there is a probability that arising defects are attributable to standard wear and tear (though it cannot be ruled out that a given defect is in fact covered by the warranty). In its justification for the dismissal of a complaint, the Seller shall always specify whether the defect was caused by standard wear and tear.

The Seller shall always specify the above-mentioned standard useful life, also in its offers for products; otherwise, it may not appeal to this useful life span in defending itself against complaints.

## **V. Final Provisions**

These Rules of Procedure for Complaints have come into force on 1.10. 2012 and replace and supersede all previous complaint procedures. They are available for inspection at the Seller's headquarters, and are also posted as a web document at [www.sentineltailors.com](http://www.sentineltailors.com).