



Complaints Rules

applied on the sale and purchase of goods

of the company REFRASIL s.r.o.

with registered seat at Průmyslová 720, Kanská, 739 61 Třinec

ID No. 483 95 862

Article 1 Introductory provisions

The buyer's rights from defective performance (hereinafter referred to as "complaints") must always be exercised in accordance with these Complaint Rules. Matters not regulated by these Complaints Rules are governed by the laws of the Czech Republic, in particular by the Act No. 89/2012 Coll., the Civil Code, in case that the buyer is a consumer, by the Act No. 634/1992 Coll., on consumer protection.

Article 2 Deadline for exercising of rights

1. The seller is obliged to deliver the goods in the agreed quantity (weight), quality and design according to the technical specifications specified in the contract, in the technical conditions or specified in another document agreed by the parties.
It is not a defect of performance and the goods are considered properly delivered if the quantity (weight) or quality of the delivered goods corresponds to the permissible tolerance deviation resulting from the contract, General Terms and Conditions of Sale of Products (hereinafter "GTC"), technical conditions, applicable standards or other generally binding regulations.
2. The buyer is obliged to inspect the goods and make sure of its properties and quantity immediately after the delivery.
3. The seller provides the buyer with a guarantee for the quality of the goods for a period of 12 months from the date of delivery of the goods, unless the contract stipulates a different length of warranty period, or unless the contract stipulates the warranty period has not been agreed at all.
4. Defects of the goods, which can be detected during the inspection upon the take over (obvious defects), delivery of other than agreed goods, as well as quantity defects, must be notified by the buyer to the seller no later than ten (10) days from the date of delivery of the goods.
5. The buyer is obliged to notify the seller of other defects of the goods immediately after their discovery, but no later than the end of the agreed warranty period.
In the event that a warranty period has not been agreed, other defects of the goods must be claimed by the buyer immediately after their discovery, no later than one (1) month from the date of delivery of the goods.

Article 3

Filing a complaint by the buyer

1. All claims for defects in goods must be in writing (by e-mail or via the data box) and must contain the identification data of the claimed goods (product identification label, contract number or order confirmation, delivery date, transport document number, invoice number, delivery note number), description identified defects with evidence of defects - especially detailed photo documentation of specific defects, or comparative photo documentation of defective and non-defective piece of goods, sending a sample of defective-claimed product, independent assessment of defect goods.
Quantitative claims must be substantiated by a supporting document (weighing slip) from an independent entity.
2. Defects of the goods can be remedied in the following ways:
 - (i) granting a discount on the price of the goods; or
 - (ii) the performance of a new non-defective goods under the originally agreed conditions; or
 - (iii) delivery of missing goods; or
 - (iv) elimination of defects within the agreed period,especially with regard to the maximum efficiency and economy of the complaint.
2. If the contract is breached in a material way, the buyer shall inform the seller which right he has chosen, upon notification of the defect, or without undue delay after notification of the defect. The buyer cannot change the choice made without the consent of the seller; this does not apply if the buyer has requested the repair of a defect which proves to be irreparable. In the event of a minor breach of contract, the choice of how to eliminate the defect is up to the seller.
3. Until the buyer exercises the right to a discount on the purchase price or withdraws from the contract, the seller may deliver what is missing or eliminate the legal defect. Other defects can be removed by the seller of his choice by repairing the item or delivering a new item.
4. If the seller does not eliminate the defects within the agreed period or the seller notifies the buyer that he will not eliminate the defects, the buyer may request a reasonable discount from the purchase price instead of removing the defect or may withdraw from the contract and return the claimed goods to the seller immediately.
5. The buyer is obliged to allow the seller an access to the claimed goods in order to verify the validity of the complaint.
6. The buyer is obliged to ensure separate storage of the claimed goods, until the day of settlement of the complaint. Free disposal of the goods, which would make the complaint procedure more difficult or impossible, is inadmissible without the prior consent of the seller.

Article 4
The procedure for handling complaints by the seller

1. Immediately after receiving the complaint of the buyer, the seller is obliged to initiate the investigation of the complaint so that no later than 30 days from the date of receipt of the complaint, the seller informs the buyer of his conclusion on the complaint.
2. In the event of a justified complaint about the goods, the seller is obliged to provide a discount of the price of the goods or to make a new non-defective goods under the originally agreed conditions or to remove or deliver the missing quantity of goods within the agreed period.
3. In the event of a justified complaint about the goods, the seller is according to the seller's choice, or according to the choice of the buyer obliged to provide a discount of the price of the goods or to make a new non-defective goods under the originally agreed conditions or to remove or deliver the missing quantity of goods within the agreed period.
4. If the buyer violates the above obligations and also does not allow the seller to be convinced of the existence of a defect, does not allow to the seller access to the goods, does not provide the seller at his request with samples of the claimed goods, or does not provide sufficient evidence within the period specified by the seller in his statement on the complaint to enable the seller to quantify a reasonable discount from the purchase price; these facts cause the loss of the buyer's claim for defects in the delivered goods.
5. The buyer's claims for defects in the goods expire if the buyer does not report the defects within the agreed deadlines and in the agreed manner.
6. A claim for a defect in the goods does not entitle the buyer to suspend (withhold) payment of the purchase price of the goods or to refuse to accept another delivery of goods.

Article 5
Exclusion of liability for defects of the seller

1. The seller is not liable for defects in the goods in the following cases:
 - the defect in the goods arose due to wear and tear caused by normal use, or if it results from the nature of the goods (e.g. the end of life),
 - the defect was caused by incorrect or inappropriate use of the goods which is contrary to the purpose of the contract or contrary to the documentation relating to the goods,
 - the defect is caused by incorrect or inappropriate storage (especially in outdoor uncovered areas, in damp areas, etc.), incorrect maintenance, third party intervention or mechanical damage,
 - the defect arose as a result of an external event beyond the control of the seller, in particular due to atmospheric influences - hydration of the goods, mechanical damage to the goods,
 - a defect caused by damage to the goods after the risk of damage to the goods has passed on to the buyer, in particular during improper transport or handling,
 - if there is a defect in the goods at the time of receipt and a discount on the purchase price has been agreed for such a defect,
 - defects in the goods which occurred during its use after the expiry of the warranty, if the warranty is agreed,
 - obvious or quantitative defects which the buyer has not complained of in accordance with the

provisions of Article 2, paragraph 5 of these Complaints Rules.

Article 5
Costs of the complaint

1. If the complaint is recognized as justified, the buyer has the right to reimbursement of expediently incurred costs associated with the exercise of his right. The buyer is obliged to duly document all costs expediently incurred in this way. The amount of these costs may not exceed the value of the purchase price of the delivered goods.
2. In the event that the seller rejects the complaint as unjustified, the buyer, or in agreement with the seller both parties, may turn to a forensic expert in the particular field and request the processing of an independent expert assessment of the defect.

Article 7
Contractual quality guarantee

1. If the seller has provided a quality guarantee beyond its legal obligations, its application is governed by these Complaints Rules, unless the confirmation of the seller's obligations from defective performance (warranty card) or the contract provides otherwise.

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