

# Warranty Claim Code of Jihostroj a.s. for Entrepreneurs, Legal Persons, and Consumers

## I. General Provisions

1. The operator of the website [jihostroj.com](http://jihostroj.com) and the provider of goods and services within its business activity (hereinafter referred to as the “**Seller**”) is:

Jihostroj a.s.

Company Identification No.: 466 78 212

Tax Identification No.: CZ46678212

Budějovická 148

382 32 Velešín

incorporated in the Companies Register kept by the Regional Court in České Budějovice, Section C, Insert 502

Responsible person: Ing. Kamila Hanzalová, e-mail: [salesHD@jihostroj.cz](mailto:salesHD@jihostroj.cz), phone No.: 380 340 724

2. The rights and obligations of the Parties resulting from the defect liability (hereinafter referred to as the “**Warranty Claim**”) are governed by the applicable legislation; especially by the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), and by the Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter referred to as the “**Consumer Protection Act**”).
3. In this context, the Buyer may be:
  - a. Consumer in compliance with Section 419 of the Civil Code and Section 2 (1) a) of the Consumer Protection Act (hereinafter referred to as the “**Consumer**”);
  - b. Entrepreneur in compliance with Section 429 of the Civil Code. For purpose of GBTC, entrepreneur means a person performing a gainful activity in a trade or similar manner, at his/her own account and liability, with the intention to perform it continuously to gain a profit within his/her business activity, provided that the entrepreneur specifies his/her Company Identification No. in the order (hereinafter referred to as the “**Entrepreneur**”),
  - c. Legal person in compliance with Section 118 et seq. of the Civil Code. A legal person is an organized unit which is identified by law as having legal personality or whose legal personality is recognized by law. A legal person may have the rights and obligations being in compliance with its legal nature, regardless the subject matter of its business activity (hereinafter referred to as the “**Entrepreneur**”).

4. By concluding a Purchase Agreement, the Buyer expresses its consent to the General Business Terms and Conditions (hereinafter referred to as “GBTC”) which include the Warranty Claim Code, and confirms to have properly acquainted with the Warranty Claim Code.
5. Herewith the Seller informs properly the Buyer of the scope, conditions and method of applying a Warranty Claim, including the information where and how the Warranty Claim may be applied.

## **II. Seller´s Defect Liability**

1. In compliance with Section 2161 of the Civil Code, the Seller is responsible to the Buyer for the fact the goods do not have any defects upon the takeover. At the moment when the Buyer takes over the goods, the Seller is especially responsible to the Buyer for the following facts:
  - a. Goods have the characteristics agreed by the Parties, and if the characteristics are not agreed the goods have the characteristics which the Seller or a manufacturer described and which the Buyer expected with respect to the nature of goods and based on the realized advertisement;
  - b. Goods are suitable for the purpose which has been defined by the Seller or which the goods of this type are usually used for;
  - c. The quality or design of goods corresponds to the agreed sample or template if the quality or design has been determined according to the agreed sample or template;
  - d. Goods are supplied in the corresponding quantity, volume or weight; and
  - e. Goods comply with the legal requirements.
2. The Seller shall add a tax document to the goods purchased, whereas the tax document is used to apply the Warranty Claim.

## **III. Warranty Period**

1. The Buyer is entitled to apply the Warranty Claim incurred on the goods purchased within 24 months or until 3.000 operating hours are reached, whichever occurs first (hereinafter referred to as the “Warranty Period”).
2. The Warranty Period commences upon the takeover of the goods by the Buyer.
3. If the Buyer´s Warranty Claim is justified, the Warranty Period shall be extended by a period when the Buyer may not use the defective goods.
4. If the Buyer does not apply the Warranty Claim within the specified period, its rights from defective performance shall extinguish.

#### IV.

#### Applying a Warranty Claim

1. The Buyer is obliged to apply the Warranty Claim without undue delay after the defect is found out.
2. The Buyer applies the rights from defect liability, i.e. right to repair of goods, right to exchange of goods or their part, right to a reasonable discount, and right to withdraw from the Purchase Agreement (refund of money), at the Seller, postal address:

**Jihostroj a.s.**

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Budějovická 148

382 32 Velešín

Eventually at the electronic address: [salesHD@jihostroj.cz](mailto:salesHD@jihostroj.cz)

3. The Seller ensures the receipt of Warranty Claims only by means of a courier services provider at the Seller's address specified in the previous paragraph.
4. The Buyer sends the goods in a suitable packaging which corresponds to the nature and characteristics of the claimed goods so that the goods are sufficiently protected during transport to the Seller.
5. When sending the goods by using a courier services provider, the handover of the consignment shall not be conditioned by payment of cash on delivery. The Seller reserves a right to refuse the takeover of such consignment.
6. The consignment with the claimed goods shall contain:
  - a. Complete packaging of the claimed goods;
  - b. Copy of the proof of purchase;
  - c. Detailed defect description;
  - d. Buyer's contact data which is necessary to settle the Warranty Claim (name, surname, address, e-mail, phone No.);
  - e. Required method of Warranty Claim settlement (repair, exchange, discount, completion of the missing items, withdrawal from the Purchase Agreement) - the Buyer may not change the selected option without the Seller's consent; it shall not apply if the Buyer asked for repair of the defect which shows to be irreparable.
7. The Seller shall issue to the Buyer a written confirmation of the applied Warranty Claim (Warranty Claim Protocol) and send it electronically to the Buyer's e-mail address, whereas the confirmation shall contain:

- a. Seller's identification;
  - b. Buyer's identification;
  - c. Identification of goods;
  - d. Defect description;
  - e. Date when the Warranty Claim was applied by the Buyer;
  - f. What method of Warranty Claim settlement is required by the Buyer.
8. A written confirmation of the applied Warranty Claim is used only as a proof of Warranty Claim acceptance.
9. Within the Warranty Claim procedure the Seller shall assess the claimed goods in a condition in which they have been received from the Buyer.
10. Within the applied Warranty Claim the Seller shall assess only the defect/defects specified by the Buyer in the Warranty Claim - therefore, the Seller requires the detailed defect description.
11. After the Warranty Claim procedure is terminated, the Seller shall add the following data to the Buyer's written confirmation:
  - a. Date and method of Warranty Claim settlement;
  - b. Confirmation of the method of Warranty Claim settlement and its duration;
  - c. Eventually written justification of Warranty Claim rejection.

## **V. Rights from Defective Performance**

1. If the item does not have the parameters set forth in Section 2161, the Buyer may require also delivery of a new item without any defects unless it is unreasonable with respect to the nature of defect; if the defect affects only a part of the item, the Buyer may require only exchange of such part; if the exchange is not possible, the Buyer may withdraw from the Agreement. If it is unreasonable with respect to the nature of defect, especially if the defect may be eliminated without undue delay, the Buyer has a right to the defect elimination free of charge.
2. The Buyer has a right for delivery of a new item or for exchange of a part even in case of a removable defect if the item may not be used properly due to the repeated occurrence of defect after its repair or due to a higher number of defects. In such case the Buyer has also a right to withdraw from the Agreement.
3. If the Buyer does not withdraw from the Agreement or if the Buyer does not apply the right for delivery of a new item without any defects, for exchange of its part or for repair, the Buyer may require a reasonable discount. The Buyer has a right to a reasonable discount even in case the Seller is not able to deliver a new item without any defects, exchange its part or repair it, as well as in case the Seller does not remedy the situation within a reasonable period or if the remedy would cause significant problems to the Consumer.
4. A person having the right under Section 1923 of the Civil Code is also entitled to reimbursement of the costs reasonably incurred in applying this right. However, if he/she fails to apply the right to compensation within one month after expiry of the period

for claiming the defect, a court shall not grant that right if the Seller invokes late application of the right to compensation.

5. The rights from defective performance do not apply especially to cases when the defect or damage is caused by:
  - a. Ordinary wear and tear, caused by usage of the goods;
  - b. Unprofessional installation, manipulation, service or neglected maintenance;
  - c. Mechanical damage;
  - d. Unpermitted interferences with the goods and adjustments of goods made by the Buyer if the defect is caused by such interference or adjustment;
  - e. Removal or damage of a seal if the goods are sealed;
  - f. Overvoltage;
  - g. Damage by natural disasters or force majeure;
  - h. Incorrect usage;
  - i. Usage in conflict with the service manual;
  - j. Usage in conflict with generally known rules of usage;
  - k. Usage under conditions which do not correspond as regards temperature, dustiness, humidity, chemical and mechanical effects of the environment being determined directly by a manufacturer or resulting unambiguously from the nature of goods;
  - l. Falsification of documents - tax document shows evidence of changes made or if the goods contain different serial number than specified in the tax document.

## **VI.**

### **Warranty Claim Settlement**

1. The Seller or an employee authorized by the Seller is obliged to decide on the Warranty Claim immediately, in more difficult cases within 3 working days, and settle the Warranty Claim latest within 30 days after it is applied, unless the Seller and the Consumer agree upon a longer period. (Section 19 (3) of the Consumer Protection Act). Vain elapse of this period is considered as a significant breach of the Agreement. A period of 30 days is not binding for the Entrepreneur.
2. The Buyer is obliged to provide the Seller with all the necessary collaboration to verify the existence of the claimed defect and to eliminate it.
3. After the Warranty Claim is settled, the Seller informs the Buyer via e-mail of the Warranty Claim settlement and its result; at the same time the Seller informs the Buyer of the delivery method of goods or of the provision of another performance.
4. After the Warranty Claim is settled, the Seller issues a written confirmation to the Buyer in compliance with Article IV (11).
5. After the Warranty Claim is settled, the claimed goods shall be sent to the Buyer's address via a courier services provided. If the Buyer requires the goods to be sent to a different address than stated in the Warranty Claim Protocol, the Buyer is obliged to notify the Seller of this fact in a sufficient manner.

6. If the Buyer is a Consumer, the Buyer is entitled to payment of the reasonably incurred costs to apply the Warranty Claim whereas these costs are understood as the lowest possible costs. They include mainly the postal charges for shipment of the claimed goods. Mainly the costs for travelling by car to apply the Warranty Claim, express shipment of goods by a courier services provider and other similar costs do not have to be considered as reasonably incurred costs. The Buyer is obliged to ask the Seller for refund of these costs without undue delay, latest within one month after expiry of the period to apply the rights from defective performance.
7. The Buyer undertakes to take over the claimed goods from the forwarder.
  - a. The Buyer shall be informed of the delivery date.
  - b. If the Buyer is not reached at the time of delivery, the Buyer may pick up the claimed goods in compliance with the forwarder's call for pickup. If the Buyer does not manage to take over the goods within the additionally stipulated period, the claimed goods shall be returned back to the Seller. If the Buyer asks for repeated shipment of the claimed goods, the Buyer shall bear the costs associated with the repeated delivery of goods.
  - c. The consignment containing the claimed goods, not taken over by the Buyer, shall be returned to the Seller and stored. If the Buyer does not show any interest in the repeated delivery of goods within the settled Warranty Claim within 6 months after the Warranty Claim is settled, the Seller reserves a right to sell or liquidate the goods. In case the goods, which have not been picked up, are sold, the Seller shall pay the Buyer the yield from the sales, after the Buyer applies a claim. The Seller is entitled to set off unilaterally the costs incurred in connection with the sales of goods (e.g. price for repair, storage of goods, costs associated with the sales of goods and other justified claims).

## **VII.**

### **Inspection of Goods**

1. In connection with the settled Warranty Claim the Seller undertakes to deliver the claimed goods back to the Buyer and the Buyer undertakes to take over the claimed goods.
2. The Seller delivers the goods only by means of courier services providers.
3. Upon the takeover of the claimed goods from the forwarder, the Buyer is obliged to inspect the integrity of packaging and in case of any defects announce this fact immediately to the forwarder. In case it is found out the packaging is damaged, which shows evidence of unauthorized intrusion into the consignment, the Buyer is not obliged to take over the consignment from the forwarder. If the Buyer takes over the consignment from the forwarder, the Buyer does so with a reservation and specifies the type of damage in the forwarder's handover certificate. This does not affect the Buyer's rights from defect liability and other rights resulting from the applicable legislation.
4. The Buyer who took over the consignment with a reservation announces this fact without undue delay to the Seller at the address: [eshop@jihostroj.cz](mailto:eshop@jihostroj.cz) and attaches the handover certificate of the forwarder; we recommend to attach also the photo documentation of damage or intrusion into the packaging (not necessary).

5. The Buyer undertakes to inspect the conformity of claimed goods with the Warranty Claim Protocol on a day of their takeover - the Buyer inspects especially the completeness of goods and the fact whether the packaging contains everything it should contain. Any later objections shall not be taken into account.
6. Any breach of the obligation under Clause 3, 4 and 5 of this Article is considered as a significant breach of the Agreement by the Buyer. In case the goods are taken over by the Buyer and the Seller is not notified of any defect without undue delay, it shall be deemed the Agreement has been performed in a proper and timely manner.

## **VIII.**

### **Final Provisions**

1. The Buyer's rights imposed by the law are not affected by this Warranty Claim Code.