



**GS TECHNIK spol. s r. o.**  
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## COMPLAINTS PROCEDURE

### 1. General Provisions

- 1.1. This Complaints Procedure of GS Technik spol. s r.o., company registration number: 466 79 294, with the registered office at Jistebnice - Orlov 15, post code 39133, (hereinafter referred to as the "Seller") is used to ensure the correct procedure in the application and settlement of claims of defective goods delivered by the Seller and shall always be sued if the Buyer exercises the right from defective performance for the goods delivered against the Seller. Similarly, this Complaints Procedure shall be used for services provided by the Seller to the Buyer.
- 1.2. The Buyer is obliged to become familiar with the Complaints Procedure before concluding the purchase contract with the Seller. With the conclusion of the purchase contract the Buyer express its consent to be bound by that Complaints Procedure.
- 1.3. This Complaints Procedure is integral part of the General Terms and Conditions of the Seller (hereinafter referred to as the "GTC").
- 1.4. This Complaints Procedure has been prepared in accordance with Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"). Matters not related to the complaints process and not covered by this Complaints Procedure shall be governed by the relevant provisions of the GTC and the Civil Code.

### 2. Defects of Goods

- 2.1. The Seller is obliged to deliver the Goods to the Buyer in the agreed quantity, quality and design.
- 2.2. If the contract or any other written document does not contain any arrangement regarding the quality or design, the Seller will be obliged to deliver to the Buyer Goods usable for the purpose arising from the contract or, as appropriate, for the purpose for which similar goods are usually purchased.
- 2.3. If the Seller is obliged under the contract to deliver to the Buyer Goods according to an agreed sample or pattern, the Goods delivered by the Seller must correspond to the agreed sample or pattern.
- 2.4. The Seller is obliged to pack the Goods in the agreed manner; if no manner is agreed, then in a manner sufficient for their transport.
- 2.5. The Buyer is obliged to inspect and check the Goods as soon as possible after the passage of the risk of damage to the Goods, if possible, and ascertain their quantity and properties. If the Seller provides transport of the Goods, the Buyer may postpone the inspection until the Goods are delivered to the point of destination.
- 2.6. If the Goods do not have the properties set out in the previous paragraphs of this Article, they are defective. Delivery of Goods other than those agreed as well as flaws in the documents that the Buyer necessarily needs to dispose of and use the Goods is also deemed defective Goods.
- 2.7. The Seller declares that the Goods delivered by it do not have any legal defects.

### 3. Right from Defective Performance

- 3.1. The Buyer is entitled to assert the Right from Defective Performance through a claim if the defect to the Goods existed at the time of passage of the risk of damage to the Goods, even if manifested later. If a defect to the Goods arises after the passage of the risk of damage to the Goods, the Buyer is not entitled to assert the Right from Defective Performance against the Seller.
- 3.2. The Right of the Buyer from Defective Performance cannot be asserted in respect of defects in quality and functionality of the Goods delivered by the Buyer (material, technology, controls, etc.) that the Seller has included in the ordered Goods at the request of the Buyer.
- 3.3. The Buyer is required to notify the Seller of any defect without undue delay after it could detect it with a timely inspection and sufficient care; otherwise, the claim from Defective Performance will not be admitted to the Buyer.
- 3.4. In the event of a defect resulting from an incomplete delivery, delivery of Goods other than those ordered or delivery of a different quantity of the Goods the Buyer is required to notify the Seller of such defects immediately after the acceptance of the Goods, on the same working day. Any later claim will not be considered.

- 3.5. In the event of a defect resulting from improper quality or design of the Goods the Buyer is required to notify the Seller thereof without undue delay after the acceptance of the Goods, however, not more than 7 working days from the acceptance or, as appropriate, provision of services by the Seller. The Seller is not obliged to consider any defects claimed later.
- 3.6. The liability for defects does not apply to defects caused by improper transport or assembly or installation of the Goods (unless they are provided by the Seller) and defects caused by improper use, storage, use of improper or defective software or making an unqualified intervention and a change in parameters. The Right from Defective Performance cannot further be asserted due to defects corresponding to normal wear or that have been caused by a use of the Goods other than the usual use.

#### **4. Complaints Conditions**

- 4.1. The Buyer is required to assert the Right from Defective Performance, i.e. claim the Goods, in writing to the email of the Seller [info@gstechnik.cz](mailto:info@gstechnik.cz) or through a letter sent to the Seller at the address of its headquarters. If the Buyer wants to assert the Right from Defective Performance by phone, the phone call must always be followed by an email or a letter. Complaints proceedings are commenced upon the delivery of an email or letter by which the Buyer notifies the Seller of the detected defects.
- 4.2. If a visible defect caused by transport of the Goods by the carrier is detected, the Buyer is required to claim the Goods with the carrier, not with the Seller.
- 4.3. In the complaint email or letter according to paragraph 1 of the same Article, the Buyer is required to properly specify the Goods and define the defects of the Goods and attach copies of documents certifying the Right of the Buyer from Defective Performance and other related documents (invoice, delivery note, handover report, assembly or installation record or similar relevant documents to assess the complaints and demonstrate the existing defects). The Seller is required to confirm in writing the acceptance of the complaint letter or email to the return address in 7 working days from its receipt; the Seller will give the complaint settlement method in it.
- 4.4. The Seller is entitled to settle a complaint at its discretion, either by modifying, repairing or replacing the Goods or, as appropriate, by providing a reasonable discount on the purchase price corresponding to the extent and nature of the resulting defect.
- 4.5. The Buyer is required to provide the Seller with all the assistance necessary for the proper settlement of a complaint, in particular, notify the Seller in time, completely and accurately of facts relevant to settle the complaint and – if beneficial for the facilitation of settling a complaint by the Seller - the Buyer will deliver audio-visual materials (photos, short videos) together with a notice of detected defects.
- 4.6. The Seller is entitled to inspect the complained Goods to check the claimed defects, however, not later than in 1 month from the receipt of a complaint letter or email. The Seller is required to duly notify the Buyer of inspecting the Goods in at least 5 working days before the inspection. The Buyer is required to enable such inspection.
- 4.7. The Seller is required to settle a claim not later than one month from the inspection according to the previous paragraph or, as appropriate, in 1 month from the confirmation of receipt of a complaint letter according to paragraph 3 of the same Article. The complaint proceedings are deemed closed by settling the complaint. If the nature of removal of a complained defect is difficult and time demanding, the Seller reserves the right to extend the time of complaint proceedings to 60 days.
- 4.8. If the Seller finds out that a defect cannot be removed by a repair or that a repair would bring unreasonably high costs for the Seller, the Seller reserves the right to change the method of settling the complaint. The Seller will notify the Buyer of the decision to change the method of settling the complaint in writing by email or a letter sent to the known address of the Buyer in three working days. If the Seller does not settle the complaint in the term set out according to the previous paragraph, the Buyer is entitled to require a reasonable discount on the purchase price or withdraw from the contract.
- 4.9. The Seller is not required to meet the costs incurred by the Buyer in connection with the assertion of the Right from Defective Performance, in particular the costs connected with assembly and disassembly of the Goods, unless they only apply to the delivered Goods (e.g. goods integrated in a unit of the Buyer). If a defect is removed by delivery of new Goods, the Buyer is required to return to the Seller the originally delivered Goods. The Seller is not liable for any damage or lost profit arisen as a result of or in connection with Defective Performance.

#### **5. Final Provisions**

- 5.1. This Complaints Procedure becomes valid and takes effect from 1 September 2015. The valid wording of the Complaints Procedure is available in the headquarters of the Seller and published on the website of the Seller at <http://www.gstechnik.cz/about>.
- 5.2. If any provision of this Complaints Procedure is in conflict with the law and therefore becomes invalid, other provisions of the Complaints Procedure will not be affected as a result and will continue to apply. If any provision of the Complaints Procedure is invalid, a provision of the Civil Code closest to that provision in terms of the meaning will be used to replace it.