

COMPLAINT PROCEDURE

of FAVEX, s.r.o. with registered office in Prague, Slezská 2210/128, Company ID No.: 49972367, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 65218.

FAVEX, s.r.o. shall be liable for the fact that the goods have, at the time of the transfer of the risk of damage to the goods, the characteristics corresponding to the characteristics specified in the contract or, alternatively, by law. If the goods do not have these characteristics, the buyer is entitled to the rights arising from defects in the goods and FAVEX, s.r.o. is liable for defects in the goods.

FAVEX, s.r.o. shall not be liable for defects of which the buyer knew or should have known at the time of conclusion of a purchase agreement, which were brought to the attention of FAVEX, s.r.o. before the conclusion of a purchase agreement, which arose after the transfer of the risk of damage to the goods by external events or which were caused by the buyer.

The buyer is obliged to claim defects of the goods at FAVEX, s.r.o. in writing by means of a complaint letter. The complaint letter shall contain a reference to the relevant purchase agreement and delivery note relating to the goods complained of, the characteristics of the defects and their manifestations, as well as a proposal for the manner of settlement of the complaint. The existence and manifestation of defects shall be substantiated by a written opinion of a third party with professional competence.

The buyer's claims for delivery of defective goods shall be extinguished if they are not submitted to FAVEX, s.r.o. in writing under the conditions stated above and if the following conditions are not met at the same time:

a/ the buyer is obliged to claim quantitative and obvious defects at the place of acceptance of the goods in the delivery note and subsequently in writing at FAVEX, s.r.o. no later than two working days from the date of acceptance of the goods;

b/ the buyer is obliged to complain about hidden defects immediately after their discovery, but no later than 24 months from the date of receipt of the goods;

c/ the buyer is obliged to store the claimed goods separately from other goods until the claim is settled, not to handle them in any way (except for the necessary care) and to allow FAVEX, s.r.o. or its authorized person to inspect the goods and verify the accuracy of the claim.

FAVEX, s.r.o. is obliged to notify the buyer within five working days after receipt of the complaint letter whether it accepts the complaint or for what reasons it rejects it. In the case of acceptance of the complaint, FAVEX, s.r.o. shall also state in the notification whether it requires the return of the claimed goods or agrees to their disposal. In the case of the need for a professional expert assessment of the complaint by the state examination laboratory, the time limit for the statement is extended to thirty days.

The complaint must be settled without undue delay, no later than within 30 days from the date of receipt of the complaint letter by FAVEX, s.r.o. The time limit for notification of acceptance or rejection of the claim, as well as the time limit for processing the claim, is automatically extended by the time it takes to process the claim with the supplier of FAVEX, s.r.o. or directly with the manufacturer of the goods. In the case of commissioning a professional assessment of the claimed defects by FAVEX, s.r.o., the time limit for notification of acceptance or rejection of the claim as well as the time limit for processing the claim shall be extended by the time necessary for the preparation of the relevant professional assessment. During the period of complaint resolution by FAVEX, s.r.o., the company is obliged to inform the buyer about the status and progress of the complaint procedure at any time upon request.

If the claim is justified and timely filed, it is at the discretion of FAVEX, s.r.o. whether it will repair the defective goods (in the case of removable defects) or whether it will replace the defective goods with faultless ones or provide a discount in the form of a credit note (in the case of non-removable defects).

No other guarantees and obligations are assumed by FAVEX, s.r.o. except if otherwise agreed in the purchase agreement. The buyer shall not be entitled to any other claims for defects of the goods other than those mentioned above.