



UNION LESNÍ BRÁNA, a.s.

Novosedlická 248, Pozorka; 417 03 Dubí

Information line: +420 417 800 111

Companies Register Reference Number: B 56, KS Ústí nad Labem

Internet: www.rotaflex.cz

Complaints Policy

of UNION LESNÍ BRÁNA, a.s.

I. Preamble

1. The *Complaints Policy* has been issued by UNION LESNÍ BRÁNA, a.s., with its registered office at Novosedlická 248, Pozorka, 417 03 Dubí, ID No.: 14864606, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section B, Entry 46 (hereinafter referred to as the "Seller"), to resolve the rights accruing to the Buyer in particular under the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") and Act No. 634/1992 Coll., on consumer protection, as amended, in particular the rights and duties under defect liability (Sections 2099 to 2112 of the Civil Code) and under the warranty provided by the Seller for the quality of the goods sold (Sections 2113 to 2117 of the Civil Code), unless the Seller and the Buyer have agreed to deviate from the aforementioned laws under a specific valid *framework purchase contract*. If the Seller and the Buyer have expressly included in the *framework purchase contract* such arrangements governing the settlement of claims under defective performance and the Seller's liability for the quality of the goods sold that derogate from this *Complaints Policy*, the relevant arrangements of the *framework purchase contract* shall apply as a matter of priority.
2. This *Complaints Policy* is an integral part of the *Terms and Conditions* issued by the Seller.
3. The Buyer is required to familiarise themselves with the contents of the *Complaints Policy* and the contents of the *Terms and Conditions* before entering into a purchase contract with the Seller. The Buyer acknowledges that they are required to provide the Seller with the necessary cooperation required for the settlement of any complaint. If the Buyer fails to provide cooperation, the time limits for resolving the complaint may be extended by the Seller for the period of time during which the cooperation was not provided.
4. The Seller is required to make this *Complaints Policy* available to the Buyer in a suitable manner before the conclusion of the *framework purchase contract* or any ordinary *purchase contract*. If the Seller fails to comply with the above duty, the defect liability cases shall be resolved by applying the relevant provisions of the Civil Code (see above) without reservation.
5. The Seller shall not be liable for any defects the goods already exhibited at the time of acceptance and a discount on the purchase price was agreed between the Seller and the Buyer in response to such defect, for defects that have been caused by the Buyer and by improper use, storage, improper maintenance, intervention of the Buyer or mechanical damage to the goods, and for defects that have been caused by an event beyond the control, activity or inactivity of the Seller.

II. Warranty conditions and warranty period

1. When selecting goods, it is imperative that the Buyer make sure that the chosen product exactly matches their needs or the needs of their customer. Before purchasing a product, the Buyer shall take into account the purpose of use, design, material composition, other characteristics of the goods, the manner of handling and appropriate storage. Appropriate choice of goods in terms of their purpose of use intended by the Buyer is a prerequisite for the fulfilment of the utility value and purpose of the use of the goods. The Seller is required to provide the Buyer with the necessary information.
2. When using the purchased goods, the customer must pay sufficient attention to the basic rules of use of the goods, of which the Seller has informed them beforehand (see the relevant provisions of the *Terms and Conditions*). All factors adversely affecting the full functionality and service life of the product must be considered, such as: improper storage and handling of the goods or their use for improper purposes. An improperly selected type of goods, incorrect size of the goods, their width, length, weight, etc., does not constitute grounds for a subsequent complaint. Also, a defect caused by

unprofessional handling of or unprofessional interference with the goods does not constitute grounds for a complaint.

3. The warranty period commences on the date of receipt of the goods by the Buyer (end consumer) and its length is generally set at 24 months for all products supplied by the Seller.

III. General complaint conditions

1. If a defect occurs in the purchased goods during the warranty period, the Seller has the right to claim the defect.
2. The warranty only covers manufacturing defects, material defects or cases of incompleteness. It does not cover cases of regular wear and tear of the product. Any change in the condition of the product that has occurred during the warranty period as a result of wear and tear, due to improper interference or installation, insufficient care when handling the goods or improper storage will not constitute a defect.
3. The Buyer may request that the goods be replaced with faultless goods or demand a reasonable discount on the purchase price of the goods.
4. The complaint will be settled without undue delay, and in any event within 30 days of its application with the Seller. If this does not happen, the Buyer shall have the right to withdraw from the contract. The Seller is required to inform the Buyer of the settlement of the complaint in writing without undue delay; in particular, the Seller is required to inform the Buyer of the outcome of the complaint procedure (acceptance or rejection of the complaint). If the complaint is settled positively, i.e., if the defect is to be removed through the replacement delivery of defect-free goods, the Buyer is required to take the goods back within 30 days from the date of the Seller's notification that they can do so. If the Buyer does not collect the goods within the specified time limit, the Seller shall be entitled to payment of the storage fee at its usual amount.

IV. Place and method of filing a complaint

1. Complaints can be filed with the Seller in writing at the address specified in Article I of the *Complaints Policy* or by e-mail with the Seller's sales representative or head of the sales department (jelen@rotaflex.cz, maternova@rotaflex.cz).
2. The Buyer is required to attach the documents (copies) they received with the goods, e.g., invoice, fiscal or sales receipt and especially labels of the defective goods.
3. The Seller undertakes to inform the Buyer of the receipt of the complaint within three business days of receipt of the complaint. The Seller is required to issue the Buyer a written or e-mail notice of when the customer exercised the right, what the content of the complaint is and what method of handling the complaint the customer demands, and also communicate the date and method of handling of the complaint, or written grounds for rejecting the complaint.
4. If the exercise of a defect liability claim involves considerable difficulty for the Buyer, especially because the item cannot be transported to the place of filing the claim in the usual way or it involves goods that have already been used for its purpose (assembled or became part of property), the Seller shall assess the defect in agreement with the Buyer either at the place where the goods are located or in another way. In any case, the Buyer is required to provide the Seller with the necessary cooperation.

V. Time limits for filing complaints

1. A defect liability claim must be exercised within the warranty period. It is imperative that a complaint be lodged without undue delay, and in any event immediately after the Buyer has discovered the defect or the defect has become apparent. Any delay and continued use of the goods may cause the defect to deteriorate and the goods to lose their value and may be grounds for rejecting the complaint.
2. The time between exercising a defect liability claim and the time Buyer was required to take over the goods is not included in the warranty period. If a complaint procedure results in the replacement of the claimed goods, the warranty period starts again from the receipt of the new goods.



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3. The warranty period must not be confused with the service life of the goods, i.e., the period of time during which the goods, given their characteristics, purpose and intensity of use, can last with proper use and care, including maintenance.

VI. Liability for the quality of sold goods

1. The Seller is required to sell to the Buyer goods that comply with the provisions of Section 2161 of the Civil Code, i.e., goods must:
 - be free from defects upon acceptance by the Buyer,
 - display the characteristics agreed between the parties and, in the absence of an agreement, they must display the characteristics described by the Seller to the Buyer or expected by the Buyer in view of the nature of the goods and on the basis of the Seller's advertising,
 - be fit for the purpose which the Seller states for its use or for which a thing of that kind is usually used,
 - be in the appropriate quantity, measure or weight,
 - comply with the requirements of legislation and technical standards.
2. If the goods upon receipt by the Buyer do not comply with any of the requirements set out (in paragraph 1 of this provision), the Buyer shall be entitled to delivery of new defect-free goods unless this is unreasonable due to the nature of the item. If the goods cannot be replaced with defect-free goods, the Buyer has the right to withdraw from the contract.
3. If the Buyer does not withdraw from the contract or does not exercise their right to delivery of new, defect-free goods, they may demand a reasonable discount on the purchase price.
4. The Buyer is also entitled to a reasonable discount if the Seller cannot deliver new, defect-free goods and if the Seller fails to remove the defect within a reasonable time or if the removal would cause significant difficulties for the consumer.
5. The Buyer is not entitled to defect liability claims if they knew before accepting the goods that the goods were defective or if the defect has been caused by them or their employees.
6. The defect liability claims do not apply to goods already sold at a discount or as defective goods insofar as the Buyer has been expressly notified of this.

VII. Seller's liability for a defect

that constitutes a material and immaterial breach of contract

1. The Seller's liability for defects which constitute a material or immaterial breach of contract shall be applied to defects in goods arising within a period of 24 months for consumer goods, namely such defects, for which liability for quality is not applied upon acceptance of the goods.
2. A defect is considered to constitute a material breach of contract if the Buyer would not have concluded the contract if he had foreseen the defect at the time of concluding the contract; otherwise the defect does not constitute a material breach of contract.
3. If the defect constitutes a material breach of contract, the Buyer has the right to insist on the delivery of new (defect-free) goods, demand a reasonable discount on the price of the goods delivered, or withdraw from the contract (with the right to a full refund of the purchase price).
4. If the defect constitutes an immaterial breach of contract, the Buyer is entitled to have the defect removed or to a reasonable discount.
5. The customer may not later change the choice of the defect removal option unless they expressly agree otherwise with the Seller.



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6. The Buyer is entitled to the delivery of new (defect-free goods), a price reduction or withdrawal from the contract regardless of the nature of the defect if the goods cannot be used properly due to the recurrence of the defect or due to a large number of defects.

VIII. Final arrangements

1. This *Complaints Policy* enters into force on 01.05.2024.
2. Revisions of the *Complaints Policy* are reserved.
3. The current *Complaints Policy* can be downloaded from <https://www.rotaflex.cz/>.