

# COMPLAINTS PROCEDURE

This Complaints Procedure applies to all product deliveries by the company DEKMETAL s.r.o. to its customers, and it is an integral part of every purchase contract concluded by the company DEKMETAL s.r.o.

Valid from 1/1/2014

Approved: Ing. Petra Kutnarová  
Administrative Director

## DEKMETAL s.r.o.

DEKMETAL s.r.o., Tiskařská 10/257, 108 00 Prague 10  
Company ID: 276 42 381 VAT ID: CZ – 699000797

## RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Customer is obliged to **check the correctness, quantity, and intactness of the packaging of the delivered goods** upon receipt and to immediately claim **any defects**. **Handling and storage** of the delivered goods must be in **accordance with the manufacturer's instructions** and applicable regulations. Obvious defects in the products must be announced by the customer to the seller **prior to their integration into the building** but no later than **7 days from the date of receipt** of delivery. **Hidden defects** must be claimed by the customer immediately after they have been discovered and **within the warranty period**. The customer is obliged to make a claim **in writing or in person**. In the event of a complaint, the customer is obliged to submit an **invoice, receipt, or warranty certificate**. Claimed goods must be **stored separately** by the customer until a decision is made regarding how to deal with the complaint according to the instructions of DEKMETAL s.r.o. so that the **status of the claimed products can be objectively determined**. In order to assess the complaint, DEKMETAL s.r.o., the manufacturer's representatives and the respective independent assessors must **be allowed access to the claimed goods**. The submitted claim does not affect the customer's obligation to pay the purchase price in the agreed amount and within the agreed time period.

## RIGHTS AND OBLIGATIONS OF DEKMETAL s.r.o.

DEKMETAL s.r.o. provides a **guarantee** for goods and products as specified in the contract or in the warranty certificate, but at least to the extent required by applicable regulations. Responsibility of DEKMETAL s.r.o. for damage is always limited by the value of the delivered goods. DEKMETAL s.r.o. **shall not be liable** for any related **consequential or indirect damages**. DEKMETAL s.r.o. **shall not be liable for damage** or deterioration of the goods upon receipt or handling by the customer (delivery), in particular **caused by the customer, the carrier, improper use or storage** of the product, improper **handling**, natural **disaster**, etc. **Slight deviations of the products that do not affect the purpose of use** are not considered to be damage or cause for a claim (differences in colour shades, uneven drying after rain, etc.).

## DEALING WITH COMPLAINTS

The **warranty period** commences on the day of **delivery of the goods to the customer**, based on the agreed dispatch date of the goods to the specified destination. Exceptions are products that are commissioned by a third party authorised by DEKMETAL s.r.o. In this case, the warranty period starts from the date of commissioning, under the conditions of commissioning, and no later than three weeks from the date of receipt of the delivery from DEKMETAL s.r.o. while receiving all necessary assistance from the customer. All employees of branches of DEKMETAL s.r.o. are obliged to **record all claims, complaints, or reservations** received from customers of DEKMETAL s.r.o., (including qualitative, quantitative, and material replacement claims). Each **complaint** is to be kept under a **registration number**, which is automatically generated after filing the relevant claim in the central database of claims. **The Quality Control Manager** at each branch is responsible for proper **management of the complaint system** in all cases, including qualitative ones. The day **following the day a complaint is filed** is considered to be the **day of commencement of the claim procedure**. The total maximum duration of the claim procedure is **30 calendar days**. The day of termination is the day on which the customer is given or sent a decision on how the complaint was resolved. The **product quality** is determined by the standards stated in the '**Product Declaration of Conformity**'. **Eligible customer complaints** will be resolved by a **replacement delivery** or by providing a **discount** on the goods. In the event of a replacement delivery, the customer will return the originally delivered goods, unless the parties agree otherwise. Unless stipulated otherwise in these Rules, the provisions of the Civil Code apply. The consumer (end user) is always subject to the provisions of the Civil Code or other regulations laid down to protect the consumer.