

Warranty Claim Guidelines

1. Buyer shall accept a consignment duly, check the integrity of the shipping container and immediately after the receipt of consignment, the Buyer shall check the correctness of the consignment content. In case of damage to the packaging, the Buyer is not obliged to accept the consignment, but is obliged to write a Report of Damage with the carrier.
2. In case of detecting a defect in the consignment, the Buyer exercises his right to perfect execution of warranty claim. The Buyer puts forward a warranty claim without undue delay by filling in a warranty claim form "Record of Warranty Claim" published on the Seller's e-shop, no later than within following time limits.

Claiming an inconsistency in a consignment's content (i.e. inconsistency of amount, types and price of payment), or incorrect information in issued documents, must be performed within 14 calendar days from the date of taxable supply.

Claiming of **Patent Defects** must be performed by the Buyer no later than 30 calendar dates from the date of taxable supply.

Claiming of **Latent Defects** must be performed by the Buyer no later than 6 months from the date of taxable supply. In these periods the goods must be returned to the seller at the the address specified in Article 6.

Later warranty claims will not be accepted. The time limit for settling a warranty claim is 30 days and commences to run at the moment if all elements specified in these Warranty Claim Guidelines necessary for making a warranty claim are fulfilled. Warranty claim will be dismissed by the Seller if the Buyer does not process in accordance with the terms of these Warranty Claim Guidelines.

3. The Seller will not take into account claimed Goods sent without an appropriate form within warranty claim proceedings. If a Buyer does not

subsequently fill in a form "Report of Warranty Claim" relating to these Goods within 7 days from the delivery of the Goods, the Seller will send the Goods back at the Buyer's expense.

Inserting a picture of damaged Goods may hasten warranty claim proceedings.

4. The change in Goods which resulted from exploitation of the Goods is not considered a defect. The Buyer proves a defect in the amount of ordered and delivered Goods with the help of unbiased means of evidence, such as a testimony of a third, independent party.
5. Asserting the right to claim does not have suspensory effect on the due date of the invoice for Goods to which the claim relates.
6. The Buyer shall send the Goods to which a claim applies to the Seller at his own expense to the Seller's facility (warehouse) located at MALFINI, a.s., Ostrava Business Park, Lihovarská 692/40C, 718 00 Ostrava – Kunčičky, Česká republika. When delivering Goods to a different address than specified in this paragraph, the Buyer shall pay for the cost of freight relating to re-sending, including a fee amounting to 500, - without VAT. The Seller does not accept cash on delivery consignments. The Buyer is obliged to deliver the claimed goods to the Seller in the original packaging and also without any signs of alteration or deterioration, in particular such goods must be free of any stickers and notes or other markings or modifications made by the Buyer.
7. Claimed Goods must be clean, mechanically undamaged, unmarked, not inwrought or otherwise used, used (worn) or degraded by the Buyer. The Buyer shall attach a printed Record of Warranty Claim with a precise description of a consignment's defect. In case of latent Defects, the above shall apply adequately to the nature of the defect.

8. If the Buyer's claim is dismissed, whether for its assertion in violation of these Warranty Claim Guidelines, or for lack of substantiation, the Seller shall be entitled to reimburse the costs incurred in connection with the sending of the Goods back to which the claim applies, to the Buyer, and costs incurred by the Seller as a result of the assessment of the claim of the Buyer.

If the Buyer's claim is recognized as legitimate, the Seller shall compensate the Buyer for the costs associated with the transport of claimed Goods.

9. A warranty claim acknowledged by the Seller (i.e. the warranty claim which the Seller agrees with) may be resolved by:

a. repair or replacement of defective Goods or their part with perfect Goods,

- b. providing a discount for defect Goods as well as taking into account the nature of defect of the Goods and a possibility of future use of defective Goods,
- c. refunding the purchase price on the basis of a corrective tax document sent to the Seller by the Buyer which the Buyer shall sign and deliver to the Seller.

The choice among methods a) and c) is entirely at the discretion of the Seller, where the Seller shall take into account the particular nature of the claimed Defect and the Goods in the interest of the most effective, fastest and most economical removal of the claimed Defect. A warranty claim may be resolved by means of method b) by mutual agreement of the Seller and the Buyer.