

---

## Complaints Rules Procedure

In accordance with the applicable provisions of Act No. 89/2012 Coll., the Civil Code, as subsequently amended, and – in relation to consumers – also of Act No. 634/1992 Coll., the Consumer Protection Act, and its own General Business Conditions and Transport Conditions, the company ŽALUZIE NEVA s.r.o., as the seller (the Contractor), issues this Complaints Rules Procedure. Any matters not regulated in this Complaints Rules Procedure, the General Business Conditions or the Transport Conditions of the company ŽALUZIE NEVA s.r.o. shall be governed by the legal order of the Czech Republic.

An integral part of the Complaints Rules Procedure is the Transport Conditions and the General Business Conditions, as subsequently amended, of the company ŽALUZIE NEVA s.r.o.

### **Art. 1**

#### **Rights and duties of the Buyer (the Ordering Party)**

If there is a defect in goods, i.e. such condition when goods are not delivered in accordance with the purchase order, purchase contract, contract for work or the General Delivery Conditions, the Buyer (the Ordering Party) has the right to claim such defect.

If a complaint is settled by the replacement of defective goods for perfect goods, the Buyer (the Ordering Party) shall be obliged to return the defective goods to the seller (the Contractor) for assessment of justifiability of the complaint, not later than within one month from the delivery of perfect goods for replacement. In the opposite case, these perfect goods shall be invoiced to the Buyer (the Ordering Party).

Goods to be claimed or their approved part must be delivered back to the Seller (the Contractor) in a complete condition, unless the Buyer (the Ordering Party) agrees with the Seller (the Contractor) otherwise in advance. The Buyer shall attach a written document to the goods (e.g. confirmation of the purchase order or the complaint protocol) with the order number, detailed description of the claimed defect and contact details of the Buyer. In order to prove a complaint, it is necessary to attach photo documentation or a video recording of the defect, and send it immediately to the Seller's (the Contractor's) responsible person.

If the Buyer (the Ordering Party) delivers goods to the seller for carrying out a repair/guarantee repair and these goods are not packed sufficiently, the Buyer (the Ordering Party) acknowledges that the Seller (the Contractor) shall not bear any responsibility in such case for defects and any other damage arisen due to transportation and subsequent handling of these goods (damaging, deformation, scratching, rupturing, loss of its part or accessories, etc.). Removal of such originated defects will be carried out based on the approval by the Buyer (the Ordering Party), and then it will be charged to the Buyer (the Ordering Party). This provision shall also apply analogically to cases of carrying out repairs of goods as separate binding relations, i.e. also to situations where goods being repaired are not a product of the company of the Seller (the Contractor) and the client (the Ordering Party) has ordered the repair of goods (work) from it separately.

Any apparent damage to the goods, their packaging or incompleteness of a delivery upon its arrival must be resolved immediately with the carrier and any discrepancies entered in the shipment

(transport) document. The Buyer (the Ordering Party) shall not be obliged to take over such goods from the carrier and it shall inform the Seller of the ascertained damage without undue delay. On the date of take-over or on the nearest possible date, however, no later than within 5 working days, the Buyer (the Ordering Party) shall check properly the completeness of the goods and their accessories.

If the goods are taken over personally by the Buyer (the Ordering Party), the moment of take-over of the goods shall be the moment of transfer of risk of origination of damage to the goods from the Seller (the Contractor) to the Buyer (the Ordering Party). If the Buyer (the Ordering Party) fails to inspect the goods upon their take-over, the Buyer (the Ordering Party) may claim entitlements from defects ascertainable during this inspection only if it proves that the goods already had these defects (e.g. missing accessories) at the time of transfer of risk of damage to the goods.

For acknowledging a payment of justifiably spent real costs related to a claimed product (goods), it is necessary to specify these costs exactly, inform the Seller (the Contractor) of them immediately and possibly prove with due invoices of sub-suppliers of the necessary services, if the Seller (the Contractor) demands that. The Buyer (the Ordering Party) shall not become entitled to reimbursement for these costs automatically. The Seller (the Contractor) shall reserve the right to assess a complaint regarding the goods first and determine whether this entitlement of the Buyer has arisen, and determine the amount of acknowledgeable costs related to the complaint. The right to reimbursement for costs of a complaint shall be acknowledgeable during the period of the basic guarantee. In the event of an extended warranty, the Buyer (the Ordering Party) shall be entitled to repairs at the manufacturer's (the Contractor's) registered office to where the Buyer (the Ordering Party) transports the goods (product) at its own expense or to free delivery of the claimed parts.

When claiming a higher extent (more defects), the Seller (the Contractor) has the right to assess a complaint in the place of assembly even before disassembly of goods.

The amount of acknowledgeable costs related to the complaint is given by the General Business Conditions or the Transport Conditions of the company ŽALUZIE NEVA s.r.o.

### **Rights and duties of the Seller**

The Seller (the Contractor) shall be responsible for the fact that goods, upon their take-over by the Buyer (the Ordering Party), are free of any defects, in particular for the fact that at the time of their hand-over goods are in accordance with the provisions of Section 2161 of the Civil Code, i.e.:

- They are of the requested quality, quantity and design according to the contract/purchase order and they are packed in an appropriate manner.
- They are fit for the purpose specified by the Seller (the Contractor) or for which goods of this kind are normally used.
- In their quality and design they correspond to the agreed sample or model, if the quality or design was determined according to the agreed sample or model.
- They are delivered in a corresponding quantity, extent and dimensions.
- They meet the requirements of legal regulations.
- The delivery note is attached that is used for lodging of any possible complaint.

Rights from liability for defects in the goods (product) of the Seller (the Contractor) shall not apply especially in cases where a defect or damage originated due to:

- Mechanical damage to the goods or their parts
- Provably unauthorized interventions in the mechanism of the goods or their parts
- Natural disaster or due to any other external event beyond the control of the Seller (the Contractor)
- Electric overvoltage
- Provably incorrect storing, incorrect use of the goods or their parts
- Use of the goods or their parts at variance with the instructions for use (the Technical Sheet) that are included in the Technical Sheet of the product on the website [www.nevapv.com](http://www.nevapv.com)
- Provably unprofessional installation of the goods or their parts or due to installation in any unsuitable premises
- Deviations in the dimensions of the goods or their parts not exceeding the manufacturer's production tolerances specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)
- With deviations of the slanting operation of blinds not exceeding the manufacturer's production tolerance specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)
- With deviations of the tilting of slats not exceeding the manufacturer's production tolerance specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)

The Seller's (the Contractor's) responsibility for defects shall not apply:

- To wear and tear caused by normal use of the goods
- In the event of the goods sold for lower prices, to a defect for which the lower price has been agreed
- In the event of used goods, to a defect corresponding to the extent of use or wear and tear of the goods upon their take-over by the Buyer

The Seller's responsible employee shall decide on the justifiability of a complaint without undue delay. In cases where the settlement of a complaint requires professional assessment (e.g. by the supplier of materials), this responsible employee may define a longer deadline.

The Seller (the Contractor) has the right to assess a defect of the goods in the place of their use or assembly, even before disassembly of the goods. For assessment of installation, the Seller (the Contractor) may send its technician or a technician of the supplier of the claimed components. If the Seller or its supplier is not enabled to assess installation on the spot, the Seller shall have the right to reject such a complaint.

The seller shall be responsible for any defects originating due to unprofessional assembly or other unprofessional putting of the goods into operation only if assembly of the goods has been agreed in the purchase contract between the Buyer and the Seller and if such assembly was performed by the Seller or a person authorized by the Seller.

**Art. 2****Lodging of complaints**

A complaint is lodged by the Buyer (the Ordering Party) with the Seller's responsible employee. A complaint may be lodged continuously via e-mail or personally or by phone during the whole operation time of the company. The Buyer (the Ordering Party) shall be obliged to prove that its entitlement to settlement of a complaint is justified, i.e. that in addition to stating the defects it also provides information on acquisition of the goods (which it proves with the respective document or warranty card, if issued). A complaint must be lodged by the Buyer (the Ordering Party) without undue delay within the deadlines pursuant to Sections 2112 and 2618 of the Czech Civil Code.

**Art. 3****Warranty period and deadline for applying a complaint**

1. The condition for admitting a complaint is:

- Lodging within the warranty period
- Fulfilling the conditions defined in the Technical Sheet of the product that is provided on the website [www.nevapv.eu](http://www.nevapv.eu) or generally known rules for using the thing
- That there is no defect in the goods originated due to unprofessional handling by the Buyer (the Ordering Party) / the user or due to normal wear and tear
- Submission of the warranty card, if issued
- Payment of the purchase price or the price of work for the delivered goods

2. The warranty period is:

- 2-year standard warranty + 2 years of extended warranty in respect of blinds and their parts.

The extended warranty – within the extended warranty, repairs of warranty defects will be carried out free of charge in the registered office of the company ŽALUZIE NEVA s.r.o. or components for these repairs will be delivered to the customer free of charge. No other related costs shall be reimbursed.

- 5-year warranty for Somfy, Geiger and Elero motors
- 2 years for electronics

The warranty period shall start running on the date when the goods are delivered to the Buyer (the Ordering Party), i.e. by the contracting partner, not by the end customer. If the goods were not handed over and taken over due to lack of cooperation of the Buyer (the Ordering Party), the warranty period shall start running from the date when the goods or work should have been handed over.

**3. The warranty period cannot be confused** with the period of usual lifetime of the goods, i.e. for the period during which the goods, if correctly used and treated, can last with respect to their properties, given purpose and difference in the intensity of use.

4. The Seller shall not be responsible for increasing the extent of damage if the Buyer (the Ordering Party) uses the goods, although it is aware of the defect. Any apparent defects (e.g. damaging of the goods' packaging) caused by the carrier have to be lodged upon hand-over directly with the

carrier. In order to lodge a complaint caused by a transport company it is necessary to leave the goods in the place of hand-over at the moment when a defect is detected, including their original package; to obtain the corresponding documentation of the damage (photographs, video, etc.), and to ensure drawing up the recording of the damage with the transport company.

5. If the Buyer's (the Ordering Party's) complaint is settled by replacing the defective goods by perfect goods, there is no new warranty period running in respect of the new goods and the time that has lapsed from acknowledging a complaint until the moment when the Buyer (the Ordering Party) is obliged to take the goods over is not included in the warranty period. If the complaint is settled by repairs, the time that has lapsed from acknowledging the complaint until the moment when the Buyer (the Ordering Party) is obliged to take the repaired product over is not included in the warranty period.

#### **Art. 4**

##### **Removable defects**

1. Such defects shall be considered removable defects when their removal does not affect the appearance, function and quality of the products and the repair can be carried out duly. The assessment of the character of the defect rests with the Seller (the Contractor). The deadline for the removal of the defect will be specified by the Seller (the Contractor) in relation to its current operating possibilities.

2. If it concerns a removable defect, the Buyer (the Ordering Party) may demand free and due removal of such defect, while the Seller (the Contractor) shall decide on whether it will be carried out by repairing or replacement of the thing (if it is not disproportionate to the nature of the defect). If it is not possible to remove the defect, the Buyer (the Ordering Party) may demand a reasonable discount of the price of the thing or withdraw from the contract.

3. If it concerns the removable defect of goods that were already used during the warranty period, the Buyer (the Ordering Party) has the right to demand only free, timely and due removal of such defect, while the Seller (the Contractor) shall be obliged to remove such defect within the time limit specified by the Buyer (the Ordering Party).

4. The Seller (the Contractor) may always replace a defective thing by a perfect thing instead of removing its defect.

5. If a complaint is settled by replacing goods by perfect goods, the Buyer (the Ordering Party) shall be obliged to return the defective goods to the Seller (the Contractor). If the goods are not returned within one month from such replacement, such goods will be charged to the Buyer (the Ordering Party) using the price valid at the time when the goods were purchased.

#### **Art. 5**

##### **Non-removable defects**

1. Such defects considered to be non-removable defects are those that cannot be removed completely within the defined deadline. If it is a non-removable defect preventing the proper use of the product, the Buyer (the Ordering Party) may demand at its discretion:

- Replacement of the goods by perfect goods
- Termination of the purchase contract and return of the purchase price

2. The same rights appertain to the Buyer (the Ordering Party) if they are removable defects if, however, the Buyer (the Ordering Party) cannot use the product duly due to repeated occurrence of the same defect after repair or due to a higher number of defects. Such product is usually a product in which the same defect appeared in the same place after having been repaired at least twice previously.

3. If there are any other non-removable defects preventing the proper use of the product for a defined purpose, the Buyer (the Ordering Party) shall be entitled to a reasonable discount on the price. If the customer price has changed since the time when the goods were purchased, a discount will be provided to the Buyer (the Ordering Party) on the price valid at the time when the goods were purchased.

**Art. 6**  
**Settlement of a complaint by providing a discount**

Based on the agreement with the Buyer (the Ordering Party) it is also possible to settle its complaint by providing an appropriate discount. If a warranty card was attached to the goods, the discount and the reason for its provision will be specified on this warranty card. The appointed employees of the company ŽALUZIE NEVA s.r.o. are authorized to provide a discount according to their powers. If the customer price has changed since the time of purchase of the goods, a discount will be provided to the Buyer (the Ordering Party) on the price valid at the time when the goods were purchased.

**Art. 7**  
**Goods sold for lower prices**

1. Used products or products having any defects not preventing the use of the product for its defined purpose are sold for lower prices only.

2. The Buyer (the Ordering Party) must be notified that a product has a defect and what kind of defect it is. The Seller shall not be responsible for such defects of new or used products for which a lower price has been agreed.

3. If a price was reduced for business purposes (e.g. due to after-seasonal clearance sale) and if it concerns the sale of new perfect goods, the Seller shall be responsible for defects of sold goods in full.

**Art. 8**  
**Dispute Resolution**

Any disputes arising during the complaints proceedings shall be decided by the general court in the Seller's (the Contractor's) registered office.

**Art. 9**  
**Final Provisions**

Before goods are purchased, the Buyer shall be obliged to familiarize itself with the Complaints Rules Procedure, the General Business Conditions and the Transport Regulations. By taking over

---

goods from the Seller or the carrier, the Buyer accepts this Complaints Rules Procedure. The Seller shall reserve the right to change the Complaints Rules Procedure.

The Complaints Rules Procedure in this wording shall come into effect from 1 December 2017 and the validity of the Complaints Rules Procedure effective from 1 March 2014 shall terminate on this date.

The wording of this Complaints Rules Procedure has been executed in the Czech language. In the event of any dispute or ambiguity in the interpretation of the wording in any other languages, the wording in the Czech language shall always prevail.