

Complaints Procedure for Buyers Who Are Not Consumers

Translation note: This English version is an informative translation of the Czech document. In the event of any discrepancy, the Czech version shall prevail.

Seller

ATELIÉR MAUR s.r.o.

Libušínská 575/82, 326 00 Plzeň

Company ID No.: 25241885

VAT ID No.: CZ25241885

registered with the Regional Court in Plzeň, Section C, File No. 12126

telephone: +420 377 240 033

e-mail: infoatelier@ateliermaur.cz

website: www.ateliermaur.cz

1. Introductory provisions

1.1 This Complaints Procedure applies to Buyers who are not Consumers, in particular to entrepreneurs, business companies, legal entities, municipalities, towns, regions, schools, contributory organisations, associations and other public or private institutions.

1.2 This Complaints Procedure does not apply if the Buyer is a Consumer. A separate Complaints Procedure applies to Consumers.

1.3 Provisions in an individual contract, confirmed order, offer or warranty statement take precedence over this Complaints Procedure to the extent that they differ from it.

2. Seller's liability for defects

2.1 The Seller is liable to the Buyer for a defect that the goods have at the time when the risk of damage passes to the Buyer, even if the defect becomes apparent only later.

2.2 The Seller is also liable for a defect arising later if it was caused by a breach of the Seller's obligation.

2.3 Delivery of a different item and defects in documents necessary for the use of the goods are also considered defects.

2.4 The Seller is not liable for defects caused by the Buyer, ordinary wear and tear, improper use, unprofessional handling, unprofessional assembly performed by the Buyer or a third party, use contrary to the instructions, an external event after the transfer of risk of damage, unsuitable materials provided by the Buyer or unsuitable instructions of the Buyer, provided that the Seller warned of their unsuitability or could not have discovered it even with professional care.

2.5 The Seller is not liable for defects arising from the use of the goods in an environment or in a manner for which the goods were not intended, in particular if instructions, technical conditions, assembly conditions, power supply parameters, safety rules or storage conditions are not observed.

2.6 For light sources, LED elements, electronic components and similar parts of goods, ordinary wear and tear, gradual decrease in luminous intensity or changes corresponding to the nature of the goods, declared lifetime, average luminous lifetime, method of use and conditions specified in the instructions, offer or technical documentation are not defects.

3. Warranty for quality

3.1 A warranty for quality arises only if it is expressly provided in an offer, order confirmation, contract, warranty certificate, tax document, on the packaging of the goods, in advertising or in another statement of the Seller.

3.2 If a warranty for quality is not expressly provided, the Buyer is entitled only to statutory rights from defective performance to the extent provided by the Civil Code and the contract.

3.3 If a warranty for quality is provided, its scope, duration and conditions are governed by the specific warranty statement or contract.

4. Duty to inspect and notify defects

4.1 The Buyer is obliged, where possible, to inspect the goods as soon as possible after the risk of damage passes and to verify their properties, quantity, completeness and condition.

4.2 Apparent defects and apparent damage to the shipment must be notified by the Buyer to the Seller without undue delay after acceptance.

4.3 Hidden defects must be notified by the Buyer to the Seller without undue delay after the Buyer discovered them or could have discovered them with sufficient care, but no later than two years from delivery of the goods, unless the contract, warranty or legal regulations provide otherwise.

4.4 If the Buyer does not notify a defect in time and the Seller objects to the late notification of the defect, the Buyer may not be granted rights from defective performance to the extent provided by law.

5. How to submit a complaint

5.1 A complaint may be submitted:

- by e-mail to infoatelier@ateliermaur.cz,
- in writing to the Seller's registered office address,
- in person at the Seller's registered office; prior arrangement is recommended for operational reasons,
- by another agreed method.

5.2 The complaint must contain at least:

- identification of the Buyer,
- identification of the goods complained about,
- order, contract, delivery note or invoice number, if available,
- description of the defect,
- the time when the defect was discovered,
- the chosen claim from defective performance, if the Buyer chooses one.

5.3 The Buyer is obliged to submit or enable verification of the facts necessary for assessing the complaint. Failure to submit the original packaging or the original warranty certificate does not in itself mean automatic rejection of the complaint if the contractual relationship, goods and defect can be assessed otherwise.

5.4 If accessories, documentation, power supply elements, assembly parts or other components are necessary for assessing the defect, the Buyer is obliged to provide the Seller with the necessary cooperation.

5.5 When sending the goods complained about, the Buyer is obliged to pack the goods so that no further damage occurs during transport. The Seller is not liable for deterioration of the condition of the goods caused by unsuitable packaging during return transport from the Buyer.

6. Buyer's claims from defective performance

6.1 If the defective performance constitutes a material breach of contract, the Buyer has the right:

- to removal of the defect by delivery of new goods without defects or delivery of missing goods,
- to removal of the defect by repair,
- to a reasonable discount from the purchase price,
- to withdraw from the contract.

6.2 If the defective performance constitutes a non-material breach of contract, the Buyer has the right:

- to removal of the defect,
- to a reasonable discount from the purchase price.

6.3 The Buyer is obliged to notify the Seller of the chosen claim when notifying the defect or without undue delay thereafter. The Buyer may not change the choice made without the Seller's consent, unless legal regulations provide otherwise.

6.4 The Seller is entitled to remove the defect by repair, delivery of replacement goods, delivery of a missing part, provision of a reasonable discount or another method corresponding to the nature of the defect and the claim chosen by the Buyer, provided that such procedure complies with the contract and legal regulations.

6.5 The Buyer cannot withdraw from the contract or request delivery of a new item if the Buyer cannot return the goods in the condition in which they were received, subject to the exceptions laid down by law.

7. Time limit and method of handling the complaint

7.1 A complaint by a Buyer who is not a Consumer shall be handled within a reasonable time, taking into account the nature of the goods, the nature of the defect, the need for technical assessment, the seasonality of the goods, the availability of spare parts and the Buyer's cooperation.

7.2 The 30-day time limit under the Consumer Protection Act does not apply to a Buyer who is not a Consumer, unless expressly agreed otherwise.

8. Complaint costs

8.1 Unless agreed otherwise, the Buyer bears the costs associated with delivering the goods complained about to the Seller.

8.2 In the case of a justified defect notification, the Buyer may claim reimbursement of reasonably incurred costs to the extent provided by the Civil Code or the contract.

8.3 In the case of an unjustified complaint, the Seller may claim reimbursement of reasonably incurred costs associated with assessment of the defect, handling, transport or storage, if this corresponds to legal regulations and the circumstances of the case.

9. Custom goods and Buyer's materials

9.1 If the goods are manufactured or modified according to the Buyer's requirements, the Buyer is responsible for the accuracy, completeness and usability of the materials supplied by the Buyer, in particular dimensions, technical data, graphics, texts, colour requirements, location, assembly conditions and other parameters.

9.2 The Seller is not liable for defects caused by incorrectness, incompleteness or unsuitability of the Buyer's materials if the Seller warned of the unsuitability or could not have discovered it even with professional care.

9.3 Before production or assembly, the Buyer is obliged to check and approve designs, specifications, visualisations, dimensions or other materials if they were submitted to the Buyer for approval.

10. Transport damage

10.1 If the shipment is apparently damaged upon acceptance, the Buyer is obliged to document the damage without undue delay, notify the carrier and inform the Seller.

10.2 Failure to fulfil this obligation may make it more difficult or impossible to assert claims against the carrier and may be taken into account when assessing liability for the incurred damage, especially if the Buyer is a person who is not a Consumer.

11. Withdrawal from the contract by a Buyer who is not a Consumer

11.1 A Buyer who is not a Consumer has no right to withdraw from the contract without giving a reason under the Consumer provisions of the Civil Code.

11.2 Withdrawal from the contract is possible only in cases provided for by the contract, these Terms and Conditions or legal regulations, or on the basis of an agreement of the parties.

12. Final provisions

12.1 This Complaints Procedure replaces the previous Complaints Procedure for legal entities and natural persons conducting business.

12.2 The rights and obligations of the parties are governed by the law of the Czech Republic, in particular the Civil Code.

12.3 This document is effective from the date of its publication on the Seller's website. For a specific contract, the version effective on the date of its conclusion shall be decisive, unless expressly agreed otherwise between the parties.