

Jihostroj a. s. Complaints Procedure for Entrepreneurs, Legal Entities and Consumers

I. Basic Provisions

1. The operator of the jihostroj.com website and the provider of goods and services within its business activities (hereinafter referred to as the "Seller") is:

Jihostroj a. s.

Reg. No. 466 78 212

VAT ID: CZ46678212

Budějovická 148

382 32 Velešín

registered in the Commercial Register kept by the Regional Court in České Budějovice, Section B, Insert 502

Responsible persons:

Hydraulics Division:
Ing. Kamila Hanzalová, e-mail: salesHD@jihostroj.cz , tel / fax: (+420) 380 340 724

Aerospace Division:
Ing. Luboš Vágner, e-mail: salesAD@jihostroj.cz , tel / fax: (+420) 380 340 869

2. The rights and obligations of the contracting parties arising from liability for defects (hereinafter referred to as "**complaints**") shall be governed by the relevant generally binding legal regulations; in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "CC"), as well as other legal regulations; in particular Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter referred to as "CP").
3. The Buyer in this sense may be:
 - a. A consumer in accordance with Section 419 CC and Section 2(1)(a) of the CP (hereinafter referred to as the "**Consumer**"),
 - b. An entrepreneur in accordance with § 420 CC. For the purposes of the GTC (General Terms and Conditions), an entrepreneur means a person who carries out a gainful activity on his/her own account and responsibility by means of a trade or similar activity with the intention of doing so on a continuous basis for the purpose of making a profit in the course of his/her business activity and provides his/her identification number in the order (hereinafter referred to as "**Entrepreneur**"),
 - c. A legal person in accordance with Section 118 et seq. CC. A legal person is an organised body that is determined by law to have a legal personality or whose legal personality is recognised by law. A legal person may, irrespective of the object of its activity, have

rights and obligations which are compatible with its legal nature (hereinafter referred to as "**Entrepreneur**").

4. By concluding the Purchase Agreement, the Buyer agrees to the General Terms and Conditions (hereinafter referred to as "GTC"), of which the Complaints Procedure is an integral part, and confirms that the Buyer has become familiar with the contents of these documents.
5. The Seller hereby duly informs the Buyer of the scope, conditions and method of making a complaint, including information on where and how the complaint can be made.

II. Seller's Liability for Defects

1. In accordance with Section 2161 of the Civil Code, the Seller guarantees to the Buyer that the goods are free from defects upon acceptance. In particular, the Seller guarantees to the Buyer that at the time the Buyer took over the goods:
 - a. the goods have the characteristics agreed between the parties and, in the absence of an agreement, those characteristics which the Seller or the Manufacturer specified or which the Buyer expected with regard to the nature of the goods and based on the Seller's or Manufacturer's advertising,
 - b. the goods are fit for the purpose for which the Seller states they are to be used or for which goods of that kind are usually used,
 - c. the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship were determined by reference to the agreed sample or specimen,
 - d. the goods are in the appropriate quantity, measure or weight and
 - e. the goods comply with the requirements of the legislation.
2. The Seller shall attach a tax receipt to each item purchased, which can be used to make the complaint.

III. Guarantee Period

1. **Hydraulics Division:**
 - a. The Buyer has the right to make a complaint regarding the goods purchased from the Hydraulics Division within 24 months or until 3,000 hours of operation, whichever occurs first (hereinafter referred to as the "**Guarantee Period**").
2. **Aerospace Division:**
 - a. The Buyer has the right to make a complaint regarding the goods purchased from the Aerospace Division within 24 months or until 500 flight hours are reached, whichever occurs first. The Buyer is also entitled to make a complaint within the period specified in the technical specifications of the instrument or within the period specified by agreement of the parties in the Purchase Agreement (hereinafter referred to as the "**Guarantee Period**").
3. The Guarantee Period starts upon receipt of the goods by the Buyer.
4. If the Buyer makes a justified complaint, the warranty period is extended by the period during which the Buyer cannot use the defective goods.
5. If the Buyer fails to make the complaint within the said period, its rights resulting from the defective performance shall expire.

IV. Filling a Complaint

1. The Buyer is obliged to file a complaint without undue delay after discovering the defect.
2. The Buyer shall exercise the rights under the liability for defects, i.e. the right to repair the goods, the right to exchange the goods or parts thereof, the right to a reasonable discount and the right to withdraw from the Purchase Agreement (refund), with the responsible person at the address referred to in Article I, p. 1.
3. The Seller shall only receive complaints via shipping services at the Seller's address specified in the preceding paragraph.
4. The Buyer shall send the goods in suitable packaging that corresponds to the nature and characteristics of the goods claimed so that they are sufficiently protected during transport to the Seller.
5. When sending the goods by means of a carrier, the delivery of the consignment must not be subject to payment of a delivery fee (cash on delivery). The Seller reserves the right to refuse to take over such shipment.
6. The shipment of the claimed goods must contain:
 - a. complete packaging of the goods claimed,
 - b. a copy of the proof of purchase,
 - c. a detailed description of the defect,
 - d. the Buyer's contact details necessary to process the complaint (name, surname, address, email, telephone contact),
 - e. the requested method of handling the complaint (repair, replacement, discount, completion of what is missing, withdrawal from the Purchase Agreement) - the Buyer cannot change the choice made without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect that proves to be irreparable.
7. The Seller shall, as part of the complaint procedure, assess the claimed goods from the viewpoint of the condition in which they were received from the Buyer.
8. Within the framework of the complaint, the Seller will only assess the defect(s) specified by the Buyer in the complaint – for this reason, the Seller requires a detailed description of the defect.
9. Upon completion of the complaint procedure, the Seller shall issue the Buyer a written confirmation of the settlement of the complaint, which shall include in particular:
 - a. the date and manner of settlement of the complaint,
 - b. confirmation of the manner in which the complaint was settled and the duration of the complaint,
 - c. where applicable, a written justification for the rejection of the complaint.

V. Rights from Defective Performance

1. If the item does not have the characteristics set out in Section 2161, the Buyer may also demand the delivery of a new item without defects, unless this is unreasonable due to the nature of the defect, but if the defect concerns only a part of the item, the Buyer can only demand the replacement of that part; if this is not possible, the Buyer may withdraw from the Agreement. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Buyer has the right to have the defect removed free of charge.
2. The Buyer is also entitled to the delivery of a new item or the replacement of a part in the case of a removable defect if the item cannot be used properly due to the recurrence of the defect after

repair or due to a greater number of defects. In this case, the Buyer also has the right to withdraw from the Agreement.

3. If the Buyer does not withdraw from the Agreement or does not exercise the right for the delivery of a new item without defects, replacement of a part of the item or repair of the item, the Buyer has the right to request a reasonable discount. The Buyer is also entitled to a reasonable discount if the Seller is unable to supply a new item without defects, to replace a part of the item or to repair the item, and if the Seller fails to remedy the defect within a reasonable time or if the remedy would cause the Consumer considerable difficulty.
4. Anyone who has a right under Section 1923 of the Civil Code is also entitled to compensation for the costs reasonably incurred in exercising that right. However, if the right to compensation is not exercised within one month after the expiry of the period within which the defect must be brought to attention, the court shall not grant the right if the Seller argues that the right to compensation was not exercised in time.
5. **The rights in connection with defective performance do not apply, in particular, to cases where the defect or damage has occurred due to:**
 - a. normal wear and tear caused by the use of the goods,
 - b. improper installation, handling, operation or insufficient care of the goods,
 - c. mechanical damage,
 - d. unauthorised interference with the goods and alterations to the goods made by the Buyer, if the defect has arisen as a result of such interference or alteration,
 - e. removal or damage of seals where the goods are sealed,
 - f. removal of such seals out of the scope of the relevant authorisation,
 - g. electrical surges,
 - h. damage caused by natural hazards or force majeure,
 - i. improper use,
 - j. use contrary to the instructions for use,
 - k. use contrary to generally accepted rules of use,
 - l. use contrary to the technical conditions of the goods,
 - m. use contrary to the instructions provided in the service manual or operating instructions,
 - n. use in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical conditions of the environment that are directly specified by the manufacturer or that are clearly implied by the nature of the product,
 - o. forging of documents - the tax document shows signs of having been altered, or the goods bear a different serial number from that shown on the tax document.

VI. Complaint Processing

1. In relation to **Consumers**, the Seller or its authorised employee are obliged to decide on the complaint immediately, or within 3 working days in complex cases, and to settle the complaint within 30 days from the date of the complaint, unless the Seller and the consumer agree on a longer period. The expiry of this time limit in vain shall be considered a material breach of the Agreement.
2. The Seller or its authorised employee are obliged to decide on an **Entrepreneur's** complaint as soon as possible and without undue delay, unless the Seller agrees with the Entrepreneur on a longer period:
 - a. The Hydraulics Division shall settle the complaint within **40 days** from the date of the complaint unless the Seller and the Buyer agree on a longer period,

- b. The Aerospace Division shall settle the complaint within **60 days** from the date of the complaint unless the Seller and the Buyer agree on a longer period,
- 3. The Buyer shall provide the Seller with all assistance necessary to verify the existence of the claimed defect and to remedy it.
- 4. The Seller shall inform the Buyer by e-mail about the settlement of the complaint and its result after the complaint has been settled; at the same time, the Seller shall inform the Buyer about the method of delivery of the goods or provision of other performance.
- 5. After the complaint has been settled, the Seller shall issue a written confirmation to the Buyer in accordance with Article IV, paragraph 9.
- 6. The claimed goods will be shipped to the Buyer's address by means of a carrier after the complaint has been settled. If the Buyer requires the goods to be sent to a different address than the one indicated in the complaint report, the Buyer must sufficiently notify the Seller of this fact.
- 7. If the Buyer is a consumer, the Buyer is entitled to reimbursement of the costs reasonably incurred in making the complaint, such costs being understood to be the lowest possible. This includes, in particular, the postage costs for sending the claimed goods. In particular, the cost of travelling by car to make the complaint, the cost of sending the goods by express delivery service and other similar costs may not be regarded as reasonable costs. The Buyer must request reimbursement of these costs from the Seller without undue delay, but within one month of the end of the period for exercising the rights arising from the defective performance at the latest.
- 8. The Buyer undertakes to accept the claimed goods from the carrier.
 - a. The Buyer will be informed of the delivery date.
 - b. If the Buyer is not present at the time of delivery, the Buyer may pick up the claimed goods in accordance with the carrier's shipment notification. If the Buyer is not able to pick up the goods within the specified period, the claimed goods shall be returned to the Seller. If the Buyer requests the claimed goods to be re-sent, the Buyer shall bear the costs associated with the re-delivery of the goods.
 - c. The shipment of the claimed goods that is not taken over by the Buyer will be returned to the Seller and placed in storage. If the Buyer does not express an interest in redelivery of the goods within 6 months from the date of settlement of the complaint, the Seller reserves the right to sell or dispose of the goods. If the goods that were not taken over are sold, the Seller shall pay the proceeds of the sale to the Buyer upon the Buyer's claim. The Seller has the right to unilaterally offset costs incurred in connection with the sale of the goods (e.g. the cost of repair, storage of the goods, costs associated with the sale of the goods and other legitimate claims).

VII. Special Position of the Consumer

- 1. The Consumer is not subject to those provisions of the Complaint Procedure that exclude or limit his/her rights from defective performance of the Purchase Agreement or rights to compensation for damages.
- 2. The rights and obligations of the contracting parties regarding the liability for defects shall be governed by the relevant generally binding legislation; in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., on Consumer Protection, as amended.

VIII. Inspection of Goods

1. In connection with a settled complaint, the Seller undertakes to deliver the claimed goods back to the Buyer and the Buyer undertakes to take over the claimed goods.
2. The Seller delivers the goods only via carriers.
3. Upon receipt of the claimed goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and to notify the carrier immediately in the event of any defects. If the packaging is found to be damaged, indicating unauthorised handling of the shipment, the Buyer may not accept the shipment from the carrier. If the Buyer accepts the shipment from the carrier, the Buyer shall take over the shipment with reservations and shall indicate the nature of the damage in the carrier's handover report. This shall be without prejudice to the Buyer's rights under liability for defects of the goods and other rights of the Buyer under generally applicable law.
4. The Buyer who has taken over the delivery with reservations shall notify the Seller without undue delay at the address specified in Article I, point 1 and enclose the carrier's handover report; it is recommended (not required) to enclose photos of the damage to the packaging.
5. On the day of receipt of the claimed goods, the Buyer undertakes to check their compliance with the complaint form – in particular, to check that the goods are complete and that the packaging contains everything it should contain. Later objections will no longer be taken into account.
6. Breach of the obligation referred to in paragraphs 3, 4 and 5 of this article shall be considered a material breach of the Agreement by the Buyer. If the goods are taken over by the Buyer and the Buyer fails to notify the Seller of any defect without undue delay, the Agreement shall be deemed to have been duly and timely performed.

IX. Final Provisions

1. The Buyer's rights under the law are not affected by this Complaints Procedure.