

## COMPLAINTS PROCEDURE

trading company  
ARTGLASS Ltd  
with its registered office at Dolní Černá Studnice 45, 468 21 Pěnčín, Czech Republic  
IČ: 48269743, DIČ: CZ48269743  
entered in the Commercial Register kept at the Regional Court in Ústí nad Labem, Section C,  
Insert 4742  
for the sale of goods through an online store located at the internet address  
[shop.artglass.cz](http://shop.artglass.cz)

### 1. PREAMBLE

1.1. This Complaints Procedure regulates the Buyer's procedure in the event that, despite all the efforts of ARTGLASS as the Seller to maintain the high quality of the offered Goods, the Buyer has a legitimate reason to exercise rights from liability for defects of the offered Goods.

1.2 The Buyer's rights arising from defective performance (hereinafter referred to as the "Complaint") must be exercised in accordance with these Complaints Procedure. Matters not regulated by this Complaints Procedure are governed by the legal order of the Czech Republic in accordance with Act No. 89/2012 Coll., The Civil Code, as amended, and Act No. 634/1992 Coll., On Consumer Protection, as amended.

1.3 By this Complaints Procedure, the Seller informs the Buyer about the conditions, manner and possibilities of claiming Defective or otherwise damaged Goods. The rights and obligations of the contracting parties regarding the seller's liability for defects, including the seller's warranty liability, are governed by the relevant generally binding regulations (especially the regulations of § 2099 and 2158 et seq. of the Civil Code).

1.4. Before ordering the goods, the Buyer is obliged to get acquainted with the General Provisions (hereinafter referred to as "GP") and the Complaints Procedure of ARTGLASS. By a binding order, the Buyer confirms that he is familiar with everything and agrees with the Complaints Procedure and the GP. The Complaints Procedure, Complaints Form and GP are available for download at [www.eshop.artglass.cz](http://www.eshop.artglass.cz).

1.5. The Buyer makes sure that before purchasing the Goods, he correctly defines his needs and thus the purpose, size and type of the ordered Goods. Only the Goods correctly defined



by the Buyer in terms of size and function and in terms of assortment can meet the expected utility values and fulfillment of the purpose of purchase.

## 2. DEFINITIONS

For the purposes of this Complaints Procedure, the following definitions shall apply:

**The seller** is the company ARTGLASS Ltd, Dolní Černá Studnice 45, 46821 Pěnčín, Czech Republic

**The place for making a complaint** is the Seller's branch: ARTGLASS Ltd, Smetanova 1659/42, 466 01 Jablonec nad Nisou, Czech Republic

Email: [customerservice@artglass.cz](mailto:customerservice@artglass.cz),

Telephone number: +420 483 369 111

**The Goods** are considered to be catalog and customer products from the Seller's production offered on the [shop.artglass.cz/](http://shop.artglass.cz/) e-shop, ie chandeliers and lamps, including accessories and possible spare parts and other additional assortment.

**A quality defect** means a case where the delivered Goods do not comply with the stated specification of the Seller. However, slight deviations from the product specifications of size, shape and color shades of the Goods, which correspond to the normal quality and are generally accepted for this type of mass-produced products or unique custom products, are not a quality defect.

**A quantity defect** means a case when the quantity of the delivered Goods is in conflict with the Buyer's order, or when a Goods other than the Goods declared in the order are delivered.

## 3. GENERAL TERMS AND WARRANTY PERIOD

3.1. The Seller issues a document or invoice for each Goods sold, which serves as a guarantee certificate and is therefore issued with all the necessary data (name, price, quantity...), which is used for the possible application of the Complaint.

3.2. **The statutory warranty period lasts 24 months (2 years) from the date of sale**, unless otherwise stated.

3.3. If the goods are not collected in person, acceptance of the goods means the moment when the carrier hands over the goods to the Buyer and thus the warranty period begins. In the event that the Goods are installed at the Buyer by the Seller, then the warranty period begins to run



upon signing of the Assembly Protocol by the Buyer. In the event of obstacles on the part of the Buyer consisting in the impossibility of installing luminaires (e.g. construction unpreparedness of the installation site, etc.) lasting more than 3 months from the time of delivery, the warranty period is considered to be the beginning of the three-month period.

3.4. The Seller is responsible to the Buyer for the fact that the sold thing is in accordance with the purchase contract, especially that it is without defects. Compliance with the purchase contract means that the sold thing has the quality and useful properties required by the contract, described by the Seller, the manufacturer or his representative, or expected on the basis of their advertising, or the quality and useful properties usual for a thing of the kind that meets the legal requirements, is in the appropriate quantity, measure or weight and corresponds to the purpose which the Seller states for the use of the item or for which the item is usually used.

3.5. In the event that the item is not in accordance with the purchase contract upon acceptance by the Buyer (hereinafter referred to as the "conflict with the purchase contract"), the Buyer has the right to have the Seller return to the condition corresponding to the purchase contract free of charge and without undue delay, as required Buyer either by replacing the item or by repairing it; if such a procedure is not possible, the Buyer may request a reasonable discount on the price of the item or withdraw from the contract. This does not apply if the Buyer knew about the breach of the purchase contract before taking over the thing or caused the breach of the purchase contract himself. A discrepancy with the purchase contract, which manifests itself within six (6) months from the date of taking over the thing, is considered a conflict already existing at the time of taking over, unless it contradicts the nature of the thing or unless proven otherwise.

3.6. If the items are not perishable or used, the Seller is liable for defects that appear to be in conflict with the purchase contract after taking over the item during the warranty period (warranty).

3.7. The Buyer's rights arising from the Seller's liability for defects, including the Seller's warranty liability, are exercised by the Buyer with the Seller at the address of its establishment mentioned above.

3.8. The moment of claim of the Buyer (exercise of the right from defective performance) to the Seller (e.g. by telephone, e-mail, in person) is considered to be the moment of claiming the Complaint, even without the claimed product being delivered to the Seller by the consumer. After the Complaint of the Goods, the Buyer will wait until the Seller contacts him in order to agree on sending the goods to the Seller.



#### **4. CONDITIONS OF COMPLAINTS AND EXCLUSIONS FROM LIABILITY FOR DEFECTS**

4.1. The Seller will not accept any warranty claim if the defect of the Goods is caused by non-compliance with the conditions specified in the CP, in the Instructions for Use or in the General Document for the use of luminaires manufactured by ARTGLASS, or by the following:

- a) The Goods have not been used and maintained in accordance with the instructions given in the above-mentioned documents or have been damaged by any unprofessional intervention by the Buyer or an unauthorized service person;
- b) using the Goods in conditions that do not correspond to their temperature, dust, humidity, chemical and mechanical environmental influences, which is directly determined by the Seller;
- c) The Goods were damaged during further transport after acceptance by the Buyer;
- d) The goods have been mechanically damaged,
- e) spare parts other than those recommended by the Seller have been used for repair or maintenance of the Goods;
- f) the Goods have been damaged or excessively worn due to non-compliance with the conditions specified in the above-mentioned documents;
- g) an intervention has been made in the construction of the Goods without the consent of the Seller;
- h) defects were caused by improper storage or improper handling of the Goods;
- i) the Buyer has concealed the actual number of operating hours and operating conditions;
- j) the defect is caused by an unforeseeable event or force majeure;
- (k) the warranty conditions also do not apply to components and assemblies subject to normal operational wear and tear;
- l) if there is a defect at the time of acceptance and a discount on the purchase price is agreed for such;
- m) if the Goods are used and the defect corresponds to the degree of use or wear and tear that the Goods had when taken over by the Buyer;
- n) improper installation, handling, operation or neglect of care of the Goods;
- o) performing an unqualified intervention or changing parameters;



p) modification of the Goods by the Buyer (coatings, bending, other than recommended sources, etc.), if the defect arose as a result of this modification;

q) if the defect is caused by the Buyer and was caused by improper use;

r) The Seller does not accept Complaints about luminaires, transformers and other components that have been intercepted, cables shortened or connectors cut.

4.2. Light bulbs (light sources), which are delivered as a gift or completely free of charge together with the purchased luminaires, are an advertising item. These are not covered by the warranty.

4.3. Only the Seller and its authorized service persons have the right to perform warranty repairs. The time required for the transport of the Goods from the Seller to the Buyer and any losses incurred by downtime are not reimbursed. During the warranty repair, the Seller does not provide the Buyer with replacement Goods.

4.4. The warranty period is extended by the time of any warranty repairs.

4.5. The seller reserves the right to assess the defect of the component or assembly. For such an assessment, the Seller is entitled to request photo documentation of the defect or delivery of the defective part for assessment.

4.6. No warranties other than those set forth above apply to the Goods.

4.7. The costs of transporting the repaired Goods back to the Buyer's address shall be paid by the Seller if all conditions for the recognition of the Complaint have been met, the costs of disassembly and assembly shall not be paid by the Seller, unless it is a Complaint within the installation performed by the Seller.

4.8. In the event of non-recognition of the right to warranty, the Seller reserves the right to submit to the Buyer a receipt for any of the performed service activities or to demand payment for all costs associated with verification of the claim and / or repair of the Goods.

## **5. PLACE AND METHOD OF FILING THE COMPLAINT**

5. 1. The Buyer files a Complaint in writing (by e-mail or registered letter) at the above address of the Seller's premises. Upon oral or telephone notification, the Seller will request a written confirmation.

5.2. For the proper application of the Complaint, it is necessary for the Buyer to provide information that will enable the Seller to verify the validity of the Complaint. The Buyer shall prove the purchase of the claimed Goods with a purchase document and shall also provide a





description of the claimed Goods and the reason for the Claim and a description of the claimed defect together with photo documentation from which the claimed defect will be apparent. The Buyer shall fill in this information in the Complaint Form, which is an appendix to these Complaints Rules. At the same time, in the Complaint Form, the Buyer shall propose the required method of handling the Complaint (repair of the Goods, replacement of the Goods, return of the purchase price, discount from the purchase price, delivery of the missing Goods).

5.3. In the event that the Buyer does not provide the information necessary to verify the validity of the Complaint pursuant to Section 5.2., The Complaint is not properly asserted. The Seller will then invite the Buyer to complete the necessary information within a reasonable time. If the Buyer does not do so, the Seller will reject the Complaint as unjustified. The deadline for settling the complaint begins on the day of delivery of the complete documents.

5.4. The Seller is entitled to reject the Complaint if the Buyer does not provide the necessary information or all the claimed Goods.

5.5. In the case of a justified Complaint, the Buyer has the right to a refund of the postage in the lowest necessary amount for safe delivery (it is necessary to provide proof of this transport). In the event of an unjustified Complaint, the Buyer is not entitled to reimbursement of its costs associated with the settlement of the Complaint and at the same time the Seller is not entitled to reimbursement of costs incurred on its part (unless the consumer has that it was an abuse of consumer rights).

5.6. If the complaint conditions are met, the Seller will ensure the repair of the Goods, either by the departure of service technicians to the place where the Goods are located or the Buyer will arrange the transport of the Goods to the Seller's premises and the Seller will arrange for their repair, or exchange of Goods or parts thereof. If the service technician finds out on departure that the Complaint is not justified due to non-compliance with the conditions set out in the GP, Instructions for Use or General Document for the use of luminaires manufactured by ARTGLASS by the Buyer, he shall notify the Seller, who will stop handling the case as a Complaint and offer a post-warranty (paid) repair.

5.7. If the Goods are sent back to the Seller, the Buyer is responsible for its proper packaging in accordance with the nature of the goods and according to the instructions received from the customer department of the Seller and the Buyer is liable for damages caused by non-compliance with these instructions. It is advisable to send the goods in the original packaging or suitable transport packaging, because the seller is not liable for any mechanical damage before receiving the goods.



## 6. DEADLINES FOR FILING AND SETTLING THE COMPLAINT

6.1. The deadline for settlement is 30 calendar days, which begin to run from the day when the Buyer duly submits the Complaint to the Seller.

6.2. The Buyer is obliged to check the Goods carefully immediately upon receipt and inform the Seller without undue delay of any obvious Quality or Quantity defects (no later than 48 hours from receipt of the shipment from the carrier). There may be a situation where the Goods are damaged during transport, in the event of such damage to the shipment, the Buyer must draw up a complaint protocol with the carrier. This is a necessary condition for the recognition of a claim for damage during delivery by the carrier. Without the complaint protocol, the Buyer is not entitled to new goods.

6.3. If the Buyer takes over the Goods at the Seller's registered office or its premises, he is obliged to check the Goods according to the delivery note, at least in terms of quantity, type and quality. If he fails to do so, the risk of damage within the scope of this provision passes to the Buyer at the moment when he takes over the Goods from the Seller.

6.4. If the Buyer does not inspect the Goods at the Seller's registered office or establishment or arrange for them to be inspected at the time of acceptance, the Buyer may only assert claims for defects detectable during this inspection if he proves beyond a reasonable doubt that the detected defects were already present at the time of acceptance.

6.5. In the event that the Buyer did not require the installation of the Goods by the Seller, any Complaints for obvious Quality Defects or Quantitative Defects must be made to the Seller immediately after delivery of the Goods to the destination, no later than 2 days from the date of delivery of the Goods. Complaints made after 2 days of delivery of the Goods may be rejected by the Seller if the carrier or the Buyer proves the smooth delivery and acceptance of the Goods.

6.6. In the event that the installation has also been provided by the Seller, the Buyer will only check the delivery of the Goods after delivery to ensure that the transport packaging has not been damaged during transport of the Goods. After the installation of the Goods by the Seller, the Buyer confirms by signing the Handover Protocol that the Goods have been handed over to him without obvious defects in a complete condition without missing parts. In such a case, the later Complaint may only concern hidden defects.

6.7. The warranty period for hidden Quality Defects is 24 months from the date of delivery of the Goods, unless local law provides otherwise. Hidden Quality Defect The Buyer must complain without undue delay after this hidden defect has occurred, but no later than the end of the warranty period. The Seller may reject a claim for hidden Quality Defects made after the expiration of the warranty period.



6.8. The Seller shall issue to the Buyer a document on the date of the Complaint.

6.9. The Seller shall settle the Complaint duly and in time within the settlement period by removing the claimed defects in accordance with Part 7 of this Complaints Procedure, or by notifying the Buyer within this period that it considers the Complaint to be unjustified and that it therefore rejects it. The Seller shall justify this decision.

## **7. SELLER'S LIABILITY FOR DEFECTS WHICH ARE A SIGNIFICANT AND NON-SIGNIFICANT BREACH OF THE CONTRACT**

### **Defects leading to a material breach of contract**

7.1. If the defective performance is a material breach of contract, the Buyer has the right:

- a) to eliminate the defect by delivery of new Goods without defects or by delivery of missing Goods,
- b) to eliminate the defect by repairing the Goods,
- c) at a reasonable discount to the purchase price, or
- d) withdrawal from the contract.

7.2. The Buyer shall inform the Seller which right he has chosen, upon notification of the defect, or without undue delay after notification of the defect. The Buyer cannot change the made choice without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect which proves to be irreparable. If the Seller does not eliminate the defects within a reasonable time or notifies the Buyer that it will not eliminate the defects, the Buyer may request a reasonable discount from the purchase price instead of eliminating the defect, or may withdraw from the contract.

7.3. The Buyer has the right to choose the delivery of new Goods, the replacement of its parts or withdrawal from the contract even if he cannot use the product properly due to the recurrence of a defect after repair or due to a larger number of defects. A recurring defect is usually considered if the same defect occurs for the third time, and a larger number of defects than three defects, which simultaneously affect the Goods and prevent its proper use.

### **Defects leading to insignificant breach of contract**

7.4. If the defective performance is a minor breach of contract, the Buyer has the right to eliminate the defect or a reasonable discount on the purchase price.

7.5. Until the Buyer exercises the right to a discount on the purchase price or withdraws from the contract, the Seller may deliver what is missing or eliminate the legal defect. Other defects





may be removed by the Seller at its option by repairing the Goods or by delivering new Goods; the choice must not cause unreasonable costs to the Buyer.

7.6. If the Seller does not eliminate the defect of the Goods in time or refuses to eliminate the defect of the Goods, the Buyer may request a discount on the purchase price or may withdraw from the contract. The Buyer cannot change the choice without the consent of the Seller.

7.7. If the defect concerns only a part of the product, the Buyer may only request the replacement of this part.

## **8. FINAL PROVISIONS**

8.1. This Complaints Procedure is valid and effective from 1 January 2022 and are issued for an indefinite period. The complaint procedure can be changed by the Seller according to the development of legislation and the regulation of internal processes, the current version is located on the Seller's e-shop. Complaints about the Goods are governed by the wording of the Complaints Procedure valid at the time of concluding the purchase agreement between the Seller and the Buyer regarding the claimed Goods.

8.2. In the event of a dispute, the Seller reserves the right to designate a conciliation body. In case of litigation, the competent place is the court in the Czech Republic.

8.3. The Complaint Form is attached to this Complaints Procedure.

