

# Warranty and Claims

1. This Complaint Procedure (hereinafter also referred to as the GTC) regulates the rights and obligations between METAPOL spol. s r.o. (on the one hand as the contractor/seller) and the customer/buyer (on the other hand) in the application of claims for liability for defects. It applies to the products and services (hereinafter collectively referred to as goods) supplied by METAPOL spol. s r.o., with registered office at Pomezí No. 478, Postcode 569 71, registered in the Commercial Register at the Commercial Register Office in Hradec Králové, Section C, Insert 2998, ID No.: 474 71 255 (hereinafter referred to as METAPOL or the Seller). The customer/buyer of METAPOL's products and services is hereinafter referred to as the buyer in the text of these Terms and Conditions.
2. The valid version of the General Terms and Conditions is published on the website [www.metapol.cz](http://www.metapol.cz).
3. The GTC is an inseparable part of all contracts for work or for the sale of goods (hereinafter collectively referred to as contracts) concluded by METAPOL, and in the situation where the parties agree their rights and obligations in the form of a separate written contract (hereinafter referred to as contract), the provisions of this written contract shall apply in the first place, while the provisions of the GTC shall apply only to the extent not provided for in the contract.
4. The parties are obliged to cooperate in exercising their rights of complaint, in particular in providing access to the defective goods, submitting all necessary documents and information required for the implementation of the remedy (in particular technical documentation) and enabling the implementation of the chosen method of settlement of the claim.
5. METAPOL shall be liable for the goods in accordance with the Civil Code, subject to the reservations set out in the contract and/or in the GTC.
6. The Buyer is obliged to check the quantity and quality of the goods immediately upon receipt.
7. The Buyer is obliged to report any claims to METAPOL without delay and in writing under penalty of invalidity of the claim. In reporting the claim, the Buyer shall provide information identifying the goods delivered and the reason for the claim, and shall state his claim (value of the claim, expected method of settlement of the claim). In case of choosing the entitlement under the warranty, the Buyer is obliged to deliver the warranty certificate to METAPOL.
8. The condition for a successful claim by the Buyer is compliance with the following rules of the claim procedure:
  - the goods must be stored, cared for and handled in accordance with all special requirements, in particular the requirements of the technical documentation and generally accepted technical rules,
  - in the event of a defect, the further processing of the goods, including their assembly, must be abandoned immediately; the goods must be delivered or made available to METAPOL for inspection.
9. Quantitative claims resulting from incorrect loading of the goods or claims for visible defects resulting from transport must be reported by the Buyer in writing immediately after their discovery, at the latest on the day of receipt of the goods. In the case of such claims, the buyer is also obliged to make a note on the delivery note of the damage to the purchased goods (discovery of insufficient quantity or damage).
10. Complaints concerning visible defects (e.g. dimensional deviations, surface quality) other than those mentioned in paragraph 9 above must be reported by the Buyer in writing immediately after their discovery, at the latest within 3 days from the date of receipt of the goods, and only if the goods have not already been processed or assembled.
11. Complaints concerning manufacturing defects of the goods (quality hidden defects), which despite a thorough inspection could not be detected upon receipt of the goods, must be submitted to METAPOL in writing immediately after their detection, at the latest within 3 months from the date of receipt of the goods. Failure to report the claim within the time limits specified in the contract or in the GTC, or failure to provide the required documents

for the settlement of the claim shall result in the loss of any claims of the Buyer under liability for defects against METAPOL.

12. The Buyer is obliged to allow METAPOL to inspect the claimed goods, including carrying out a technical inspection under penalty of losing any claims against METAPOL.

13. The costs related to the use of a forensic expert shall be borne by the party designated by the expert as the party responsible for incurring such costs.

14. In the event of acceptance of the claim, METAPOL shall have the right to choose the final settlement of the claim in relation to the severity of the defect and the costs associated with its elimination (repair, replacement of the goods with new ones or payment of compensation determined by METAPOL, all with the exception of the warranty rights, if these have been specified in the warranty card). In the event that METAPOL accepts the claim but refuses to repair, replace the goods with new ones or pay compensation, the Buyer may demand a reduction in the purchase price or withdraw from the contract.

15. If the Buyer makes it difficult or impossible for METAPOL to settle the claim, he shall lose any claim against METAPOL and METAPOL shall be released from any liability for the claimed defects.

16. The settlement of the Buyer's claims in the above manner excludes the possibility to claim further compensation in the future on account of the claimed defect, in particular to claim damages.

17. In case METAPOL accepts the Buyer's request to exchange the goods for undamaged goods, the Buyer is obliged to return the goods subject to exchange without further requests. In case the Buyer does not return the goods within 14 days from the date of receipt of METAPOL's decision on acceptance of the claim, METAPOL is entitled to suspend the claim procedure. METAPOL shall also have the right to suspend the processing of the Buyer's claims until all outstanding liabilities are paid and all other obligations of the Buyer towards METAPOL are fulfilled.

18. METAPOL shall not be liable for economic losses and lost profits of the Buyer. If METAPOL causes damage to the Buyer by defective performance, its liability for damage is limited to a maximum of 10% of the price of the goods delivered within the specific delivery from which the damage arose. This applies in particular to unforeseeable damages incurred by the buyer in contractual relations with its customers.

18. The Buyer loses all rights to assert any claims on account of defects in the goods received from METAPOL, if he has not inspected the goods at the moment of their receipt, or if he has inspected the goods and has not immediately reported the defects or other irregularities found to METAPOL. The loss of these rights occurs in particular if the buyer has discovered or should have discovered the defect or other irregularities and despite this fact has further processed or assembled the goods.

19. In relations between entrepreneurs, neither the regulation of rights from defective performance of the Civil Code applicable to consumers nor any other stricter regulation shall apply. The rights of defective performance may only be exercised until the expiry of 3 months from the date of acceptance of the goods, unless otherwise stated in this GTC.

20. The warranty applies exclusively and only to goods for which a separate warranty certificate has been drawn up and issued to the purchaser. Unless the warranty certificate specifies a different length of warranty period, the warranty period shall be 6 months from the date of delivery of the goods. The warranty shall not be extended in the case of repair of claimed defects; a new warranty may be given in writing for goods issued in place of the claimed defective goods, the period of this new warranty not being longer than the period of the first warranty.

METAPOL reserves the right to modify the technical parameters in relation to the information given in brochures, drawings and other production materials, in connection with the continuous modernization of the products, which increases the utility of the goods.

22. METAPOL guarantees that the delivered goods comply with the current technological procedures, the requirements specified in the relevant technical standards, as well as the parameters mutually agreed with the Buyer. In relation to all properties and parameters of the goods, the Buyer is obliged to take into account the usual or relevant standards established limits of permissible deviations (tolerances).

23. Any terms specified in the GTC and the Contract shall be interpreted in favour of

METAPOL.

24. Matters not covered by this GTC shall be governed by the provisions of the Civil Code.

25. In the event that certain provisions of the GTC are invalid due to the introduction of different statutory provisions, the remaining provisions of this GTC shall not remain valid.

26. The parties expressly agree that the provisions of Sections 1799 and 1800 of the Civil Code shall not apply to contracts concluded between them (their application is excluded). A contract is only concluded if there is agreement on the entire content of the contract. Section 1740(3) of the NCC is excluded.

27. METAPOL reserves the right to use information about investments, project or operational work carried out with the help of METAPOL products and/or technologies for its marketing purposes, including information about such investment or work in the form of photographs or other graphic form, and to place them in all METAPOL advertising materials.

28. METAPOL and the Purchaser agree to settle all disputed matters arising from the execution of the concluded contracts amicably. In the event that it is impossible to resolve the disputed matters amicably, the local jurisdiction of the court for the resolution of the dispute shall be established according to the registered office of METAPOL.