

Complaints Procedure

ALDA hotel equipment s.r.o.

I. General provisions

1. This Complaints Procedure regulates the rights and obligations of ALDA hotel equipment s.r.o., with its registered office at Oskořinská 162, 289 31 Chleby, ID No. 21978760, VAT No. CZ21978760, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 24018 (hereinafter referred to as the "Seller"), and the Buyer, with whom the Seller concludes purchase contracts for the supply of goods from the Seller's offer (hereinafter referred to as the "Buyer"), in exercising the rights arising from defective performance and rights under the quality guarantee. However, this Complaints Procedure shall not apply if the Buyer is a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "CC").
2. The Complaints Procedure is an integral part of the Seller's General Terms and Conditions (hereinafter referred to as "GTC"), with which it forms an integral part of the purchase contract concluded between the Seller and the Buyer. By agreeing to the GTC, the Buyer agrees to this Complaints Procedure and undertakes to comply with it.
3. Any deviating provisions in the framework agreement, the purchase agreement and the GTC shall always prevail over the provisions of this Complaints Procedure.
4. The Complaints Procedure may be unilaterally amended by the Seller as part of the GTC under the conditions specified in the GTC.
5. The rights and obligations of consumers under liability for defects and the quality guarantee provided are regulated separately in the General Terms and Conditions of ALDA hotel equipment s.r.o. for consumers.

II. Quality guarantee

1. Unless otherwise specified below or agreed otherwise, the Seller provides a guarantee for the quality of the delivered goods, i.e. a guarantee that the delivered goods will be fit for their usual purpose or have their usual characteristics during the warranty period (hereinafter referred to as the "warranty").
2. The Seller warrants the Goods for a period of twenty-four (24) months, subject to the exceptions set out below:

- hotel cosmetics:

- warranty period for the period of expiry.

- bathroom accessories:

- the warranty period for functionality and surface is 10 years, except for the exceptions listed below. This extended warranty does not apply to those consumable parts of the products that are subject to normal wear and tear (handles, plastic parts of the products, plastic accessories, etc.),
- exception: 6 months: replacement plastic brush for toilet brush,
- 24 month exemption: Pumps, cosmetic mirrors and mirrors, brush handles, shower rod sliders, Vintage, Modern, Satin, Ceramik, Nero, Noir, White products, handrails, plastic products, waste bins, shower program, shower shelves, waste baskets, drying rails, plastic products, goods with code 106105181, 106107011, 106107021, 106107031, 106109071, 106109081, 106109091, 106112065, 106101015, 105109075, 105109205, 151109015, 106109091, 102306062.

- used goods:

- the warranty period is set out separately in the enclosed warranty certificate, which is supplied with the goods.

3. The warranty period starts from the delivery of the item to the buyer; if the item has been shipped under the contract, it starts from the arrival of the item at the destination. The second sentence of Section 2115 CC shall not apply.

4. The following defects in the goods or parts thereof are not covered by the quality guarantee:

- - defects caused by improper use, e.g. use of the goods in contravention of the instructions for installation, use and operation (or the requirements of the operating and maintenance regulations) or in contravention of technical standards or other safety regulations applicable in the Czech Republic,
- - defects caused by improper installation or modification or by any other unauthorised interference with the goods or their individual parts without the prior written consent of the Seller,
- - defects caused by physical damage, unavoidable event (natural disaster, accident, etc.), weather conditions, fire, water, lightning or electrostatic discharge,
- - wear and tear caused by normal use,
- - defects caused by improper transport and storage,
- - defects and faults caused by use of the product in aggressive environments such as chemical plants, swimming pools, saunas,
- - defects caused by improper maintenance of the goods (contrary to the cleaning instructions in Annex 1 to this Complaints Procedure or the maintenance instructions supplied with the goods),

- - for goods sold at a lower price, defects for which the lower price was agreed,
- - in the case of second-hand goods, for defects corresponding to the level of use or wear and tear the goods had when they were taken over by the Buyer.

5. The Buyer shall forfeit the rights under the warranty in respect of goods in which the serial number or other elements used to identify the goods or protective seals or stickers or other protective elements used to detect unprofessional handling of the goods have been broken or otherwise damaged or altered, or in which the information on the warranty certificate has been damaged or altered.

III. Liability for defects in goods

1. The Buyer's right from defective performance is based on the defect that the goods have when the risk of damage to the goods passes to the Buyer, even if it appears later. The Buyer's right shall also be established by a defect arising later, which the Seller has caused by a breach of his obligations.

2. The buyer has no rights from defective performance if:

- - a defect which the Buyer should have known with the exercise of ordinary care already at the conclusion of the purchase contract;
- - for goods sold at a lower price, the defects for which the lower price was agreed;
- - wear and tear caused by normal use of the goods;
- - in the case of second-hand goods, defects corresponding to the degree of use or wear and tear which the goods had when they were taken over by the Buyer.

3. The Buyer's rights from defective performance are not affected if the defect was caused by the use of the item that the Buyer handed over to the Seller. This does not apply if the Seller has timely warned the Buyer of the unsuitability of the delivered item and the Buyer insisted on its use, or if it is proven that he could not have discovered the unsuitability of the delivered item even with sufficient care. This also applies if the defect of the goods was caused by the Seller's procedure according to designs, samples or documents provided by the Buyer.

IV. Procedure for claiming defects under the quality guarantee and defective performance

1. The buyer is obliged to notify (claim) the defects covered by the warranty to the seller without undue delay after their discovery and at the same time no later than the end of the warranty period. The Buyer is obliged to report (claim) defects covered by the Seller's liability for defects to the Seller without undue delay after the Buyer has been able to discover them by timely inspection of the goods and sufficient care. In the case of latent defects covered by the Seller's liability for defects, the same shall apply, provided that the defects must also be asserted within two (2) years of delivery of the goods at the latest. Notification of defects must be made in writing or by means of distance communication.

2. If the Buyer fails to notify the Seller of the claimed defects in time, the Buyer shall lose the rights under the warranty provided and the rights under the Seller's liability for defects and the Seller shall not be liable to the Buyer for such defects.

3. Unless otherwise agreed, the Buyer is obliged to deliver the claimed goods without undue delay after notification of defects to the Seller's premises in the original packaging. The Buyer may deliver the claimed goods to the Seller in person or send the claimed goods by a shipping company or deliver the goods to the Seller during the working hours of the Seller's premises in another appropriate manner. When making a claim in person, the Buyer is obliged to present the purchase document including the warranty certificate, if it was delivered with the goods. If the claimed goods are shipped, the Buyer is obliged to enclose with the goods a cover letter specifying the defect claimed, a copy of the purchase document and the warranty certificate, if enclosed, and the Buyer's contact details.

4. The cost of returning the claimed goods shall be borne by the Buyer and the cost of sending the goods to the Buyer after the claim has been settled shall be borne by the Seller in the event of the claim being accepted. If the claim is not accepted, the goods will be sent back to the Buyer at the Buyer's expense. The Seller shall not be liable in the event of a claim for any defects arising in the shipment of the goods to the Seller.

5. If the Buyer fails to deliver the claimed goods including all accessories received, then in the event of the Buyer's withdrawal from the contract, the Buyer will be refunded the purchase price less the price of the undelivered accessories.

6. In the event of a timely claim and defective performance covered by the Seller's liability for defects or warranty, the Buyer shall be entitled to:

- a) delivery of new goods without defect, or delivery of missing goods or removal of legal defects of the goods;
- b) for the repair of the goods.

The choice of how to solve the claimed defect is up to the Seller.

7. The method of resolving the complaint shall be specified by the Seller without undue delay after receipt of the claimed goods, but no later than seven (7) working days after receipt of the claimed goods, in writing or by means of remote communication.

8. In the event that the Seller notifies the Buyer that the claimed defects for which the Seller is responsible will not be removed by the Seller, or in the event that the claimed defects for which the Seller is responsible will not be removed by the Seller within a reasonable period of time, but which

shall always be longer than fourteen (14) days from the receipt of the claimed goods in their original packaging, the Buyer shall have the right, at its option, to:

- a) a reasonable discount on the purchase price of the goods;
- b) withdraw from the contract of sale.

The Buyer cannot change the choice made without the consent of the Seller.

9. The buyer cannot withdraw from the purchase contract if the goods cannot be returned in the condition in which he received them.

This does not apply,

- a) if the condition of the goods has changed as a result of an inspection to detect a defect in the goods,
- b) if the Buyer used the goods before the defect was discovered,
- c) the Buyer has not caused the impossibility of returning the goods in their unaltered condition by act or omission; or
- d) if the Buyer sold the goods before the defect was discovered, consumed them or altered the goods in normal use; if this happened only in part, the Buyer shall return to the Seller what he can still return and shall compensate the Seller to the extent that he benefited from the use of the goods.

V. Final provisions

1. This Complaints Procedure comes into force on 1.2.2022 and is available at the premises of ALDA hotel equipment s.r.o. and electronically at www.alda.cz.

2. The provisions of Sections 2106 and 2017 of Act No. 89/2012 Coll., Civil Code, as amended, shall not apply.