

Complaint Procedure

Complaint Procedure of the Company (Terms and Conditions (TaC) for complaints)

Kubacka NatureLAB, s.r.o (Ltd.),

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It is based on the Civil Code; - Act No. 89/2012 Coll. and the Consumer Protection Act No. 634/1992 Coll., as amended.

The Buyer confirms his/her consent to the Complaints Procedure (Returns Policy) by accepting the invoice (tax documents also serve as a warranty card), by signing the Purchase Contract, or by taking over the goods from the carrier and confirming it with his/her signature. The goods are meant as taken over by taking them over at the Seller's premises or taking them over from the carrier or picking them up at the post office. The Complaints Procedure is an integral part of the General Business Conditions and Technical Terms and Conditions, which are available at the website www.nature-lab.cz

Article 1 Introductory Provisions

The rights of the Buyer from defective performance (hereinafter referred to as "Claims") must always be exercised in accordance with this Complaints Procedure (Returns Policy). Any matters not governed by this Complaints Procedure (Returns Policy) are to be governed by the legislation of the Czech Republic. The Seller shall inform the Buyer of this Complaint Procedure in an appropriate manner (Company's website) and, upon request of the Buyer, shall transmit it to him/her in text form. The Seller is not liable for any defects in the following cases:

- if the defect is on the goods at the time of receipt and for such a defect is negotiated discount from the purchase price,
- if the goods are already used and the defect corresponds to the level of use or wear and tear that the goods had upon receipt by the Buyer,
- the defect was caused by wear and tear caused by a usual use, or if it results from the nature of the thing (e.g. expiration of the service life),
- the defect is caused by the Buyer and was caused by improper use, improper storage, improper maintenance, improper intervention of the Buyer or mechanical damage,
- the defect arose as the result of an external event outside the influence of the Seller

Article 2 Quality at Take-over

The Seller is liable to the Buyer that the items being taken over have no defects upon receipt; and that at the time when the Buyer took over the item in accordance with the provisions of Section 2161 of the Civil Code:

- the items (the goods) have the characteristics that the Buyer has negotiated with the Seller, and if there is no agreement, they have to show such characteristics that the Seller or the manufacturer described or which the Buyer expected with regard to the nature of the Goods and based on the advertising carried out;
- the items (the goods) must be suitable for the purpose declared by the Seller or to which the items of this kind are usually used;
- the items (the goods) are meant as the items (the goods) in appropriate quantity, measure or weight and

- the items (the goods) shall comply with the requirements of the legislation.

If upon receipt by the Buyer the goods do not comply with the above-specified requirements, the Buyer shall be entitled to get new goods without defects, unless this is disproportionate due to the nature of the matter. If a defect concerns only a part of the items (the goods), the Buyer may only request replacement of the part thereof; if this is not possible, he/she may withdraw from the Contract and request return of the purchase price in full. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without any undue delay, then the Buyer shall be entitled to free resolving of the defect. If the Buyer fails to withdraw from the Contract or if he/she fails to exercise the right to deliver new goods without defects, to replace the parts or to repair, he/she may require a reasonable discount on the purchase price. The Buyer shall be entitled to a reasonable discount even if the Seller cannot deliver new goods without defects, replace a part of them or repair them, as well as if the Seller fails to remedy the problem within a reasonable time or if such remedy would cause the consumer considerable difficulties. If the defect occurs within six months following receipt of the goods, it is considered that the goods were defective already at the time of receipt.

Article 3 Complaint

The Buyer shall be entitled to place a complaint with the Seller at his/her registered office or in the place of business, with an authorized employee. The Buyer is obliged to prove that he/she has the right to place the claim, in particular to prove the date of purchase, either by submitting a sales document or in another credible way. The Buyer is not entitled to claim a defect that has been claimed in the past if a reasonable discount on the purchase price has already been granted. If exercising the right to claim defects should cause significant difficulties for the Consumer, in particular because the item cannot be delivered to the place of claim in the usual way or the goods are already installed, the Seller shall assess the defect in agreement with the Buyer either on site or in another way. In such the case, the Buyer is obliged to provide the Seller with necessary cooperation. The Buyer is obliged to complain obvious defects, caused for example by transportation, etc., without any undue delay after the defects were detected during inspection of the goods carried out at the time of acceptance, but no later than within 2 working days and with a relevant carrier (e.g. Czech Post Office, etc.). Any hidden defects must be handled without any undue delay after their detection, but not later than at the end of the warranty period. A test of the claimed goods is to be carried out in accordance with usual standards.

Article 4 Guarantee for Quality of Goods

The Seller shall provide guarantee for quality of all goods and their completeness, at least 24 months, for the strength of welds of metal structures 5 years, unless mutually agreed in the Contract otherwise. The warranty period begins on the date of delivery of the goods or services to the Buyer.

Article 5 Deadline for Exercising the Rights

The Buyer may exercise his/her rights from defective performance within 24 months following the receipt of the goods; and within 5 years of the receipt of the goods in case of strength of welds of metal structures. After the deadline, the right to claim defects cannot be exercised against the Seller, unless the contractual parties agree otherwise or unless the Seller provides a special guarantee for quality beyond the scope of his/her legal obligations. The Buyer shall exercise his/her rights from defective performance without undue delay after he/she finds that the goods are defective. Upon discovery of obvious defects or incompleteness of the delivery, he/she shall immediately notify the Seller in writing. The Seller is not responsible for any increasing the extent of damage if the Buyer uses the goods although knowing about the defect. If the Buyer legitimately claims a defect against the Seller, the deadline for exercising rights from defective performance does not run for the period during which the goods are under repair and the Buyer cannot use them. The Buyer shall be aware that replacement of the goods within the framework of the settlement of the claim is not any reason for a new period for exercising the rights from the defective performance to run. The deadline period will expire 24 months after the receipt of the claimed goods. The period for exercising the rights from defects cannot be considered as determining the service life of the goods, which varies with regard to the characteristics of the product, its maintenance and correctness and intensity of use or the agreement between the Buyer and the Seller.

Article 6 Settlement of Claims

The Seller is obliged to decide on the complaint immediately, in more complex cases within three business days. This period does not include the time required for expert assessment of the defect. The Seller is obliged to provide the Buyer with a written confirmation stating the date and place of the claim, the characteristics of the alleged defect, the method of settlement of the claim requested by the Buyer and the method in which the Buyer will be informed of its settlement. The claims, including removal of the defect, must be settled without undue delay, no later than 30 days following the date of the claim, unless both the Seller and the Buyer agree on a longer period. A futile expiry of this period is considered as a material breach of the Contract. The Seller is obliged to confirm a method of handling the complaint and the duration of the complaint in writing to the Buyer. The Buyer is not entitled to change a chosen method of handling the claim without the consent of the Seller, except when the chosen method of solution cannot be implemented at all or in time.

The following goods will not be accepted for warranty repair:

- the goods damaged by nature elements such as water, fire, lightning or other electrical discharge, etc.;
- the goods with the expired warranty period on the day of submission (delivery) of the goods for complaint;
- mechanically damaged goods except for usual wear and tear;
- the goods without proof of the origin of purchase
- the goods damaged by improper use in violation of the instructions for use or the normal principles of use of the goods
- the goods damaged by unprofessional service intervention

The Buyer is obliged to take over the claimed goods within 30 days following the date on which the complaint was to be dealt with at the latest; after this time the Seller is entitled to charge for adequate storage or to sell the goods at his/her own account. The Seller must notify the Buyer of this procedure in advance and provide him/her with a reasonable additional time to take over the goods.

Article 7 Liability of the Seller for Defect that is a Material and Non-Material Breach of the Contract

The Seller's liability for defects that constitute a material or non-material breach of the Contract shall apply to defects of the goods incurred within 24 months following the date of receipt, for the defects for which the quality liability at the takeover pursuant to Article 5 shall not apply. The defect is considered to be a material breach of the Contract if the Buyer did not conclude the Contract in the event that he/she foresaw the defect at the time of conclusion of the Contract; in any other cases it is a defect that is not a material breach of the Contract. If the defect is meant as a material breach of the Contract, the Buyer has the right at his choice to deliver a new item (new goods), repair, reasonable discount – or to withdraw from the Contract (with the right to get returned the purchase price in full). If the defect is an insignificant breach of the Contract, the Buyer has the right to have the defect remedied or to get a reasonable discount. The Buyer has the right for delivery of the new faultless goods, replacement of a part, discount on the price or withdrawal from the Contract regardless of the nature of the defect, unless he/she can properly use the goods for the repeated occurrence of the defect after repair or for a larger number of defects.

Article 8 Costs of Complaints and Dispute Resolution

If the claim is recognized as justified, the Buyer shall be entitled to reimbursement of the costs incurred in connection with the exercise of his/her right. If the Seller rejects the complaint as unauthorized, then the Buyer, or both the Contracting Parties upon agreement with the Seller, may contact a court expert in the field and request the processing of an independent expert assessment of the defect. If there is no agreement between the Buyer and the Seller, then in such the case the Buyer may undergo the existing systems of out-of-court settlement of consumer disputes, in particular the system www.vasestiznosti.cz, or the competent court. Article 9 Contractual Quality Guarantee (Warranty). If the Seller has provided a quality guarantee beyond the scope of his/her legal obligations, such application is to be governed by this Complaints Procedure (Returns Policy), unless the confirmation of the Seller's obligations for defective performance (warranty certificate) or the Contract stipulates otherwise.

Opava, date 1 July 2022

Jakub Kubačka – Managing Director of Kubacka NatureLAB s.r.o. (Ltd.)