



## RETURN POLICY

### I. The buyer's right to claim defective goods

**a)** In the event of a defect in the purchased goods, the buyer has the right to claim the defect on receipt of the goods or during the warranty period. **JAST ART s.r.o.**, with its registered office at **Luka pod Medníkem 17, Jílové u Prahy, ID: 04021070**, registered in the Commercial Register kept by the Regional Court in Prague, file number C241255 as ("Seller") is responsible for the fact that In accordance with the contract of purchase, in particular, it is free from defects. Conformity with the contract of sale is further understood that the goods sold have the qualities and utility properties

of a thing of a kind that is customary to the requirements of law regulations and the purpose stated by the seller for the use of the thing or for which the thing is usually used. **The Seller** is responsible for defects that appear as a conflict with the purchase contract at the time and under the conditions stipulated by regulations. The Buyer's rights from defective performance shall not arise in the cases referred to in points **(b)**. The Buyer's rights from defects shall give rise to defects in the goods upon receipt, even if they become apparent later, and later defects, if the Seller caused them to breach their obligations.

**b)** The claim cannot be claimed for defects of the goods for which the discount was provided and also for defects caused by the buyer after taking over the goods during their own deposition, assembly and customization or by non-observance of the rules for "**INSTRUCTIONS FOR USE AND TREATMENT**", and defects resulting from use in humid or chemically aggressive environments.

The rights of the buyer from defective performance do not apply to the wear and tear of the thing caused by its normal use, then the legal relations established by the contract beyond these "**Conditions**" would be governed by the Civil Code

(No. 89/2012 Coll.).

### II. Place and Time of complain

The buyer lodges a complaint in the registered office of **JAST ART s.r.o.** The Buyer is obliged to notify, without undue delay, when the defect was discovered and is obliged to perform an early inspection of the goods immediately after its receipt.

### III. Ways of proving the complain

By purchasing the claimed goods, the buyer proves best by the relevant sales document or in any way from which it is clear when and where the goods were purchased, together with the delivery of the claimed goods. Failure to comply with the above conditions may not be accepted.

### IV. Procedur efor filing and handling complaints

The buyer arrives at the place of claim and claims by claiming a specific defect (by indicating a defective property or describing the manifestation of a defect) and informing the seller of the specific claim under point 6 or 7 from liability for defects. The seller is obliged to write a complaint protocol with the buyer at the place of claim, in accordance with point 3 of the complaint procedure. Complaints, including the removal of defects, will usually be settled within 30 days of its application. If the buyer is not satisfied with the settlement of the complaint even after a possible investigation of the case by the company management, he can exercise his right through the court or turn to the Czech Trade Inspection. When settling the claim by withdrawal from the contract or exchange of goods, the "**Seller**" and the "**Buyer**" agree on the method of return or replacement of goods.



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### V. Deadline for making a complaints

The period for asserting rights from defects shall be 24 months from receipt of the goods, unless the Seller expressly specifies a longer warranty period. If the claim of the goods or its parts is handled by repair, the warranty period does not include the period from the claim to the time when the buyer after the repair was obliged to take over the thing. The seller is obliged to give the buyer confirmation of when the complaint was made, as well as about the repair and its duration. If the Buyer's complaint is settled in exchange for defective goods for faultless goods, the goods received by the Buyer shall be covered by the warranty period.

### VI. Defects not constituting the material breach of contract

Defects not constituting **the material breach of contract are considered** to be defects whose removal does not impair the appearance, function and quality of the goods. If such defects occur, the buyer has the right to free, proper and timely removal of the defect by repairing the defective goods. If this is not disproportionate due to the nature of the defect, the buyer may require replacement of the goods or replacement of a part of the goods, if the defect concerns only a part. If such a procedure is not possible, the buyer may request a reasonable discount on the price of the goods. The choice of the claim belongs to the buyer, but he is entitled to withdraw from the contract only if the seller fails to meet the legitimate request of the buyer without legal reason.

However, **the seller** may always replace defective goods with functional goods instead of removing the defect. If these defects are concerned, but the buyer cannot properly use the defect after repair or due to a large number of defects, he has the right to exchange goods or to withdraw from the contract.

### VII. Defects constituting the material breach of contract

**Defects constituting a material breach of the contract** are considered to be such a defect that cannot be removed or its removal is not effective taking into account all relevant circumstances, or the defect, which the buyer knew, would not conclude the contract.

**In the case of these defects, the buyer has the right:**

- a) require the replacement of goods for new faultless ones
- b) request repair
- c) claim a reasonable discount
- d) withdraw from the contract of sale

If the nature of the defect does not prevent the proper use of the goods as defect-free goods (e.g. aesthetic defects) and the customer does not require replacement of the goods, he has the right to a reasonable discount on the purchase price or he can withdraw from the contract. When providing the discount, account shall be taken of the nature of the defect, the degree and manner of wear and tear of the product, the duration of its use and the possibilities for its further use.

### VIII. Providing discounts

In determining the amount of the discount, the extent of the defect and the degree of damage shall be taken into account.

### IX. Related regulations

Act No. 89/2012 Coll., Civil Code, as amended

### X. Final provision

This Complaints Procedure applies to the Czech Republic and applies to non-business buyers. These Complaints Rules come into effect on **1 January 2020**.

