

Complaints procedure

Pro Tool Solutions s.r.o.

VALID FROM 01.01. 2024

1. These complaints procedures regulate the procedure and conditions for exercising rights and claims from liability for defects in the delivery of goods by Pro Tool Solutions s.r.o. (hereinafter referred to as the company) during the warranty period.

2. These Complaints Procedures are part of the General Business and Delivery Terms and Conditions for the supply of goods or services. Deviating provisions in the contract shall take precedence over the wording of the General Business and Delivery Terms and Conditions and the Complaints Procedure. The wording of the General Business and Delivery Terms and Conditions shall take precedence over the wording of the Complaints Procedure.

3. The company's deliveries shall mean the supply of goods or services (hereinafter referred to as goods) on the basis of contracts concluded with their buyers/clients (hereinafter referred to as the customer). By concluding the relevant contract with the supplier, the customer agrees to these Complaints Procedures in the version valid on the date of conclusion of the contract.

4. The prerequisite for the possibility of exercising rights and claims from liability for defects and for the settlement of complaints is that the customer has fulfilled all obligations incumbent on him under the concluded contract.

5. The customer is not entitled to transfer the rights arising from liability for defects to third parties without the consent of the company.

6. The company is liable to the customer for ensuring that the goods, when taken over by the customer, comply with the purchase agreement and the documentation provided by the customer.

7. The customer is obliged to inspect the goods immediately and with due care upon taking over.

8. The customer may request, if the nature of the goods allows, that the goods be inspected in front of him.

9. If the goods have obvious defects when the buyer takes over, i.e. they do not comply with the purchase contract and documentation, the buyer has the right to have the company bring the goods into a condition that complies with the purchase contract and documentation free of charge and without undue delay, at the buyer's request either by replacing the goods or repairing them. If such a procedure is not possible, the buyer may request a reasonable discount on the price of the goods sold or withdraw from the contract. This does not apply if the buyer knew or could have known about the discrepancy with the purchase contract and documentation before taking over the goods, or if the discrepancy with the purchase contract was caused by the buyer himself. In such a case, the defect shall be borne by the buyer.

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.

10. The company is liable for defects that appear as a contradiction with the purchase contract and documentation after taking over the goods during the warranty period (warranty for defects). The warranty period for the goods is 12 months for purchases with a business registration number and 24 months for consumers. The warranty periods begin to run from the receipt of the goods by the customer. If it is necessary to deliver the delivered goods including assembly, the warranty period will only start to run from the date the goods are put into operation. The customer undertakes to provide and perform the service with the necessary cooperation.

11. The warranty for the delivered goods does not apply to wear and tear caused by normal use.

12. If the delivered goods, their packaging or the instructions for them indicate an expiration date and instructions defining the area and method of use, the warranty cannot be applied in cases where the goods were used after this period or the instructions in the instructions were not followed.

13. The company provides a quality guarantee for its performance in accordance with the relevant provisions of the Civil Code No. 89/2012 Coll. The warranty period is agreed in the contract. Rights from liability for defects in goods for which the warranty period applies shall lapse if they are not applied within the warranty period. Unless the warranty period is stated differently in the contract, this warranty period applies, which is 12 months for purchases made with a business registration number and 24 months for consumers. 14. Rights from liability for defects are exercised by the company without undue delay and always by the customer.

The customer can exercise their rights from defects in writing using the CUSTOMER COMPLAINT RECORDING SHEET form. The form can be downloaded from the company's website: <https://protoolsolutions.cz>. All information in the form must be filled out in the defect claim so that the company can accept this claim for processing.

15. If the customer meets the requirements for a complaint for a defect according to these complaints rules, the company will accept the complaint for settlement; otherwise, it will reject the complaint. Based on the complaint, the company will determine what performance and what the defect in performance is in question. If it is not a defect in performance covered by the company's guarantee, it will notify the customer of this. If the notification of the defect was not made in writing, i.e. by letter, fax or e-mail, the company will prepare a report on receipt of the complaint, which will be sent to the customer for confirmation. Based on the confirmed report on receipt of the complaint, the company will evaluate the defect in the performance. The company has the right to choose the method of resolving the complaint, which must be appropriate to the nature of the defect. The person competent to decide on the method of resolving the complaint or rejecting the complaint on the part of the company is the sales director or an employee authorized by him.

16. If the justified complaint concerns a defect that can be removed, the customer has the right to have it removed free of charge, in a timely manner and properly, and the company is obliged to remove the defect without undue delay. If this is not disproportionate given the nature of the defect, the customer may request the replacement of the goods, or if the defect concerns only a part of a larger good, the replacement of the part. If such a procedure is not possible, the customer may request a reasonable discount on the price of the goods or withdraw from the purchase contract.

17. The period for assessing the validity and settlement of a complaint, including the removal of the defect, is 30 days, unless a longer period is deemed reasonable in the circumstances. In cases where the company requests the goods or part thereof at its disposal to assess the claimed defect, the period for assessing the validity of the complaint and for removing the defect shall run from the date on which the company has the goods or part thereof at its disposal and the company is enabled to carry out the necessary investigations.

18. If the justified complaint concerns a defect that cannot be removed and which prevents the goods from being used properly, the customer has the right to exchange the goods or has the right to withdraw from the purchase contract. The same right shall apply to the company if the defects are removable, but if the customer cannot use the goods properly due to the recurrence of the defect after repair or due to a large number of defects. A repeated occurrence is considered to be if the same defect occurs again after the previous three repairs. Depending on the circumstances of the specific case, a greater number of defects can be considered to be at least four defects of the goods, where the buyer cannot use the item for a long time due to this greater number of defects, so that he cannot be fairly required to continue to suffer such a restriction.

19. In the case of other irremovable defects and if he does not request the replacement of the item, the buyer has the right to a reasonable discount on the price of the item or may withdraw from the contract if the buyer notified the defect of the item in time.

20. Rights arising from liability for defective performance for which the warranty period applies shall lapse if not exercised within the warranty period.

21. If goods are replaced on the basis of an acknowledged complaint, the warranty period is interrupted for the period during which the complaint was handled. The same applies if a component for which a guarantee was provided is replaced.

22. The complaint, including the removal of the defect, must be handled without undue delay, no later than 30 days from the date of the complaint, unless the seller and the buyer agree on a longer period.

23. If the complaint is assessed as unjustified and rejected, the customer will be notified in writing or by electronic means, stating the reasons for the rejection of the complaint. The costs incurred by the company in connection with an unjustified complaint are borne by the customer. A handling fee of CZK 3,000 excluding VAT will be charged for each such complaint.

24. The customer shall make a complaint about defects by means of a written notification, or in exceptional cases by telephone to the supplier's address:

Pro Tool Solutions s.r.o., Školní 587, 35751,
Kynšperk nad Ohří
tel.: +420 608 33 11 61
e-mail: obchod@protoolsolutions.cz

25. The warranty does not apply to the following cases:

- defects arising as a result of the transport of the goods by the customer,
- defects caused by, or as a result of, the assembly and if the following were carried out: assembly, repairs and changes to the goods by the customer or a third party,
- defects caused by other activities of the customer or a third party,
- natural wear and tear caused by the usual use of the goods,
- damage caused by unprofessional or negligent handling or interventions or adjustments,
- use for an inappropriate purpose or by other influences not foreseen by the contract,
- cases specified in the relevant contract or commercial terms and conditions
- defects caused by the use or installation of the goods, which are contrary to the instructions for its use,
- defects caused by the action of foreign substances,
- damage caused by force majeure,
- on goods with damaged labels, serial numbers, or bearing signs of unprofessional repair,
- defects caused by the use of the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical influences of the environment for which the goods are intended.

In Prague on January 1, 2024

Pro Tool Solutions s.r.o.

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