

RULES FOR CLAIMS OF DEFECTS

Introduction

The Rules for Claims of Defects establish the procedure for the customer and the company **deelive atelier, a.s.** in cases when, in spite of all of the efforts of the company **deelive atelier, a.s.** (hereinafter the “**Seller**”) to ensure the high quality of the goods it offers, there arise justifiable grounds on the part of the customer to exercise rights relating to liability for defects to sold goods. Within the framework of the legally mandated period of warranty, claims of defects are governed by the Civil Code (Act No. 40/1964 Coll.) § 619-627 as amended and by the Consumer Protection Act, taking the Rules for Claims of Defects into consideration.

The **Buyer** shall become familiar with the Rules for Claims of Defects and the General Terms and Conditions before ordering goods. By accepting goods from the Seller, the Buyer agrees to the Rules for Claims of Defects set forth below. As a certificate of warranty, with all purchased goods, **the Seller** shall issue proof of purchase – an invoice and a packing slip with all of the formalities of an accounting document and other information necessary for a warranty claim (name of the goods, date, price, quantity, order number).

These Rules for Claims of Defects apply to private individuals; for entrepreneurs, the conditions for claims of defects are governed by the Commercial Code.

Terms of Warranty

The warranty period is counted from the acceptance of the goods by the **Buyer**. The warranty period established by law is 24 months. For light sources, however, a differentiation must be made between the warranty and the service life; the service life may be much shorter. The warranty applies to defects of material and workmanship, which may appear during the warranty period. Defects are corrected free of charge, and depending on the type of product, defects may be handled by an exchange of the product, replacement of a defective part, or repairs performed at a service center.

The warranty does not apply to:

Improper installation. Improper use of equipment. Violation of the operating conditions established by the manufacturer. Mechanical damage. Breakage or cracking of glass or other fragile parts occurring after receipt and not caused by defective material. Damaged caused during transporting of goods. Natural wear and tear of the goods (or their parts) caused by use. In such a case, the shorter service life of a product cannot be regarded as a defect, and it cannot be claimed as such.

Voiding of the warranty

The warranty is voided prematurely if any person not authorized by the Seller tampers with the equipment outside of the framework of routine installation. Defects caused by failure to comply with the rules of operation, fluctuations of the electrical power supply, chemical or galvanic effects, or cases of a *vis major* are also excluded from the warranty. Compensation may not be sought for damages in connection with a product that have been caused by improper installation, improper use, tampering, or negligence.

In case of damaging of the goods during delivery

In cases of visible damage to the packaging, the **Buyer** is not required to accept delivery. The Buyer may also inspect the contents of the parcel in the presence of the carrier, and if the goods are found to be damaged, the

Buyer is again not required to accept delivery. The carrier shall then write a report with the addressee concerning the defect, and the parcel shall be returned to the sender.

If the packaging is not damaged, but the contents are damaged, or if the contents of the parcel are incomplete, the Buyer is required to report such fact to the sender (Seller) without delay and in a verifiable manner, ideally with photographic documentation by e-mail to the address sales@deelive.cz, by telephone to the number: **+420 604 461 569** or by mail sent to the Seller's address: **deelive atelier, a.s., Špálova 444/6, 160 00 Prague 6 - Střešovice, Czech Republic.**

Subsequent claims of incomplete contents or of external damage of the parcel give the Seller the option of proving that there has been no violation of the terms of the Purchase Agreement. The place for claiming a defect is the headquarters of the seller: **deelive atelier, a.s.**

Method and place for claiming a defect

If, when an item is received by the Buyer, the item is not in accordance with the Purchase Agreement (hereinafter a discrepancy with the Purchase Agreement), the Buyer is entitled for the Seller to remedy the situation so as to comply with the Purchase Agreement free of charge and without undue delay, either by exchanging the item or repairing it as requested by the Buyer. If such a procedure is not possible, the Buyer may demand an appropriate discount of the purchase price or may withdraw from the agreement. This does not apply if the Buyer was aware of the discrepancy with the Purchase Agreement before accepting the item or if he/she has caused the discrepancy with the Purchase Agreement.

A discrepancy with the Purchase Agreement that appears within six months of the date of acceptance of the item is regarded as a discrepancy already existing upon the item's acceptance, unless this is contrary to the facts or unless proven otherwise. If the defect can be corrected, the Buyer is entitled for the defect to be duly and promptly corrected, and the Seller shall correct the defect without undue delay. Unless it would be excessive given the nature of the defect, the Buyer may demand the replacement of the item, or of the defect involves only a component of the item, the replacement of the component. If such a procedure is not possible, the Buyer may request an appropriate discount from the price of the item or may withdraw from the agreement. In case of a discount, no later claim may be made for the defect.

The Buyer may send defective goods claimed as defective by courier service to the address of the place of business of **deelive atelier, a.s.** The package should be visibly marked with the word **"REKLAMACE"** (claim of defect), and it must contain: the goods claimed as defective including all accessories and a duly completed **Defect Claim Form** (available at www.deelive.cz). To facilitate the exact identification of the origin and defect of the goods, the Buyer must enter into the form a detailed description of the defect and all required information including contact information for the Buyer, and everything must be affirmed by the signature of the Buyer (claimant). We recommend also enclosing a copy of the proof of purchase.

The Buyer shall document the validity of the warranty by submitting proof of purchase, and if a claim of defect has already been made for the goods, also documentation of that claim. The same order number must appear on the documentation of acquisition (proof of purchase or documentation of a claim). After presentation or delivery of the item claimed as defective, a claim report is drawn up in duplicate, containing the contact information of both parties, information about the item claimed as defective, the number of items, the date of receipt, and the method of handling the claim requested by the customer. The customer making the claim receives only copy, and the Seller receives the second copy.

The Seller shall decide on a claim immediately, or within three business days in more complicated cases. Until that deadline passes, the reasonable deadline for an expert evaluation of the defect depending on the type of product or service is not counted. The Seller shall handle claims of defective goods without undue delay, and

no later than within 30 days of the date following the exercising of the claim by the Buyer. If a claim is sent by mail, the day following delivery of the product to the Seller is counted as the first day of the thirty-day deadline, and the Seller is then required to turn over the product for delivery back to the Buyer no later than by the 30th day. The Seller is not responsible for the length of time for delivery of the parcel.

After the handling of a claim, the Seller shall notify the Buyer about completion of the claim process either by telephone, text message, or e-mail. If the goods were sent by a courier service, they will be sent to the address of the Buyer automatically after the claim is handled. On the basis of the decision on the handling of the claim of defect, the Consumer is required to accept the item claimed as defective when called on to do so; otherwise, the Seller shall proceed in accordance with § 656 of the Civil Code.

If you are unsure about how to proceed, please contact us by e-mail, and we will gladly advise you.

Contact info: **phone: +420 604 461 569, e-mail: sales@deelive.cz www.deelive.cz**

Mailing address: **deelive atelier, a.s., Špálova 444/6, 160 00 Prague 6 – Střešovice, Czech Republic.**