



ROJA - CONSULT s.r.o. Complaints Procedure

This Complaints Procedure forms an integral part of the General Terms and Conditions (hereinafter referred to as "GTC") of the Supplier - the company RoJa - Consult s.r.o., CompanyID 09721037, registered in the Commercial Register maintained by the Regional Court in Ostrava under file number C 83770, with its registered office at the address description no. 18, 751 05 Kokory.

§ 1 Basic Provisions

- 1) The Customer is obliged to familiarise themselves with the Complaints Procedure and the GTC before entering into the Contract.
- 2) By entering into the Contract, the Customer confirms that they have read this Complaints Procedure, including the pre-contract notification, and that they expressly agree to it in the version valid and effective at that time. The Complaints Procedure forms an integral part of each Contract.
- 3) The definitions of terms contained in this Complaints Procedure take precedence over the definitions in the GTC. If the Complaints Procedures do not define a term, it shall be understood in the meaning defined in the GTC. If it is not defined there, it shall be understood in the meaning in applicable legal regulations.
- 4) This Supplier's Complaints Procedure is publicly available on the Supplier's Website and in paper form at its registered office.
- 5) The provisions of the Complaints Procedure shall apply, with necessary changes, if a quality guarantee has been agreed in the Contract.

§ 2 Defective Performance

- 1) The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding regulations, in particular the provisions of Sections 1914 to 1925, 2099 to 2112, and 2615 of the Civil Code.
- 2) The Supplier shall deliver to the Customer goods/services which, at the time of handover and acceptance, have the properties specified in the Contract, are fit for purpose, and comply with the requirements of legal regulations applicable in the Czech Republic.
- 3) The Customer does not have the right to refuse to accept the goods/services due to minor defects that, either individually or in combination with others, do not prevent their use or significantly limit their use.
- 4) The Customer is entitled to exercise their right regarding a defect that occurs in the goods/services without undue delay after the defect has been discovered, or should have been discovered during a proper and timely inspection, and no later than 12 months from the date of transfer of risk of damage to the Customer. For the avoidance of doubt, this period does not establish rights for the Customer under the quality guarantee, but only defines the period within which rights arising from defective performance can be exercised.

5) The goods/services are defective if they do not have the agreed properties. The provision of other goods/services and defects in the documents necessary for the use of the goods/services are also considered defects.

6) The Customer's right to claim for defective performance is based on the defect that the goods/services have upon delivery, even if it becomes apparent later.

7) The Customer does not have the right to claim for defective performance if the Customer knew that there was a defect before accepting the goods/services, or if the Customer caused the defect themselves.

8) Rights arising from defective performance do not apply to damage caused to the goods/services (if such activity is not a usual activity and is not prohibited in the instructions for use), in particular:

- (a) mechanical damage;
- (b) improper handling, service, or neglect of care;
- (c) damage caused by excessive loading or use contrary to the conditions specified in the documentation or general principles;
- (d) by performing unqualified intervention or changing the parameters of use;
- (e) modification by the Customer, if the defect arose as a result of such modification;
- (f) damage caused by natural elements or force majeure;
- (g) a change in legislation.

§ 3 Exercising Rights from Defective Performance (Complaint)

1) By entering into the Contract, the Customer expresses their agreement with the terms and conditions of the complaint stated herein.

2) If the Customer does not notify the defect in timely manner, they lose their rights relating to the defective performance.

3) The Customer shall submit a complaint to the Supplier at the address of its registered office or by email at: info@melkov.cz. The moment of submitting a complaint is considered to be the moment when the Supplier receives notification of the complaint from the Customer, together with a description of the defect, how it manifests itself, the frequency of its occurrence and the date on which the defect first manifested itself, supplemented by photographs of the defect. When submitting a complaint, the Customer shall provide sufficient contact information (in particular, name or business name, return address, telephone number and email) along with their preferred method of handling the complaint.

4) The Supplier shall initiate the complaint procedure upon receipt of the complaint notification. The Customer shall provide the necessary cooperation to resolve the complaint and shall ensure that the Supplier has access to the goods/services to the extent necessary for verification and removal of the defect.

5) The Supplier is entitled to request a personal inspection of the claimed goods/services for the purpose of assessing the defects, after prior notification to the Customer. The Customer is obliged to allow the Supplier to inspect the goods in person during the Supplier's working hours, i.e. Monday to Friday from 7:00 am to 3:30 pm. The Supplier is not in default with the handling of the complaint if the Customer has not allowed them to inspect the goods/services in which the defects occurred in accordance with this paragraph of the Complaints Procedure.

6) The method of handling the complaint (the claim provided for defective performance) is decided by the Supplier. The Customer shall inform the Supplier, when notifying the defect or without undue delay after notifying the defect, which right relating to defective performance

they prefer. The Supplier shall decide on the Customer's complaint no later than 30 days from the date of the complaint being filed.

7) The Supplier shall satisfy the claim for defective performance within 30 days from the date of the decision on the method of handling the complaint.

8) In exceptional cases, the Supplier may decide to extend the deadlines for deciding on a complaint and satisfying a claim for defective performance.

9) Neither party is entitled to compensation for costs incurred in connection with the complaint procedure. This does not apply in the case of an unjustified complaint by the Customer, when the Supplier is entitled to demand compensation for reasonably incurred costs from the Customer.

This Complaints Procedure is valid and effective from December 2, 2020.