

## **Claims procedure of LEVIOR s.r.o.**

This complaint procedure applies to the sale of goods by the company LEVIOR s.r.o., with its registered office at Tovačovská 3488/28, 750 02 Přerov (hereinafter referred to as "the seller"), registered in the commercial register maintained by the Regional Court in Ostrava, in section C, insert 7320, ID number: 61973939, VAT number: CZ61973939.

### **1.**

#### **GENERAL PROVISIONS**

1.1 This complaints procedure (hereinafter referred to as the "Complaints Procedure") is prepared in accordance with Act No. 89/2012 Coll., Civil Code, in its valid and effective version (hereinafter referred to as the "Civil Code").

1.2 Products of LEVIOR s.r.o. means the products of LEVIOR s.r.o. listed in the company's Price List and presented on the website of the online store of LEVIOR s.r.o. located at the internet address [www.levior.cz](http://www.levior.cz) (hereinafter referred to as "Products").

1.3 The seller (supplier, manufacturer, importer) means the company LEVIOR s.r.o., with its registered office at Tovačovská 3488/28, 750 02 Přerov, IČ 61973939 (hereinafter referred to as the "Seller"). When concluding and fulfilling the purchase contract, the seller acts as part of his business activity. The Seller is an entrepreneur who directly supplies the Products to the Buyer.

1.4 Buyer (orderer, customer) means an entity that concludes a purchase contract with the Seller for the purpose of purchasing Products. Buyer is understood as both a natural person who, when concluding and fulfilling a purchase contract with the Seller, does not act as part of his business activity or as part of the independent exercise of his profession (hereinafter referred to as the "Buyer-consumer"), as well as other legal entities (hereinafter referred to as the "Buyer - entrepreneur"). Buyer-consumer and Buyer-entrepreneur are referred to together as "Buyer".

1.5 These Complaints Regulations regulate the procedure for claiming defects in the Products delivered by the Seller to the Buyer and the mutual rights and obligations of the parties.

1.6 This Complaints Policy is an annex and an integral part of the terms and conditions of business, as well as the contract for the purchase of goods, the subject of which is the sale of Products by the Seller to the Buyer, and whose legal regime is governed by the Civil Code. By entering into a contract for the purchase of goods, the Buyer expresses his agreement with the Seller's Business Terms and Conditions and these Complaints Regulations and confirms that he has read them.

### **2.**

#### **BUYER'S OBLIGATION TO INSPECTION**

2.1 The Buyer is obliged to carry out a proper inspection of the Product, i.e. View the product, make sure of its features and its quantity and check the completeness of the accessories.

2.2 The Buyer is obliged to carry out the inspection immediately after taking over the Product from the carrier, in the case of sending the goods. Damage to the Product packaging, the shipment with the Product or the Product itself, which is obvious upon receipt from the transporter, the Buyer is obliged to notify the transporter and write down the discovered facts in the transport note, or write a complaint protocol.

2.3 In the case of personal collection by the Buyer, the latter is obliged to check the Product and its accessories when taking over the Product from the Seller, and if it is not possible due to the nature of the Product, then immediately after taking over the Product. The Buyer is obliged to confirm the acceptance of the Products in writing to the Seller on the handover protocol.

2.4 By accepting the Product, the Buyer confirms that he has not found any obvious damage to the Product and that its packaging has not been damaged. In the event of a subsequent claim for defects detectable during this inspection (e.g. missing accessories, external damage), the Buyer must, in order

for his claim to be successful, clearly and convincingly prove that the Product already had these defects at the time of receipt.

### 3.

#### **RIGHTS FROM DEFECTS**

3.1 Defects upon receipt: The Seller is responsible to the Buyer that the Product is free of defects upon receipt by the Buyer, which means that:

- a. The product has the characteristics that the Seller described or that the Buyer expected with regard to the nature of the goods and based on the advertising carried out by them
- b. The product is suitable for the purpose that the Seller states for its use or for which a thing of this type is usually used
- c. The product is in the appropriate quantity, measure or weight
- d. The product meets the requirements of legal regulations
- e. the documents required to use the Product are complete and correct
- f. the Product is not bound by legal defects within the meaning of § 1920 of the Civil Code

3.2 The buyer has no rights from defects if he caused the defect himself or if he already knew that the item had a defect before taking over the item.

3.3 Claims from material defects: If defective performance (defect upon acceptance) is a material breach of the contract, the Buyer has the right.

- a. to remove the defect by delivering a new Product without a defect or by delivering the missing Product or Product accessories
- b. to remove the defect by repairing the Product
- c. for a reasonable discount from the purchase price, or
- d. withdraw from the contract.

3.4 Claims from minor defects: If the defective performance (defect upon acceptance) is a minor breach of the contract, the Buyer has the right to have the defect removed, or to receive a reasonable discount from the purchase price.

### 4.

#### **HOW TO MAKE A CLAIM**

4.1 If the Product has defects upon acceptance by the Buyer, the Buyer shall have the rights listed above in Article 3 of these Complaints Regulations.

4.2 In order to successfully exercise the Buyer's rights, it is a necessary condition that the Buyer informs the Seller of defects in the Product (complaints about the Product), in the manner and within the time limits specified in these Complaints Regulations.

4.3 When making a complaint, the Buyer is obliged to prove that the Product was purchased from the Seller, by presenting the original tax document, which is always attached to the Products, or the original of the duly completed warranty card. The warranty card is attached only to some of the Seller's Products. If the Product is not accompanied by a warranty card, a tax document is used to make a claim.

4.4 Requirements for notification: Notification of a detected defect in the Product must be made in writing, whether in paper or electronic form, and must include in particular a description of the defect, or how the defect manifests itself, a description of the connection in which the products were used, the measured values and an indication of the date when the buyer discovered the defects and a photograph of the defect (hereinafter referred to as "written notification"). If it is a range of battery-powered tools, you need to provide a warranty card and proof of purchase or be registered on the website [www.festa.tools/myfesta/register](http://www.festa.tools/myfesta/register).

4.5 The Buyer can make a written notification according to the previous point of the Complaints Regulations on the Seller's form ("Complaint Form") available at [www.levior.cz](http://www.levior.cz), but also in another form or on his own form (complaint form), or by contacting the claims technician by e-mail – p.Vojtěch Brázda ([vojtech.brazda@levior.cz](mailto:vojtech.brazda@levior.cz), 581 292 410). However, the written notification must always contain the details specified in the previous point of the Complaints Regulations. If the notification does not contain the required information, the complaint may not be recognized as justified by the Seller. The Buyer is obliged to provide the Seller with additional information known to the Buyer upon his request. The buyer can report defects and assert claims from defects at the following contacts: LEVIOR s.r.o., Tovačovská 3488/28, 750 02 Přerov.

4.6 The seller is obliged to issue a written confirmation to the buyer, which will state the date and place of the claim, the characteristics of the alleged defect, the required method of settlement of the claim and the way in which the buyer will be informed about its settlement.

4.7 **Choice of claim:** Upon notification of a defect or within 5 working days from the notification of a defect, the Buyer shall inform the Seller of the chosen defect claim (listed above in Article 3 of these Complaints Regulations). The choice made cannot be changed by the Buyer without the consent of the Seller. The exception is the situation if the Buyer requested the repair of a defect that turns out to be irreparable.

4.8 **Loss of certain entitlements:** If the Buyer does not inform the Seller in time which rights he has chosen from the defects, then he is only entitled to a reasonable discount from the purchase price, if the Seller does not consider the removal of the defect to be reasonable.

4.9 **Limitation of Claims:** The buyer cannot withdraw from the contract or demand the delivery of a new item if he cannot return the item in the condition in which he received it.

4.10 **Complaint periods:** All defects – obvious, hidden, warranty – must be notified by the Buyer to the Seller within the time limit without unnecessary delay, after he could have discovered them during a timely inspection and sufficient care. In addition, hidden defects that the Product had upon receipt can be reported no later than two years after receipt of the goods. In addition, warranty defects can be reported to the Seller by the end of the warranty period at the latest. Due to the nature of the Products, the Seller believes that, as a rule, the deadline "without undue delay" will be met if the notification is made within 5 working days.

4.11 **Untimely complaint:** If the Buyer does not notify the defects of the item in time, he loses the right to withdraw from the contract. If the Buyer does not notify the defects of the item in time, the claim by the Seller may not be recognized as justified in accordance with § 2112 of the Commercial Code.

4.12 If any defect appears on the Product, the Buyer is obliged to refrain from any intervention in the Product and allow the Seller to inspect the defect. For this purpose, the Buyer is obliged to present or make available the defective Product.

4.13 **Sending the Product for a claim:** In the event that the Buyer will send the Product to the Seller by transport service, he should, in his own interest, pack the claimed Product in suitable and sufficiently protective packaging material that meets the requirements of the chosen transport so that it is not damaged during transport. For a fragile Product, he should mark the shipment with the appropriate symbols. The shipment must contain the claimed Product (including complete accessories) and identification of the claim and the claimant in a suitable manner. We recommend attaching a copy of the defect notification and a copy of the sales receipt with the correct contact details of the Buyer.

4.14 **Access to the claimed Product:** In the event that, due to the nature of the goods, it is not possible to present the Product to the Seller for inspection (especially Products that are system solutions by nature), the Buyer is obliged to allow the Seller, or persons through whom the Seller fulfills its obligations, access to the place where the defective product is placed.

4.15 The Buyer is obliged to provide the Seller with all necessary cooperation in removing defects.

4.16 If the buyer does not fulfill his obligations stated in this article of the Complaints Regulations, the Seller will not recognize the claim made by him due to defects.

4.17 In the event of a hidden defect in the goods within 6 months from the date of sale of the goods (not caused by improper use or wear and tear), which cannot be removed, the goods will be replaced with a new one. If the complaint is resolved by exchanging the goods, there is no new period for exercising rights from defective performance, but the period of the claimed goods continues.

4.18 In the event of a defect in the goods, which the buyer is able to repair himself, a reasonable discount from the purchase price can be applied after prior written mutual agreement.

## 5.

### **EXCLUSIONS FROM LIABILITY FOR DEFECTS**

5.1 The seller is not responsible for product defects in the following cases:

- a. if there is a defect in the goods at the time of acceptance and a discount from the purchase price is agreed for such a defect
- b. if it is caused by the buyer and arises from improper use, storage, improper maintenance, intervention by the buyer or mechanical damage to the goods or use beyond the permissible load
- c. if the goods are used and the defect corresponds to the level of use or wear and tear the goods had at the time of receipt of the goods by the buyer
- d. if the defect was caused by unprofessional installation, handling, service or neglect of the care of the goods
- e. performing an unqualified intervention or changing parameters
- f. using the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical effects of the environment specified by the seller or manufacturer
- g. damage due to force majeure;

5.2 The Buyer-entrepreneur undertakes to compensate the Seller in full for all costs incurred by the Seller as a result of the application of an unauthorized claim by the Buyer-entrepreneur.

## 6.

### **DEADLINES FOR HANDLING THE CLAIM**

6.1 Product complaints are handled by the Seller without undue delay, but no later than 30 days from the date of proper application of product defects by the Buyer, i.e. claim of Product defects in accordance with these Complaints Regulations. The deadline for handling the complaint is calculated from the date of receipt of the complaint by the Seller to the day of handling the complaint by the Seller.

6.2 The legality of each complaint will be determined by the expert responsible employee of the Seller (service technician) and his opinion will be communicated to the Buyer in the Complaint Protocol.

## 7.

### **REFUSAL TO ACCEPT CLAIMS**

7.1 The Seller is entitled to refuse to accept the Product for a claim if the Product is unreasonably dirty or its parts are dirty.

## 8.

### **SETTLEMENT OF CLAIMS**

8.1 After handling the complaint, the Seller informs the Buyer either via SMS, e-mail or by phone. If the Product was sent by a shipping service, it will be sent to the Buyer's address after processing.

8.2 The Seller will issue, or send, a written confirmation to the Buyer stating the date and method of settlement of the complaint, confirmation of the repair and the duration of the complaint, or the justification for the rejection of the complaint.

8.3 If the claimed Product is not collected from the warranty repair within 4 months from the expiry of the time when the warranty repair was completed, the Buyer is obliged to pay the Seller a storage fee of CZK 50 for each day of delay in collecting the Product.

## 9.

### **FINAL PROVISIONS**

9.1 These Complaints Regulations take effect on October 4, 2021. All previous versions also expire on this date.

9.2 Changes to the Complaints Regulations reserved.

9.3 An inseparable annex to these Complaints Regulations is the Complaint Form form.

In Přerov on 4 October 2021

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LEVIOR s.r.o.  
spite. Ing. Ondřej Mark,  
managing director