

COMPLAINTS PROCEDURE – SERAPA

E-SHOP

1. general provisions

- 1.1. This Complaints Policy is an integral part of the General Terms and Conditions of the seller, SERAPA s.r.o., Company ID: 28381475, with registered office at Mikuláše z Husi 623/7, Nusle (Prague 4), 140 00 Prague, registered in the commercial register maintained by the Municipal Court in Prague, sp. stamp C 137535/MSPH. (hereinafter "**SERAPA**") and describes the procedure of how to approach a claim for goods purchased from SERAPA by a customer (hereinafter "**Customer**").
- 1.2. The customer is obliged to familiarize himself with this Complaints Policy and the General Terms and Conditions of SERAPA (hereinafter "**GTC**") before ordering the goods. At the same time, the Customer acknowledges that it is obliged to provide SERAPA with the necessary cooperation necessary for handling the complaint, otherwise the deadlines are extended adequately by the time when the Customer did not provide SERAPA with the required cooperation.
- 1.3. By concluding the purchase contract and taking over the goods from SERAPA, the Customer agrees to these Complaints Regulations.
- 1.4. The definitions of terms contained in this Complaints Policy take precedence over the definitions contained in the General Terms and Conditions. If these Complaints Regulations do not define the term, it is understood in the sense in which it is defined in the General Terms and Conditions. If it is not defined there either, it is understood in the sense in which it is used by legal regulations.

2. Quality guarantee

- 2.1. As proof of warranty, SERAPA issues a proof of purchase (invoice) for each purchased product with the legally required data required to apply the warranty (in particular product name, length of warranty period, price, quantity, serial number).
- 2.2. At the express request of the Customer, SERAPA will provide a guarantee in the form of a guarantee letter. However, by default, if the nature of the goods allows it, SERAPA issues a proof of purchase of the goods containing all the necessary information to the Customer instead of a warranty certificate.
- 2.3. If it is necessary with regard to the warranty provided, SERAPA will explain the content of the warranty in a comprehensible manner in the warranty certificate, state its scope, conditions, period of validity and the way in which claims resulting from it can be asserted. At the same time, SERAPA will state in the guarantee certificate that the provision of the guarantee does not affect the Customer's rights related to the purchase of the goods.

3. Deadline for exercising rights from defective performance

- 3.1. The period for exercising rights from defective performance (hereinafter the "**warranty period**") begins on the day the Customer takes over the goods, i.e. the day indicated on the purchase receipt or on the warranty card.
- 3.2. The warranty period for new (including unpacked) goods is 24 months. In the case of used goods, SERAPA sets the warranty period in advance, used goods are always marked as such. SERAPA does not provide a guarantee for damage, unless expressly agreed otherwise.
- 3.3. For a Customer who is an entrepreneur, the warranty period may be adjusted differently, if this is explicitly stated for the given type of goods, the period thus stated takes precedence. In such a case, the given information is explicitly stated on the goods and the Customer is notified of it.

- 3.4. The warranty period ends on the day which, with the numerical designation, coincides with the day on which it began and the appropriate number of months later. The length of the warranty period in months is indicated for each product in the SERAPA store and is marked on the purchase receipt.
- 3.5. Rights from liability for defects in goods for which the quality guarantee applies shall expire if they have not been exercised within the specified guarantee period.
- 3.6. In the case of settlement of a claim in the form of an exchange of goods, the new warranty period does not run, the warranty period starting on the day the customer takes over the claimed goods is decisive.

4. Quality upon receipt

- 4.1. SERAPA is responsible to the Customer for the fact that the goods are free of defects upon receipt. In particular, SERAPA is responsible to the Customer for the fact that, at the time the Customer received the goods,
 - a. the goods have the properties agreed upon by both parties and, in the absence of such an agreement, have the properties that SERAPA or the manufacturer has described or that the Customer expected in view of the nature of the goods and on the basis of the advertising carried out;
 - b. the goods are suitable for the purpose that SERAPA states for their use or for which goods of this type are usually used;
 - c. the goods are in the appropriate quantity, measure or weight, within the permissible deviation according to the General Terms and Conditions;
 - d. the goods comply with the requirements of legal regulations.
- 4.2. If a defect in the goods becomes apparent within six (6) months of receipt of the goods by the Customer, it is considered that the goods were already defective upon receipt by the Customer, unless SERAPA proves otherwise.
- 4.3. The customer acknowledges that:
 - a. some of the goods in the SERAPA assortment are consumer goods, intended for immediate consumption or for consumption in the following weeks or months, in which case the rights from defective performance can only be exercised under the conditions and within the time limits set by the manufacturer or importer of such goods, which are usually included on the product packaging, or communicated in writing by SERAPA to the Customer;
 - b. if the contents of the package or the object of the purchase are consumables, its usual lifespan under normal use is a maximum of 6 months, unless expressly stated otherwise. This does not affect the customer's right to claim goods within the statutory warranty period. However, the customer must take into account the fact that the warranty does not cover the wear and tear of the product or its parts caused by normal use and cannot be confused with the service life.
- 4.4. A contractual guarantee for quality is not provided, unless otherwise agreed between SERAPA and the Customer.

5. Warranty conditions

- 5.1. Inspection of the goods upon receipt: Upon personal receipt from SERAPA, the customer shall check the goods received, their completeness and undamaged packaging.

- 5.2. When taking over from the carrier, the customer will properly and carefully check the condition of the shipment (in particular, the number of packages and the integrity or damage of the packaging) according to the waybill.
- 5.3. Furthermore, on the day of receipt, the customer checks that the goods are complete, especially that the packaging of the goods contains everything it is supposed to contain.
- 5.4. All discrepancies must be reported when you pick them up in person at a *SERAPA store*, they must be marked in the carrier's handover report when you pick them up from the carrier, or you can always report discrepancies by e-mail info@mjakes.com or by phone at +420 608 411 090. In case of irregularities when receiving the goods from the carrier, *SERAPA* recommends attaching photo documentation of the damage and packaging. The customer is always entitled to refuse acceptance of the shipment in case of irregularities.
- 5.5. These arrangements do not affect the statutory warranty period. An additional complaint about the incompleteness or external damage of the shipment does not deprive the Customer of the right to complain about the goods, but it gives *SERAPA* the opportunity to prove that this is not a violation of the purchase contract.

6. Making a complaint

- 6.1. The customer can make a claim in person at any *SERAPA store*.
- 6.2. It is also possible to complain about the goods by correspondence, by sending the claimed goods with the visible mark "CLAIM" to the following address:

SERAPA s.r.o.

*Mikuláše z Husí 623/7, Nusle (Prague 4), 140 00
Prague*

- 6.3. If, due to the nature of the claimed goods, it is not possible to physically hand them over or send them (especially in the case of goods that become part of another item), *SERAPA* and the Customer will agree on the next procedure for the claim, but even then, however, these Claims Regulations will always be applied appropriately.
- 6.4. When making a claim, the Customer always hands over the claimed goods to *SERAPA*, including any complete accessories.
- 6.5. *SERAPA* recommends that when making a claim, you attach a copy of the proof of purchase or in another suitable way document the warranty of the goods, a detailed description of the defect and sufficient contact information of the Customer (especially the return address and phone number). Without the above, it is impossible to identify the origin and defects of the goods.
- 6.6. *SERAPA* also recommends choosing the desired method of processing the claim (repair, exchange, credit note) when making a claim. If necessary, *SERAPA* will point out the inappropriateness of the Customer's choice and propose a suitable method (especially in the case when the Customer requires a method related to a removable defect, but *SERAPA* finds out that it is a non-removable defect). If the Customer does not choose the method of settlement of the complaint in *SERAPA* within the additionally provided reasonable period, *SERAPA* will choose it.
- 6.7. *SERAPA* will issue a written confirmation to the Customer of when the complaint was made, what it contains, what method of handling the complaint is required, by email immediately after receipt of the complaint, in the case of a personal claim, the confirmation is sent immediately.
- 6.8. The Customer is aware that if he does not deliver the claimed goods including all the accessories received, then in the event of the Customer's withdrawal from the contract, the purchase

price will be returned to the Customer, reduced by the price of the undelivered accessories.

7. Exclusions from complaints

- 7.1. *SERAPA's* liability for defects does not extend to wear and tear caused by normal use or if this results from the nature of the item. For goods sold at a lower price due to defects or incompleteness, the warranty does not apply to defects for which a lower price was negotiated.
- 7.2. Furthermore, the warranty does not cover damage caused (in the event that such activity is not a normal activity and is not prohibited in the attached user manual):
 - a. mechanical damage to the goods,
 - b. by electrical overvoltage (visible burnt components or printed circuit boards) with the exception of normal deviations,
 - c. using the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical effects of the environment, which are directly designated by *SERAPA* or the manufacturer,
 - d. by unprofessional installation, handling, service, or neglecting the care of the goods,
 - e. damage caused by excessive loading or use contrary to the conditions specified in the documentation or general principles,
 - f. performing an unqualified intervention or changing parameters,
 - g. modification of the goods by the Customer, if a defect has arisen as a result of this modification,
 - h. damage by natural elements or force majeure;
 - i. demonstrably incorrect use of the goods or as a result of unprofessional intervention by a third party.
- 7.3. These restrictions do not apply if the properties of the goods, which are in conflict with the above conditions, have been expressly agreed upon by the Customer and *SERAPA*, exchanged by the Customer or declared by *SERAPA*, or can be expected due to the advertising carried out or the usual way of using the goods.

8. Information on using and installing products

- 8.1. For products that by their nature require it, the seller includes instructions for assembly / use / care of the goods in Czech. In the event that the instructions are missing from the delivery, or the information contained therein is insufficient for the Customer, the Customer can ask *SERAPA for the missing information* and the latter will provide him with the necessary information without undue delay.
- 8.2. *SERAPA* recommends installation by a qualified professional for all products it supplies. Assembly usually requires some skill and experience. It must be carried out exclusively according to the instructions in this manual and with respect to the general knowledge of the assembly of this type of equipment.
- 8.3. *SERAPA* waives responsibility for defects in the goods and damages caused. Mounting the device on a different car model than the one for which it is intended is not recommended, and in the event of damage to the device or the car, the seller waives any responsibility.
- 8.4. *SERAPA* is not responsible for any subsequent damage to the device or the car, caused by incorrect or poor-quality installation, or by use in an incorrect, inappropriate or unauthorized way. If the product is damaged during operation, it must not be used any longer. Before installation, the Customer is obliged, if possible in the given situation, to check whether the delivered product is undamaged and is intended for his vehicle.

9. Defect testing

- 9.1. If necessary, the goods handed over for complaint will be tested only for the defect indicated by the Customer in the complaint. *SERAPA* recommends a written form, which also includes electronic communication, to report a defect .
- 9.2. If the claim is rejected and if the Customer agrees to a paid repair, the repair will be charged according to the current valid price list given by the relevant service.
- 9.3. Before carrying out the paid repair, the Customer will be informed about the price of the repair, its scope and the time required to carry it out. A paid repair can only be carried out after the express consent of the Customer (or on the basis of a concluded service contract) made after receiving the information according to the previous sentence.
- 9.4. If the Customer is an entrepreneur and if the complaint is rejected, the Customer acknowledges that *SERAPA* is entitled to re-invoice the Customer for the costs of the authorized service for the diagnosis of the defect and transport according to the price list of the given authorized service.
- 9.5. Refusal to accept a claim is possible due to contamination of the goods – *SERAPA* has the right to refuse to accept the goods for a claim in cases where the claimed goods and/or their components are contaminated or do not meet the basic requirements for hygienically safe delivery of the goods to the claim procedure.

10. Complaint handling

10.1. Customer - consumer

- 10.2. In accordance with the provisions of § 2 paragraph 1 letter a) of Act No. 634/1992 Coll., on consumer protection, as amended, a consumer is a natural person who does not act as part of his business activity or as part of the independent exercise of his profession.
- 10.3. If the Customer is a consumer, *SERAPA* will decide on the complaint immediately, in complex cases within 3 working days. This period does not include the time required for a professional assessment of the defect, which is appropriate according to the type of goods.
- 10.4. *SERAPA will deal* with the complaint, including the removal of the defect , without undue delay, no later than 30 days from the date of application of the complaint. The period of 30 days can be extended after making a complaint by agreement with the consumer - however, such an extension must not be indefinite or disproportionately long. After the deadline or of the extended period, it is considered that a defect in the goods actually existed and the consumer has the same rights as if it were a defect that could not be removed.

10.5. Customer - entrepreneur

- 10.6. If the Customer is an entrepreneur, *SERAPA* undertakes to make a decision on the complaint within 30 days from the date of application of the complaint. The Entrepreneur Customer will be informed of this decision via contact e-mail.

11. Common provisions

- 11.1. *SERAPA* will issue a written confirmation to the Customer of the date and method of settlement of the complaint, including confirmation of the repair and the duration of the complaint, or the justification for the rejection of the complaint (hereinafter "**complaint issuance protocol** ").
- 11.2. *SERAPA informs the Customer* about the handling of the complaint by phone, SMS or e-mail. If the claim was made in person, the Customer is obliged to take over the goods at the *SERAPA store* where the claim was made after the claim has been processed. If the complaint was made by correspondence, after its processing, the goods will be automatically sent to the Customer's return address, which the Customer indicated when sending the complained goods to *SERAPA* .

11.3. After a recognized complaint is resolved by repair or replacement, the warranty period is extended by the duration of the complaint. The duration of the complaint is calculated from the day following its application to the day the Customer was informed of the settlement.

11.4. The customer has the right to reimbursement of purposefully incurred costs associated with the application of a justified complaint. These costs are understood as the least necessary. In particular, this concerns the postage for sending a complaint. These costs may not include the journey by car for claiming, the price of express transport and other similar costs. Reimbursement of costs must be requested without undue delay, but no later than 1 month after the end of the warranty period.

11.5. The customer is obliged to check the received goods and their compliance with the complaint delivery protocol. The customer also checks that the goods are complete, i.e. that the packaging of the goods contains everything it should contain. Later objections will no longer be taken into account.

11.6. The customer is obliged to take over the goods from the settled claim without undue delay within 30 days from the day on which he was informed about the settlement of the claim - this period cannot expire earlier than 60 days after the claim was applied. In the event that the goods are not taken over by the Customer by the last day of the specified period at the latest, *SERAPA may* charge a storage fee for the storage of the goods in the amount of CZK 20, including VAT, for each day of delay in taking over the goods. For the avoidance of doubt, the goods for which the claimed goods were exchanged as part of the claim are also considered to be goods from a settled complaint.

11.7. *SERAPA* reserves the right to sell the goods and use the proceeds to pay the storage fee.

11.8. When delivering the goods or paying the credit note in cash after handling the claim, the Customer is obliged to present the document on the basis of which the goods were accepted for the claim and must prove their identity with a valid identity document (citizen card, passport), in order to prevent damage and avoid legalization of proceeds from criminal activity. Without presenting any of these documents, *SERAPA* or its contractual partner may refuse to issue the goods or pay the credit note. If the Customer is a legal entity, then the goods will be issued or the credit note reimbursed only to the statutory body of the given legal entity or to a person who proves the relevant power of attorney with an officially verified signature.

12. Final Provisions

12.1. The Customer's rights arising from the law are not affected by these Complaints Regulations.

12.2. These Complaints Rules are valid from 09/24/2022.

12.3. This Complaints Policy is available on the *SERAPA website* www.mjakes.cz and at the *SERAPA headquarters* .