

Complaints Procedure

For the TOPWET, TOPSAFE, TOPSTEP, TOPSET divisions

Under the business company

TOPWET s.r.o.

Company ID No.: 27 377 377

with its registered office at Náměstí Viléma Mrštíka 62, Postcode 664 81 Ostrovačice

registered in the Commercial Register under file number C 56248 maintained by the Regional Court in Brno

(hereinafter referred to as the "**Seller**").

I. Introductory provisions

1. This Complaints Procedure forms an integral part of the Seller's General Terms and Conditions.
2. This Complaints Procedure serves to inform **buyers who are consumers** about the scope, conditions and method of exercising liability for defects in goods.
3. This Complaints Procedure has been prepared on the basis of the relevant provisions of Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection.
4. The definitions of terms contained in this Complaints Procedure take precedence over the definitions in the General Terms and Conditions. If this Complaints Procedure does not define a term, it shall be understood in the meaning in which it is defined in the General Terms and Conditions. If it is not defined there either, it shall be understood in the meaning in which it is used by valid and effective legal regulations.
5. At the Buyer's request, the Seller shall confirm in writing the extent and duration of its obligations in the event of defective performance. If necessary, the Seller shall explain in the confirmation, in a comprehensible manner, the content, scope, conditions and duration of its liability, as well as the manner in which the rights arising therefrom may be exercised.

II. Buyer's right to complain about defective goods

1. The Seller is liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that, at the time when the Buyer received the goods
 - the goods have the characteristics that the parties agreed upon and, in the absence of an agreement, such characteristics as the Seller or the manufacturer described or which the Buyer expected with regard to the nature of the goods on the basis of advertising carried out by them;
 - that the goods are fit for the purpose stated by the Seller for their use or for which goods of this kind are usually used;
 - the goods correspond in quality or design to the agreed sample or model, if the quality or design was determined according to the agreed sample or model;
 - the goods are in the corresponding quantity, measure or weight;
 - the goods comply with the requirements of legal regulations.

2. If the sold goods have defects upon receipt by the Buyer, the Buyer is entitled to exercise the right arising from defective performance (complaint) with the Seller.
3. If a defect becomes apparent within 12 months of receipt, it is presumed that the goods were defective already upon receipt.
4. The Buyer is further entitled to exercise the right arising from a defect that occurs in the goods within 24 months of receipt of the goods (warranty).
5. The following cases cannot be considered a defect for which the Seller is liable:
 - the Buyer caused the defect himself;
 - in the case of goods sold at a lower price, the defect for which the lower price was agreed, if the Buyer knew of this defect before receiving the goods;
 - wear and tear of the goods caused by their usual use;
 - cases where this follows from the nature of the goods.
6. The Buyer does not have a right under the warranty if, after the risk of damage to the goods passed to the Buyer, the defect was caused by an external event. This does not apply if the defect was caused by the Seller.
7. If the goods have defects upon receipt that constitute a material breach of contract, the Buyer may, at his discretion, request the removal of the defect by delivery of new goods without defect or by delivery of missing goods, removal of the defect by repair of the goods, a reasonable discount on the purchase price, or may withdraw from the contract. The Buyer shall notify the Seller of the right he has chosen no later than when notifying the defect. The Buyer may not change the choice made without the Seller's consent; this does not apply if the Buyer requested repair of a defect that proves to be irreparable. If the Seller does not remove the defects within a reasonable period or notifies the Buyer that he will not remove the defects, the Buyer may request a reasonable discount on the purchase price instead of removal of the defect, or may withdraw from the contract. If the Buyer does not notify his right in time, the Buyer has the right as in the case of a non-material breach of contract.
8. If the goods have defects upon receipt that constitute a non-material breach of contract, the Buyer has the right to have the defect removed or to a reasonable discount, and further rights as if the defect had appeared during the warranty period (see the following paragraphs). If the Seller does not remove the defect of the item in time or refuses to remove the defect of the item, the Buyer may request a discount on the purchase price, or may withdraw from the contract. The Buyer may not change the choice made without the Seller's consent.
9. If the defects referred to in Article II paragraph 1 of this Complaints Procedure appear during the warranty period (i.e. the goods do not have defects upon receipt of the goods), the Buyer may request delivery of new goods without defects, if this is possible with regard to availability and if it is not disproportionate in view of the nature of the defect. However, if the defect concerns only a component of the goods, the Buyer may request only replacement of the corresponding component. If this is not possible, he may withdraw from the contract within the statutory period. However, if this is disproportionate in view of the nature of the defect, especially if the defect can be removed without undue delay, the Buyer has the right to free removal of the defect.
10. The Buyer also has the right to delivery of new goods, or replacement of a component, in the case of a removable defect appearing during the warranty period, if he cannot use the goods due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the Buyer also has the right to withdraw from the contract.
11. If the Buyer does not withdraw from the contract or does not exercise the right to delivery of new goods without defects, to replacement of its component or to repair of the goods, he may request a reasonable discount. The Buyer has the right to a reasonable discount also if the Seller cannot deliver new goods without defects, replace its component or repair the goods, as well as if the Seller fails to remedy the situation within a reasonable time or if remedying the situation would cause the Buyer considerable difficulties.

III. Place for submitting a complaint and method of submitting a complaint

1. The Buyer has the right to submit a complaint at the Seller's registered office.
2. A person authorised to handle complaints is present at the place for submitting complaints during operating hours.
3. The Buyer is further entitled to submit a complaint in person at the place for submitting complaints, by telephone, by email or in writing.
4. The Buyer is always obliged to point out and specify the defect in the goods.
5. The Buyer is obliged to prove the legitimacy of his claim to submit a complaint. The Buyer is obliged to prove that he is complaining to the correct Seller and within the period stipulated by law. This can best be proven by a sales document.
6. The Buyer is obliged to state which right arising from defective performance he is claiming.
7. The Buyer is obliged to hand over or send the goods to the Seller, or store them according to the Seller's instructions or otherwise handle them appropriately so that the defect can be examined.
8. If the complained goods are sent to the Seller, the Buyer is obliged to pack the goods in suitable packaging so that they are not damaged or destroyed. The goods must not be sent cash on delivery. The Buyer is obliged to hand over the goods to the complaints procedure complete. If the Buyer does not deliver the goods complete and their completeness is necessary to determine the existence of the complained defect and/or to remove it, the period for handling the complaint begins only upon delivery of the missing parts.

IV. Period for submitting a complaint

1. The Buyer is entitled to exercise the right arising from a defect no later than within 24 months from the date of receipt of the goods (warranty period). The warranty period is extended by the period during which the goods were under repair. In the case of replacement of the goods as part of a warranty repair, the warranty period continues.
2. If the goods sold, their packaging or the documentation or instructions attached to the goods indicate a period during which the goods may be used, this information has the character of a quality warranty and the Buyer is entitled to exercise the right arising from a defect within the period stated there.
3. If the goods are to be put into operation by someone other than the Seller, the warranty period begins only on the date the goods are put into operation, provided that the Buyer ordered the putting into operation no later than within three weeks of receipt of the goods and duly and timely provided the necessary cooperation for the performance of the service.
4. The Buyer is obliged to notify the Seller of the defect without undue delay after discovering the defect.
5. Obvious damage to the goods or their packaging during delivery must be dealt with immediately with the carrier and the discrepancies must be recorded in the handover report (transport document). The Buyer is not obliged to accept such goods from the carrier and shall inform the Seller of the discovered damage without undue delay. The Buyer is obliged to properly check the integrity of the goods and the completeness of their accessories on the day of receipt.
6. In the case of personal collection by the Buyer, the moment of receipt of the goods is the moment when the risk of damage to the goods passes from the Seller to the Buyer. If the Buyer does not inspect the goods upon receipt, he may exercise claims arising from defects detectable during such inspection (for example, missing accessories) only if he proves that the goods already had these defects at the time the risk of damage to the goods passed. A later complaint concerning incompleteness of the goods or external damage to the goods does not deprive the Buyer of the right to complain about the item. However, the Seller has the possibility to prove that this is not a discrepancy with the purchase contract.

V. Procedure for handling a complaint

1. If the Buyer exercises the right arising from defective performance (complaint), the Seller is obliged to issue the Buyer written confirmation of when the Buyer exercised the right, what the content of the complaint is and what method of handling the complaint the Buyer requests.

2. The Seller is entitled to refuse to accept the goods for complaint if the goods are soiled or their components are soiled. The Seller is also entitled to refuse a complaint about the goods if the goods are not handed over in accordance with hygiene regulations and general hygiene principles.

3. The Seller or an employee authorised by him shall decide on the complaint immediately, in complex cases within three working days. The period reasonably necessary, according to the type of goods, for expert assessment of the defect is not included in this period. The complaint, including removal of the defect, must be handled without undue delay, no later than within 30 days from the date of submission of the complaint, unless the Seller agrees with the Buyer on a longer period. The futile expiry of this period is considered a material breach of contract.

4. If the goods have a defect, the consumer is entitled to:

- removal of the defect,
- a reasonable discount on the purchase price,
- withdrawal from the contract.

Primarily, the Buyer may request, as a method of resolving the defect in the goods, its removal. At his discretion, he may thus request the delivery of new goods without defects (replacement), or repair of the goods.

5. The Buyer may request a reasonable discount or withdraw from the contract if:

- the Seller refused to remove the defect,
- the Seller cannot remove the defect,
- the Seller did not remove the defect in accordance with the above rules,
- the defect appears repeatedly,
- the defect is a material breach of contract or
- it is apparent from the Seller's statement or from the circumstances that the defect will not be removed within a reasonable time or without considerable difficulties for the Buyer.

6. The Buyer has the right to a refund of the purchase price in the following cases:

- fundamental breach of contract,
- expiry of the period – the Seller fails to comply with the statutory period of 30 days,
- third complaint in succession,
- a defect that cannot be removed and the defective goods cannot be replaced (end of production).

7. The Buyer is obliged to provide the Seller with all cooperation to verify the existence of the complained defect and to remove it (including testing or disassembly of the product).

8. The Buyer has the right to reimbursement of costs reasonably incurred in submitting the complaint, with these costs being understood as the lowest possible. The Buyer must request reimbursement of these costs without undue delay, but no later than within one month from the end of the period for exercising rights arising from defective performance.

9. The Seller is obliged to issue the Buyer written confirmation of the date and method of handling the complaint, including confirmation of the repair performed and the duration thereof, or written justification for rejecting the complaint.

10. After handling the complaint, the Seller shall inform the Buyer. If the goods were sent by a transport service, they will be sent to the Buyer's address after handling. In cases where the Buyer fails to accept the goods after the complaint has been handled, the provisions of the Civil Code on safekeeping shall apply mutatis mutandis, whereby the Buyer is obliged to reimburse the Seller for the costs of safekeeping in the amount of CZK 20 / 1 m² / day.

11. If a dispute arises between the Seller and the Buyer, the Buyer has the right to its out-of-court resolution. A motion for out-of-court resolution of a dispute pursuant to Act No. 634/1992 Coll., on Consumer Protection, shall be filed with the Czech Trade Inspection Authority. All details concerning out-of-court resolution are provided on the website of the Czech Trade Inspection Authority www.coi.cz.

VI. Goods sold at a lower price

1. If the goods have a defect that does not prevent the goods from being used for their intended purpose, they may be sold only at a price lower than the usual price of defect-free goods. The Seller shall inform the Buyer that the goods have a defect and what defect it is, unless this is already apparent from the nature of the sale. When selling goods with a defect or goods whose utility properties are otherwise limited, these facts must be clearly indicated in the document on the purchase of the goods.

2. The right arising from a defect cannot be exercised for goods sold at a lower price in respect of the defect for which the lower price was agreed.

3. If goods sold at a lower price have a defect for which the Seller is liable (i.e. a defect other than that for which the lower price was agreed), the Buyer has the right to a reasonable discount instead of the right to replacement of the goods.

VII. Consumer rights when concluding a distance transaction

1. This Article shall apply in a contractual relationship with a Buyer who is a consumer and who has concluded a purchase contract with the Seller by distance means or outside the Seller's usual business premises (hereinafter also referred to as the "Consumer").

2. The Seller's offer is generally not aimed at direct sale to the Consumer. If, in individual cases, negotiations take place or a purchase contract is concluded with a Consumer, these Terms and Conditions shall continue to apply within the limits of the provisions intended to protect the Consumer within the meaning of the Consumer Protection Act and the Civil Code, which, in mandatory provisions, take precedence over these Terms and Conditions.

3. In the case of contracts concluded by distance means or outside the Seller's business premises, the Consumer is entitled to withdraw within 14 days from the date of receipt of the goods. Withdrawal from the purchase contract must be sent to the Seller within the period specified in the previous sentence.

4. The Consumer must send withdrawal from the purchase contract in writing, either to the Seller's registered office or via the email address: info@topwet.cz. The Seller shall confirm receipt of its receipt without undue delay. The Buyer may also use the model withdrawal form provided by the Czech Trade Inspection Authority on the website <https://www.coi.cz/pro-spotrebitele/> in the model form section: "withdrawal from the contract within the 14-day period" or may request it from the Seller.

5. In the event of withdrawal from the purchase contract, the purchase contract is cancelled from the outset. The goods must be returned to the Seller within 14 days of withdrawal from the purchase contract. If the Consumer withdraws from the purchase contract, the Consumer bears the costs associated with returning the goods to the Seller, including in the case where the goods cannot be returned by the usual postal route due to their nature.

6. If atypical goods or goods prepared to measure or otherwise individualised at the Consumer's request were delivered to the Consumer, the statutory exceptions for withdrawal shall apply and the Consumer may not withdraw from the concluded purchase contract within the 14-day period.

7. In the event of withdrawal from the purchase contract, the Seller shall return the funds received from the Consumer, including delivery costs, within 14 days of the return of the goods by the Consumer, in the same manner in which the Seller received them from the Buyer. The Seller is not obliged to return the funds received to the Consumer before the Consumer has returned the goods to him undamaged in full or proves that he duly delivered the goods to the Seller and that the Seller unreasonably refused to accept them. The Seller is entitled to set off his own claims against the Buyer, especially claims arising from damaged or incomplete goods, against the amount to be refunded.

8. The Consumer must return the goods to the Seller undamaged, unworn and unsoiled, together with the accessories provided and, if possible, in the original packaging. The Seller is entitled to unilaterally set off a claim for compensation for damage caused to the goods against the Consumer's claim for a refund of the purchase price.

9. The Consumer is liable to the Seller for any reduction in the value of the goods that arose as a result of handling the goods in a manner other than was necessary for their assessment or handling with regard to their nature and characteristics.

10. If the goods are not in conformity with the purchase contract upon receipt, the Consumer has the right to submit a complaint to the Seller within the statutory period, where the warranty period for the Consumer is 2 years. The complaint must be submitted without undue delay via the Seller's contact details stated above or in person at the establishment.

VIII. Consumer rights arising from out-of-court dispute resolution

11. A Buyer who is a Consumer has the right to out-of-court resolution of disputes that arise in connection with a purchase contract concluded through the e-shop.

12. For the **out-of-court resolution of consumer disputes** If a consumer dispute arises between us and the Consumer from a purchase contract or from a contract for the provision of services, which cannot be resolved by mutual agreement, the Consumer may file a motion for out-of-court resolution of such dispute designated by the Czech Trade Inspection Authority:

Central Inspectorate – ADR Department
Gorazdova 1969/24
120 00 Prague 2
Email: adr@coi.cz, Web: adr.coi.cz

Another possible online dispute resolution platform for the Consumer is also the platform located at the internet address <http://ec.europa.eu/consumers/odr>, which may be used to resolve disputes between the Seller and the Consumer arising from the purchase contract. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz>, is the contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

This Complaints Procedure becomes valid and effective on **1 December 2024** and replaces all previous versions. Changes to the Complaints Procedure reserved.

TOPWET s.r.o.