

Complaint Procedure

Operator:

PARTIZAN SECURITY s.r.o.

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1. Preliminary provisions

In case of failures occurrence (hereafter referred to as "Warranty Claim"), rights of buyer will be applied in relation to this warranty claims procedure. Issues, which are not considered in the context of Warranty Claims Procedure, are regulated by legislation of the Czech Republic. Seller can make buyer familiar with Warranty Claims Procedure by any method, moreover, printed version of procedure can be provided by buyer's request. This Warranty Claims Procedure is based on provisions of law № 89/2012 of Civil Code of the Czech Republic and law № 634/1992 "Protection of consumers".

Seller is not responsible for faulty products in such cases:

- If failure was discovered during purchase and due to this fact discount was agreed;
- If it is already used item and its failure corresponds to the state of the use and wear that was discovered at the moment of its receiving by buyer;
- In case, if failure appeared in the process of normal use or because of its nature (for example, termination of product's life duration);
- If failure was caused by buyer, particularly, during improper use, storage, incorrect maintenance, interference of buyer or mechanical damage;
- If failure was caused by external conditions (force majeure), independent of seller.

2. Making of warranty claims

Buyer submits warranty claims to seller by means of electronic mail **rma@partizanarsenal.cz**. Information about receiving of buyer's warranty claim will be sent to electronic mail of buyer.

Buyer must prove, that he has right to make warranty claims, particularly, justify the date of purchase, providing payment document, confirmation about obligations of seller in the form of warranty paper, or in other proper way. Buyer does not have right to complain about faulty product, which was discovered in the past and rational discount of sales price for these goods was given.

In case, if right exercising on making of complaints is very inconvenient for buyer, particularly, if goods cannot be delivered to seller in usual way, furthermore, if product is embedded or is a part of immovable property, seller will be evaluating failure of purchase on the spot, which was agreed with buyer. In this case, buyer has to provide all necessary assistance to seller.

3. Right exercising period

Buyer is entitled to exercise his rights related to goods with improper quality during 36 months from the moment of goods receiving. In case of second-hand goods, right exercising period against improper quality of goods could be reduced to 12 months. This reduction of period will be indicated in warranty paper, purchase receipt or shipping paper by seller.

Since termination of above mentioned period, it is forbidden to make warranty claims, apart from agreement of both parties, or in case, if seller or producer provides buyer with separate warranty about quality of goods, going beyond the legal obligations.

If buyer makes warranty claim, warranty period will be suspended, moreover, warranty period for making warranty claim will not be spread on the period of goods repairing and when buyer cannot use purchased goods.

Buyer understands that in case of product replacement under warranty claims procedure, new right exercising period for making warranty claim under warranty obligations is not established. Period

is terminated after 36 months from the moment of purchase of the basic warranty compliance goods. Warranty period is not the same as determination of life duration of goods. Life duration of goods depends on its qualities, maintenance, intensity and form of exploitation.

4. Settlement of warranty claims

Seller must make decision about settlement of warranty claims during three working days. This period does not include time, which is necessary for expert evaluation of the failures. Seller is obliged to provide buyer with written confirmation of indicated date and place of warranty claiming, characteristics of probable failures and required by buyer method of its elimination, information about how buyer will be informed about settlement of warranty claims.

Warranty claiming, including failures elimination, must be regulated during 30 days from the day of warranty claiming, if longer period has not been agreed. If the last day of warranty claiming period is Saturday, Sunday or Holiday, it is postponed till next working day. Missed deadline is essential breach of sale agreement. Seller must provide buyer with written confirmation of period and way of warranty claims settlement. Buyer must not change chosen way of warranty claims settlement without consent of seller, apart from cases, when chosen way of solution cannot be found on time or in general.

Buyer has to take away claiming goods during 30 days from deadline of warranty claims settlement. After this period seller has right to collect rational payment for goods' storage, or to sell it by himself. At the same time, seller is obliged to inform buyer about his intentions in advance and give him rational additional time for receiving of goods.

5. Quality on receiving

Goods are transferred from buyer to user in accordance with regulation §2161 of Civil Code of the Czech Republic, which mean the following:

- goods have characteristics, which were negotiated between buyer and seller, and in case of absence of such agreement, goods have characteristics, described by seller or producer, or characteristics, described in advertising products;
- goods are suitable for the use with aims described by seller;
- goods are provided with declared quantity, measure, amount;
- goods correspond requirements of legislation of the Czech Republic.

In case, if goods on purchase do not correspond to above mentioned requirements, buyer has right to get new goods without failures, and if it is possible, taking into account special features of goods. If indicated failure concerns only a part of product, buyer may require replacement of this part. If it is impossible, buyer has right to terminate sale agreement and require money back in full scale of purchase price. If this process is impossible considering special features of goods, buyer has right to get free repair.

In case, if buyer is not going to terminate sale agreement and use his right to get new goods without failures, replacement of its part or repair, buyer can require discount of purchase price. Buyer can also require discount, if seller cannot provide goods without failures, replace damaged part or repair it, as well as if seller does not provide goods without failures during agreed period, or provision of goods without failures is impossible for producer of goods.

In case, if failure appears during exploitation of goods in period till 6 months from the moment of its receiving, it will be considered, that product had failure on receiving.

6. Responsibility of seller for failure, which is essential or not essential breach of the sale agreement

Responsibility of seller for faulty products, which are essential or not essential breaches of the sale agreement, concerns failures that appeared during 36 months from the moment of goods receiving, namely, failures without applied liability of seller due to p.5.

Failure considers as essential breach of the sale agreement, when buyer would not sign sale agreement, if he had forecasted this fault

before signing. In all other cases it is considered that failure is not essential breach of the sale agreement.

If failure is essential breach of sale agreement, buyer has right to get new goods, elimination of failures, discount, or he may terminate sale agreement (with the right to refund purchase price in full). If failure is not essential breach of sale agreement, buyer has right to eliminate failure or to get discount.

Buyer has right to get new goods, eliminate the failure, get discount or terminate sale agreement, independently of failure type, moreover, if goods are impossible to use or they have large number of failures.

7. Repeated appearance of failures

Buyer has right for supply of new goods, replace of details, rational discount of price or to terminate sale agreement, if repeated appearance of failures is inevitable or number of failures increases during proper use of goods.

Repeated appearance of failure – when the same failure, which was eliminated by warranty at least two times, appears again.

The matter does not concern the situation when the new failure appears on product after previous repair. Large number of failures includes at least three different failures that appear during warranty claiming.

8. Costs of warranty claiming and resolution of disputes

If warranty claiming is accepted by buyer, user has right to recover rational costs related to making complaints.

If seller does not accept warranty claiming, buyer has right to apply to legal expert in the relevant field and to submit an application to get independent professional expertise of goods' failures.

If buyer and seller do not reach an agreement, buyer has right to apply to existing systems of non-judicial solutions of consumer

disputes (for example, www.vasestiznosti.cz) or to appropriate court.

9. Warranty of quality assurance

If seller, besides his legal obligations, provides quality assurance, its compliance is regulated by this warranty claims procedure, if something else was not discussed in warranty paper or sale agreement does not define it in some other way.

10. Contact

To handle a complaint, use this contact: [**rma@partizanarsenal.cz**](mailto:rma@partizanarsenal.cz)

The complaints procedure is valid from August 1, 2023.