

Art. 1 Buyer's rights for complaint about defected product

1. Company Isotra a.s. (Seller) is responsible for products to be delivered to Buyer in requested quality, quantity and design according to the agreement and is packed in standard way (specified in the Agreement or General Business Terms).
2. In case of any defect on product or the product is not delivered in accordance with Purchase Agreement or General Business Terms the Buyer is entitled to complaint about such defect.
3. Quality officer or another responsible person in Isotra a.s. decides about acceptance or refusal of such claim without any unnecessary delay. In exceptional cases (professional inspection of the material by the Seller) the officer can extend the time for complaint procedure to more than 30 calendar days.
4. Seller reserves the right to assess a defect on site of installation. In case Buyer does not allow this option, Seller is entitled to refuse the claim.
5. Complaint procedure is processed in the shortest possible term unless it is agreed differently between Seller and Buyer. In case the Buyer is not satisfied with the result of complaint procedure he may raise remonstrance (in written attn. Quality officer).
6. Seller does not accept any pretension for possible reimbursement of costs related to the claim or with possible exchange of claimed product, unless otherwise specified in the Agreement.

Art. 2 Claim enforcement

1. Complaint needs to be raised by the Buyer by contacting Seller's Quality officer (e-mail: reklamace@isotra.cz) always in written form. Buyer shall enclose all data related to a purchase of the product (invoice, packing list, warranty certificate – in case it was issued). Complaint shall be raised by the Buyer immediately after a defect is detected. In the claim report the Buyer shall mention type of claimed product, claimed quantity, description of claimed defect and how such defect appears; including the Buyer's request. If some information is missing the Seller prolongs

complaint procedure for the same period unless the Buyer provides all necessary information.

Art. 3 Warranty period and period for claim enforcement

Claim is accepted in case:

- a. is enforced in warranty period
 - b. all conditions mentioned in the following documents were met: measurement and assembly manual, control and maintenance manual, warranty certificate or in generally known rules for using the product
 - c. there is no defect arisen by unprofessional manipulation from the Buyer's side (user)
 - d. warranty certificate is submitted (if issued)
 - e. purchase price for claimed product was paid
1. Warranty period is 24 month (unless otherwise specified in warranty conditions of particular product) starting with a date of take-over the product. Period for after warranty service or product repair is 3 months.
 2. Warranty period starts from a date of take-over the product by the Buyer (i.e. by business partner, not end-user).
 3. Warranty period shall not be confused with product life-time, i.e. time for which the product shall run if all points of correct usage considering the product characteristics are met.
 4. Complaint shall be raised immediately after a defect is detected. Obvious defects (e.g. damage by the courier service) have to be announced by the Buyer not later than 2 days after take-over of the shipment on e-mail reklamace@isotra.cz. For complaint acceptance it is necessary to keep the product on the same place where it was delivered, in original packaging, sign the claim report with a driver of a courier company and if possible take some pictures of damaged product. In case the product is damaged by ISOTRA a.s. delivery service the complaint shall be raised within 5 days. Complaints about incomplete delivery shall be raised within 5 days from a date of take-over the product. Hidden defects shall be

claimed immediately after such defects are discovered, not later than within 7 days from their discovery.

If the above periods are exceeded the Seller takes no responsibility for the defects.

5. If the complaint is solved by the Seller by partial replacement of the claimed product (e.g. defected component) the original warranty period continues. If the complaint is solved by replacing the defected product with a complete new product, new warranty is applied for the new product. If the complaint is solved by repair of defected product then warranty period is extended for the time needed for product repair and for time of delivery back to a customer.

Art. 4 **Removable defects**

1. Removable defects are considered such defects when after its elimination all either design, functionality neither quality suffers. The Seller makes decision about character of a defect. Period for defect elimination shall not exceed 30 days or longer period if this was agreed by both sides.
2. If it comes on removable defect the Buyer may ask for proper defect elimination free of charge either by its removal or product replacement. If this procedure is not possible the Buyer may ask appropriate discount from the product price.
3. The Seller may always prefer replacement of the defected product with a new one instead of repairing the defected product.
4. In case the Seller replace the defected product with a new one the Buyer is obliged to return defected product to the Seller for inspection of complaint legitimacy not later than one month after the defect is discovered. Otherwise the new product will be invoiced to the Buyer.

Art. 5 **Irremovable defects**

1. Irremovable defects are considered such defects which is not possible to eliminate and which prevents proper use of the product.

2. If it comes on irremovable defect the Buyer may ask replacing the defected product with a new one. If it comes to irremovable defect which does not prevent proper use of the product, the Buyer may ask for appropriate discount from the purchase price.

Art. 6 **Surfaces of components treated with outside PES powders**

1. Mechanical and physical features of powder coated surfaces meet parameters list in technical manual (and quality A-test) of a color manufacturer. For outside PES powder colors the shade and appearance is governed by the VdL-RL 10 direction. Qualicoat direction then defines tested mechanical effects and weather-resistance.
2. Little blemish in coating (fibers, dots, etc.) are not considered as a defect of coated product unless its size exceed 2mm. Product appearance is judged subjectively on day light from the distance of 2 meters. In case of need we have our own color standards according to which we make the comparison.

Art. 7 **Final Provisions**

This complaint procedure is valid from 15th June 2016