

# Complaints procedure

Valid from 1.8.2019

## 1 Definitions

The supplier is LARX s.r.o., registered office at Kaprova 42/14, 110 00 Prague - New Town, registered in the Commercial Register at the Municipal Court in Prague, Section C, file number 285152.

The Customer is any natural or legal person who has purchased the Goods from the Supplier.

The Complaints procedure defines the manner of making complaints and is valid for all Customers. The Supplier may unilaterally change the Complaints procedure in accordance with the law. The valid version is always published on the Supplier's website and in its registered office.

The Goods are for sale offered items and their parts. For the Goods is always available the Documentation on the Supplier's website (Installation manual and Warranty certificate, or documents included in the package with the Goods). Any subsequent sale or handover of the Goods must be accompanied by handover of the Documentation.

## 2 Quality of the Goods

If the quality is determined, the Supplier is obliged to deliver the Goods in this quality. If it is not specified, it is obliged to deliver the Goods in a usual quality.

## 3 Defects of the Goods

The Supplier has the responsibility that the Goods have and will have the quality and the agreed properties according to the given technical specifications during the warranty period. The Supplier is responsible for defects that the Goods have upon receipt by the Customer.

The Customer is obliged to inspect the Goods at the latest upon receipt. If the Customer finds a defect upon receipt, he is obliged to notify the Supplier of these, either by a registered letter to the Supplier's address or by writing a damage record at the Supplier's office. The defect must be accurately described in the document.

## 4 Warranty

The Goods are provided with a standard warranty of 24 months. The warranty period is calculated from the date of installation, but no later than 6 months from the date of sale. A warranty period of 6 months is provided for service work and repairs of the Goods.

## 5 Complaints procedure in a standard warranty period

The Customer is obliged to notify the Supplier immediately of defects of the Goods, either by a registered letter to the Supplier's address or by writing a damage record at the Supplier's office. The defect must be accurately described in the document.

If the defect is not notified in accordance with the above conditions, the Customer has no right to claim the warranty.

The Supplier verifies compliance with all warranty conditions. He checks that the reported defects exist and have occurred during a normal use. Also, the installation and use conditions specified in the Documentation have not been violated. The Documentation must be filled and signed. It is must be valid, that:

- › Mandatory installation conditions in the Installation manual have been fulfilled without an exception.
- › Mandatory installation procedures in the Installation manual have been followed.
- › Filled and signed Warranty certificate is submitted.
- › The Goods' delivery note, or invoice is submitted.
- › The Goods have not been damaged by their user or a third person.

The Customer is obliged to allow the Supplier's authorized person to perform an assessment of the above. The Customer is obliged to provide a necessary cooperation to prove the exercise of the right from liability for defects.

If the complaint is justified and acknowledged, the Supplier is obliged to solve the complaint within 30 days from the date of receipt of the complaint, which is the day of delivery of the letter or record describing the defect.

If the Goods have not yet been used, the Customer may require replacement of the Goods.

If the defect is removable, it is the Customer's right to have it removed free of charge and in a timely manner. The supplier has the right to determine the method and technical solution of repair or replacement. If it is necessary to interfere with the flooring, the Supplier is obliged to restore the flooring to its original condition at its own expense. If it is not possible, it must be restored to an equivalent state corresponding to the original state.

If the defect is irremovable and the Goods cannot be properly used, the Customer has the right to exchange the Goods or withdraw from the contract.

The Supplier issues to the Customer a Notice of settlement of the Complaint, which includes the date and method of repair if the Complaint is settled positively or, if applicable, rejection of the Complaint with justification. The day on which the Customer has the opportunity to become acquainted with the Notice of settlement of the Complaint is the day of solving the Complaint.

During the complaint period, the Customer may not manipulate with the Goods without the Supplier's consent. The Supplier is not liable for lost profits, increased costs, lost business opportunities or any other third-party damages.

## 6 Loss of warranty

In case of rejection or non-recognition of the claim, the Supplier is obliged to justify this decision and notify the Customer.

The loss of the warranty is mainly caused by not filling the conditions in the Installation manual, by incorrect or improper installation, by tamper with the Goods or incorrect or insufficient completion of the Warranty certificate.

Warranty is lost when the damage is caused by a natural disaster or other damage event such as change in mains voltage, unsuitable operating conditions, etc.

If the claimed defect is not found or it is not a warranty defect for which the Supplier is responsible, or if the Customer fails to provide the Supplier assistance in solving the complaint, the Customer is obliged to pay the Supplier any costs incurred in connection therewith.

## 7 Installation partners

Installation partner by purchasing the Goods confirms that he has been properly trained as an installation partner of LARX CARBON-FILM.COM. It means he is acquainted with the Installation manual and the Installation video.

Also, the installation partner hereby confirms that he is a valid holder of the electrician certificate.

The installation partner is hereby authorized to install the LARX CARBON-FILM.COM heating system independently and at the same time he is fully responsible for the safety and correctness of the installation of the electric heating system according to the applicable local standards and regulations.