

## **COMPLAINTS PROCEDURE DOBRÁ AGENTURA, s.r.o.**

### **1. Subject of Complaints Procedure**

1.1. The Complaints Procedure has been prepared under the Civil Code and applies to goods that were purchased from the seller:

**DOBRÁ AGENTURA, s.r.o., Krahulčí 2016 / 9, 193 00 Praha 9 - Horní Počernice, ID: 26453118, VAT: CZ26453118**

and whose claim was applied during the warranty period.

1.2. Each product purchased at the company DOBRÁ AGENTURA, s.r.o. is accompanied by an invoice and a delivery note, which also serves as a warranty card.

1.3. The basic condition for the submission of a warranty claim is a proof of purchase of goods (original invoice).

1.4. The fact that the customer was aware of the complaint procedure and warranty conditions is confirmed by the Buyer signing the delivery note or invoice. If the warranty card is sent along with ordered goods through a public carrier and the customer does not reject the text or individual provisions of the complaints procedure within 3 working days, it is considered agreed.

1.5. **Complaints Procedure** in this form is valid for all business cases, unless other warranty conditions are contractually agreed.

### **2. The claim for warranty**

2.1. The Buyer has the right to claim the warranty only for purchased goods which show defects, covered by the warranty and were purchased from the Seller or any of the seller official distributors.

2.2. The Buyer is obliged to carry out an inspection of the goods as soon after receipt as possible. Failure to inspect the goods during receiving, the Buyer may claim defects identified afterwards only if it is proven that the goods had defects at the time of delivery.

2.3. For products such as software warranty applies solely to the ability to read the installation media. At the moment of removal of protective equipment (foil, seal, opening envelopes, etc.), the Buyer becomes an authorized user of the software and accepts the manufacturer product license agreement. This commodity can no longer be returned to the Seller.

2.4. The warranty claim expires in the following instances:

- a) if warranty expired on the date of goods delivered for repair
- b) if there is damage to protective seals and labels on the product
- c) mechanical damage to the goods
- d) if the defect was caused by improper installation. Only trained assembly organization holding a valid certificate of DOBRÁ AGENTURA, s.r.o. is entitled to carry out installation for systems where professional installation is needed.
- e) electrical damage to the goods (visibly damaged components or circuit board)
- f) damage of goods during transit (such damage must be dealt with the carrier directly)
- g) use of goods under extreme conditions such as temperature, dust, moisture, chemical and mechanical influences
- h) improper installation, handling, operation or neglect of the goods
- i) if the goods (software) is damaged by a virus
- j) if the defect occurs with software for which the customer is not able to provide a valid license, or uses unauthorized software and consumables
- k) if the goods were damaged by excessive load or use contrary to the conditions specified in the documentation (manual) or general rules
- l) if the defect was caused by penetration of unknown substances into the device
- m) performing unskilled intervention or by changing the parameters
- n) in case of damage due to unavoidable events (natural disaster)
- o) if the goods were used with an incorrect or defective software or incorrect supplies.

2.5 The Buyer does not have the right to use the warranty for defects, which the Seller informed about at the time of signing the contract or the Buyer must have known about under the circumstances of the contract.

2.6 The Seller reserves the right to replace defective and not repairable goods for other or similar goods with comparable technical parameters in accordance with applicable law.

### **3. Duration of warranty**

3.1. The Seller provides a product warranty of 24 months, unless otherwise determined in specific cases.

3.2. A longer warranty period is marked on the delivery note for specific items.

3.3. The warranty period begins on the date on invoice and extends during the period of time, when the product is in warranty repair.

3.4. In the case of goods exchange the customer gets new documents (Protocol about the repair and delivery note). The new delivery note indicates new serial numbers for replaced goods and any other new complaints shall be applied based on the original delivery note, protocol on the repair and the new delivery note. The warranty period for exchange goods begins to run again from the date of receipt new products.

3.5. Relevant provisions of the General Terms and Conditions DOBRÁ AGENTURA, s.r.o. apply for the warranty on the goods in case of purchase via e-shop.

### **4. Price for repair**

4.1. During the warranty period the repairs recognized under the law are free of charge.

4.2. In cases where warranty does not apply the customer is charged for all costs associated with testing and repair of the goods at prices of at least 1 hour service technician work, see the current price + VAT.

4.3 For out of outside of the warranty repairs the hourly rate of service technician work is charged (see current price list) for each additional hour + VAT.

4.4. Company DOBRÁ AGENTURA, s.r.o. is not responsible for any customer data. It is therefore the customer's interest to make regular back-ups. When sending equipment for repair, loss of customer's data is to be expected.

### **5. Method and complaint handling**

5.1. Repairable defects can be fixed in one of the following ways:

- a) the Seller removes the defect without undue delay
- b) the Seller exchanges defective goods for goods without defects (it is a decision of the Seller and the Buyer cannot claim such an outcome of the law claim).

5.2. The defect that cannot be removed and prevents the goods from being properly used, the Seller resolves a complaint by one of the following ways:

- a) ex-change for other goods with the same or better technical parameters
- b) the Seller cannot exchange for other goods, the Seller will issue a credit note in the value of the defective goods.

5.3. The Seller shall process the claim as an exchange for new goods if the defective goods are identified immediately upon delivery, and the claim is made within 3 days from delivery. . .

5.4. Warranty claims are handled exclusively at the main office of the Seller or indirectly through the official trading partners (current list is available on request from the Seller).

5.5. Customers in categories Dealer Group I or II or WHOLESALER, must identify the defect and claim only the defective parts. Such parts must be professionally uninstalled from the object.

5.6. Processing of the warranty claim applies only for the defects identified by the Buyer.

5.7. If service technician recognizes that problem is not caused by the returned product, but by incorrect installation of software or that hardware or software was damaged by improper other hardware or software applications, the Buyer will be charged for technician's work associated with the correction of this condition.

5.8. Immediate replacement of the goods will depend on its availability in stock. As an exception, replacement for goods being repaired can be provided for the time of repair if the capacity of the company DOBRÁ AGENTURA, s.r.o. permits.

5.9. Even if the Buyer submits a warranty claim for goods delivered, the Seller has a right to be reimbursed for the cost of goods.

5.10. Incomplete or damaged consignment shall be immediately reported to the following address: info@dobraagentura.cz, complete a protocol and send it without undue delay by fax, e-mail or by mail to the Seller. Additional claims of incompleteness or external damage to the consignment does prevent the Buyer from claiming the warranty, but gives the Seller the opportunity to prove no conflict with the contract.

5.11. Buyers claiming defective goods can use delivery service to send the goods to the address of the Seller. Claimed goods should be properly packaged to avoid damage during transport. The consignment should be clearly marked "WARRANTY COMPLAINT", and include: defective goods (including all accessories), enclosed copy of the purchase document, a detailed description of the defect and sufficient contact details of the Buyer (return address, phone number). The Buyer cannot send defective goods to the Seller with cash on delivery.

### **6. Extended Warranty**

For legitimate claims, the products with a warranty longer than 24 months will be accepted for warranty repair even after the expiry of the 24 months free service.

### **7. Final provisions**

The Complaints Regulations come into force on October 1, 2011 and replace all previous versions.

Company DOBRÁ AGENTURA, s.r.o., s.r.o. reserves the right to make changes and updating Complaints Procedure without prior notice.

Miroslava Pohanková  
Director