

## COMPLAINTS HANDLING RULES

### OF SPRINT SPOL. S R.O. (SUPPLIER)

valid since 1<sup>st</sup> of September 2020

The conditions for the application and settlement of complaints of the Goods delivered by SPRINT spol. s r.o., Company ID No.: 497 06 004, with the registered office at Bečovská 1083, 104 00 Praha 10 (hereinafter referred to as the “Supplier”), following from the General Business Terms and Conditions (hereinafter referred to as the “**Complaints Handling Rules**”).

#### 1. COLLECTION AND ACCEPTANCE OF GOODS

- 1.1 Collection and acceptance of the Goods by the Customer shall be performed upon delivery.
- 1.2 Acceptance of the Goods consists in a factual check of the data stated in the delivery note or other original document for the Goods and their comparison with the actually delivered types and quantities of the Goods, including the visual integrity of the original packaging. In case of violation of the original packaging, the Customer may reject the shipment or perform a quantity and quality acceptance.
- 1.3 If the Customer finds discrepancies in the number of packaging units or bulk Goods, obvious non-integrity of the delivery, including violation of the original packaging, or circumstances indicating this, it is obliged to write a record on this fact with the carrier in the delivery note or other accompanying document, in which both parties shall make their views known. In addition to the identified defect of performance, the record must also contain the date of drawing up the record, or the registration number of the carrier's vehicle and signatures of the relevant employees of the carrier and the Customer.
- 1.4 By drawing up or signing the record by the carrier according to Article I (3) of the Complaints Handling Rules given above, the Customer's obligation to take over the ordered Goods does not expire, unless there are reasons to reject the shipment. This does not affect the rights and obligations of the Customer in the application and handling of complaints according to Article II of the Complaints Handling Rules below.
- 1.5 If the carrier refuses to draw up or sign the record, the Customer is not obliged to take over the Goods, but it is obliged to inform the Supplier of this fact in writing within **3 days** at the latest. Otherwise, the Customer is deemed to have rejected to accept the Goods without reason.

## 2. APPLICATION AND HANDLING OF COMPLAINTS

2.1 **Quantitative complaints of the Goods in the original packaging, as well as Goods in bulk** must be made no later than **7 working days** upon the date of delivery of the Goods.

2.2 **Unless otherwise stipulated, the Customer may complain of manufacturing and functional defects of the Goods** without an undue delay after he had an opportunity to inspect the Goods and find out the defect, but no later than **12 months** upon the date of delivery of the Goods. However, the Customer is not entitled to complain of the Goods at a time when it is in delay with the performance of its part of the liability to the Supplier arising out of the Purchase Agreement.

2.3 **Complaints (i.e. a notification of a defect associated with the exercise of rights from defective performance)** shall be made in writing via a complaint form sent to the Supplier or electronically via the Supplier's B2B system, and the form must contain at least the following data:

- the address of the Supplier (with an exact indication of the location of the dispensing warehouse);
- a detailed description of the claimed defect;
- the Customer's proposal for the handling of the complaint;
- appropriate means of proof to enable the justification of the complaint to be verified;

In the event that the complaint form does not contain the above information, their supplementation will extend the Supplier's term for handling the complaint.

2.4 The complaint form is made in three copies, of which:

- the original is intended for the Supplier;
- one copy is intended for the Customer;
- the second copy is attached to the claimed Goods (unless the shipment has already been refused from the carrier).

2.5 **The Customer is entitled to complain defects of the Goods, which were the reason for its justified legitimate exchange or cancellation of the Purchase Agreement with a consumer** within 36 months from the date of delivery of the Goods by the Supplier at the latest. This does not fully apply to the so-called "outlet goods", i.e. the Goods not used, without defects or wear and tear, delivered at a lower price explicitly as post-season goods.

2.6 **The Customer is entitled to complain defects of the Goods that were the reason for its justified repair, replacement or cancellation of the Purchase Agreement with a consumer**, delivered to the Customer explicitly as outlet goods and used or otherwise worn Goods as a result of its previous normal use or long-term storage within 12 months from the date of delivery of the Goods by the Supplier at the latest.

- 2.7 **The Customer does not have the rights from defective performance** regarding defects of the Goods, which were notified in advance to the Customer or which it caused itself, as well as defects of the Goods delivered explicitly as used, corresponding to the degree of use or wear and tear that the Goods had when taken over by the Customer.
- 2.8 The claimed Goods must be completed (if the incompleteness was not the subject of the complaint), cleaned and the defect visibly marked. The Goods must be packed and secured against loss and damage during transport and sent without an undue delay to handle the complaint.
- 2.9 The Customer shall send products with a warranty card or otherwise covered by the quality guarantee and the marked service repair shop, if the defect is a remediable repair, directly to the repair shop with a copy of the complaint form.
- 2.10 The Supplier is obliged to assess the complaints lodged within **30 days** of receiving the complaint form in terms of the possibility of repairing the Goods, delivery of new Goods without defects, delivery of missing Goods or provision of a discount. In the case of providing a discount, a document will be issued to the Customer, to which a credit note – a corrective tax document – will be sent.
- 2.11 Unless otherwise stipulated, these Complaints Handling Rules shall apply exclusively to the procedure for exercising the rights of Customers (entrepreneurs) from defective goods pursuant to Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “**CC**”), but not to the procedure for exercising the rights of consumers from defective goods purchased in a store in the meaning of Section 2158 et seq. of the Civil Code.
- 2.12 Unless otherwise stated in the Purchase Agreement, a warranty card or other agreement between the Customer and the Supplier, all claimed Goods must be sent to the Supplier to the address:

**SPRINT spol. s r.o.**

Bečovská 1083/3

104 00 Praha 10 – Uhříněves

- 2.13 These Complaints Handling Rules enter into force on the day of their issue and enter into effect on 1<sup>st</sup> of September 2020 and remain valid and effective until revoked or until their update is released.

**SPRINT spol. s r.o.**  
signed by Ing. Michal Olekšák  
CEO