

## Warranty Claim Guidelines for Customers

The Warranty Claim Guidelines for customers regulate the manner and the conditions of warranty claims for defective goods purchased through the online shop Your20th.com of our company

JOINT PROJECT, s.r.o., with registered office at Třeboradická 755/9, Kobylišy, 182 00 Praha 8

Registration No: 24714372

is not subject to VAT

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 168224

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### 1. What defects are we liable for?

1.1. As the seller we are liable that the **goods have no defects as of the moment of its takeover**. This means that the goods:

- have characteristics, which have been negotiated between us, which we describe, or which you could expect with regard to the nature of the goods and on the basis of an advertisement;
- have the right quantity, measure or weight;
- meet the requirements laid down by legal regulations;
- are suitable to be used for the purpose we state or to which the goods are usually used;
- the situation where we deliver other goods to you than which has been negotiated between us is also considered defect;
- the goods have the quality which has been negotiated between us, or the quality which valid and effective legislation lays down for the type of goods concerned; and
- do not have any legal defects, i.e. no third person has property rights to the goods and the goods are fitted with all documents necessary for proper usage.

Furthermore, we guarantee that the defects will not occur within the warranty period.

**Beyond the warranty period for consumers we do not provide any quality guarantee.**

1.2. The disparity of colour tones in reality and on electronic display devices is not considered as the defect of the goods. If the goods do not conform to your idea, you have the right to withdraw from the contract within 14 days from receipt of the goods in accordance with Article 5 of the Terms and Conditions of the Sale.

1.3. **In case the defect occurs within six months from the receipt of the goods, it shall be deemed that the goods were defective at the time of the takeover.**

## 2. How long is the warranty period?

- 2.1. For the unused consumer goods, the warranty period is **twenty-four months from the receipt of the goods**, provided that there is no longer period stated on the website or in the documents accompanying the goods.
- 2.2. Please note that in case the goods will be exchanged or repaired, there is no new warranty period commencing for the new goods or components and spare parts respectively. However, the warranty period is extended by the time during which you can't use the defective goods, i.e. in particular the time during which the goods are being repaired.

## 3. What rights from defective performance do you have?

- 3.1. Your rights from defective performance are governed by the relevant legislation, in particular by the provisions of Section 2099 to 2117 and Section 2165 to 2174 of the Civil Code.

- 3.2. In accordance with the above-mentioned provisions you have particularly following rights:

- a) **Right for complement of what is missing**

If we will deliver you less amount of goods other than was ordered, or deliver incomplete order, you have the right for complement of what is missing.

- b) **Right to a reasonable reduction of the purchase price**

In case that with the supply of the goods exists defect or the defect occurs within warranty period, **you always have right to request** the reasonable reduction of the purchase price.

- c) **Right to have a new defect-free thing or replacement of the component part of the goods**

**You have always the right to request** a new defect-free thing or replacement of the component part of the goods if it is not disproportionate to the nature of the defect (i.e. in case that it is impossible to immediately repair the thing) and if It is not only non-fundamental breach of the contract.

**You have not the right to have** a new defect-free thing in cases when only a part (component) of the goods is defected. If we during the complaint proceedings find out that only part of the goods is defect, we will replace only that part.

**You can't request** to have the new defect free-thing in case of the goods sold for a lower price. Instead of it you can request a reasonable reduction of the purchase price.

- d) **Right to have a thing repaired**

If it is possible to repair the goods, you have right for removal of the defect free of charge. If it occurs during the complaint proceedings that we are not able to repair goods, we will inform you about it without undue delay and you can choose another in this article mentioned option for warranty claim.

- e) **Right for cash refund** (withdrawal from the contract)

**You have right to request cash refund only in case**, that:

- our supply of defect or incomplete thing is considered as fundamental breach of the contract; or
- we are not able to remove the defect, for which you can't use the goods properly, or we are not able to replace the thing with this defect (e. g. the goods are no longer manufactured); or
- you can't use the goods properly due to the repeated occurrence of the defect after a repair (occurrence of the same defect after at least two previous repairs); or
- occurs a large number of defects of goods (current occurrence of at least three removable defects and every of them avoiding proper usage of the goods); or
- we will not comply with deadline for handling of the complaint/remedied the situation for the period of 30 days from your warranty claim.

**3.3. Request for supplying you with a new defect-free thing or cash refund** (in case of withdrawal from the contract) **is that you return the thing in the same condition in which you received it.** This does not apply if:

- a) there has been a change in its condition as a result of inspection to discover a defect of the thing,
- b) you used the thing before the discovery of a defect,
- c) you did not cause the impossibility to return the thing in the same condition by an act or omission, or
- d) you sold the thing before the discovery of the defect, consumed it or altered the thing during its normal usage; if it occurred only partially, you shall return us everything you still can and shall compensate us in the amount of the benefit you enjoyed as a result of the usage of the thing.

#### **4. When you can't exercise the rights from defective performance?**

4.1. You do not have the rights from the defective performance if:

- you have had the knowledge of the defect prior taking over;
- you have caused the defect by yourself;
- warranty period has expired.

4.2. Warranty and liability claims for the defects also does not apply to:

- the wear and tear of a thing caused by its normal usage;
- a defect of a thing sold for a lower price for which the lower price was stipulated; or
- if it follows from the nature of the thing.

#### **5. How to proceed with your warranty claim?**

5.1. Assert your warranty claim with us without undue delay from finding out of the defect.

5.2. **In accordance with Consumer Protection Act we accept the warranty claim at our registered office.**

5.3. Claim can be asserted in the following manner:

- for faster processing, you can contact us in advance by telephone, e-mail or by writing;

- it is appropriate to notify us which right from the defective performance you have chosen, i.e. whether you are interested to have the defect removed, to have a new defect-free thing or a defect-free component part of the goods, reasonable reduction of the purchase price or other rights in accordance with this Warranty Claim Guidelines or Civil Code;
- deliver the claimed goods (other than by the way of cash on delivery, which we are not taking over) to the address of our registered office. When sending the goods, wrap it in the suitable packaging to avoid damage or destruction;
- **We advise you to attach a receipt or tax document - invoice if it has been issued, or other document evidencing the purchase of the goods, together with a description of the defect and a proposal of a manner dealing with your claims.**

**If you fail to comply with any steps listed above or submit any of the above-mentioned documents a positive settlement of the warranty claim under the legal conditions shall not preclude.**

- 5.4. The moment of asserting the warranty claim is the moment when we were notified of the occurrence of the defects and the right from warranty was claimed.
- 5.5. Inbox warranty claim is handled promptly; in the event of a disputed claim we will decide of its acceptance within three working days from the date of assertion of the warranty claim. Reasonable time for the expert assessments of the defect is not included in this period. The warranty claim will be settled not later than 30 days from the date of the assertion of the warranty claim, unless we agree otherwise.
- 5.6. If you will request a right that can't be conferred to you (particularly in the case of irremovable defects, or in the case of replacement which is not possible), we will contact you without undue delay. In this case you can exercise another right mentioned in this Warranty Claim Guidelines.
- 5.7. You will be issued a written confirmation about the date of assertion, information about the content of the warranty claim and which right from the defective performance you have chosen. After the warranty claim is settled you will be issued the information about the date and method of the settlement of the claim, including confirmation about remedy made and about repair time or written reasoning of the refusal of the warranty claim.
- 5.8. In accordance with the Civil Code you are also entitled to reimbursement of the costs reasonably incurred in asserting the warranty claim. You must assert this right within one month after the time limit for claiming the defect has expired.**

The Warranty Claim Guidelines are valid and effective as of AUGUST 10TH 2018.