

# Claims Policy

of the company SPECTRA spol. s r.o.

This Claims Policy (hereinafter referred to as the "**Claims Policy**") of SPECTRA spol. s r.o. with identification number **15546608** and with its registered office at **Zlínská 1152, Vizovice, 763 12**, registered in the Commercial Register at the Regional Court in Brno, section C, Insert 948 (hereinafter referred to as the "**Seller**") is an annex to the Seller's General Terms and Conditions (hereinafter referred to as the "**GTC**") and is an integral part thereof. All capitalized terms used in this Claims Policy have the same meaning as in the GTC. This Claims Policy governs the rights of defective performance between the Buyer and the Seller under the Purchase Agreement and the related claims procedure.

The Buyer is an entrepreneur pursuant to Section 420 of Act No. 89/2021 Coll., Civil Code (hereinafter referred to as the "**Civil Code**") and is not a consumer within the meaning of Section 419 of the Civil Code.

## 1. Liability of the Seller, defects in the goods

1.1. The Seller is responsible for the fact that the goods are free from defects upon receipt by the Buyer, i.e. that:

- a) the goods have the characteristics agreed between the Seller and the Buyer, and in the absence of such an agreement, the goods have the characteristics described by the manufacturer or the Seller or which the Buyer could have expected given the nature of the goods;
- b) the goods are fit for the purpose stated by the Seller for their use;
- c) the goods correspond in quality and workmanship to the arrangements specified in the Purchase Agreement, the agreed sample or specimen;
- d) the goods are delivered in the appropriate quantity, measure or weight; and
- e) the goods comply with the requirements of the legislation.

## 2. Rights of the Buyer

2.1. The rights of the Buyer in the event that the goods are defective vary depending on whether the defect is a fundamental or minor breach of the Purchase Agreement. A fundamental breach of the Purchase Agreement is a breach of the Purchase Agreement of which the party breaching the Purchase Agreement already knew or must have known at the time of entering into the Purchase Agreement that the other party would not have entered into the Purchase Agreement if it had foreseen the breach. Other breaches of the Purchase Agreement are minor breaches.

- 2.2. In the event that the goods have a defect that constitutes a fundamental breach of the Purchase Agreement (regardless of whether the defect is removable or irremovable), the Buyer may demand:
- a) remedy of the defect by supplying new goods (things) without defect or by supplying the missing goods;
  - b) the defect is repaired free of charge;
  - c) a reasonable discount on the purchase price; or
  - d) refund of the purchase price on the basis of withdrawal from the Purchase Agreement.
- 2.3. In the case of a defect that constitutes a minor breach of the Purchase Agreement (regardless of whether the defect is removable or irremovable), the Buyer is entitled to:
- a) remedy the defect by supplying new goods (items) without the defect or by supplying the missing goods; or
  - b) a reasonable discount on the purchase price.
- 2.4. If the Seller is able to eliminate the defect by repair or delivery of a new defect-free performance within 30 days of the claim, the Buyer is obliged to accept the method proposed by the Seller.
- 2.5. The Buyer acknowledges that it is not entitled to rights from defective performance in the following cases:
- a) if the time for claiming the goods has expired;
  - b) if the defect in the goods was caused by improper use, failure to follow the Seller's instructions, improper handling, installation, operation or other manipulation;
  - c) if the goods have been properly manufactured in accordance with incorrect documents and/or instructions of the Buyer and the goods conform to such documents and/or instructions;
  - d) if the perishability of the goods is less than 3% in the case where the subject of the Purchase Agreement was the delivery of 100 or more pieces of the same type of goods;
  - e) if the difference in the concentration and/or composition of the goods is within the permitted range according to the accompanying documentation or the variation is less than + - 3% of the concentration of the individual substances;
  - f) if it is clear from the nature of the goods that the quantity specified in the Purchase Agreement is only approximate and the difference between the quantity specified in the Purchase Agreement and the quantity actually delivered is no more than 5% in either direction;

- g) if the Buyer has concluded a Purchase Agreement in respect of goods which were defective and have been discounted for their defect; the Seller shall not be liable for the defect for which the goods have been discounted;
- h) if the defect was caused by the Buyer or by force majeure; or
- i) if it is a defect in the goods, which the Buyer should have noticed with the exercise of ordinary care already at the conclusion of the Purchase Agreement.

### **3. Course of the Claim Procedure**

**3.1.** The Buyer is obliged to check the goods and their condition immediately after receipt to ensure that the goods are free from defects.

**3.2.** When transporting goods using the services used by the Seller to transport the goods to the Buyer, damage to the shipment or its contents (goods) may occur. If the carrier or courier service delivers a shipment that is visibly damaged (including cases where it can be seen on the packaging that it has been exposed to weather or water), the Buyer has the right to refuse to accept the shipment, indicating the reason for the damage to the packaging. If the Buyer still wants to take over the goods, it will draw up a damage report with the carrier. The carrier or courier service will then handle the claim if the contents of the package are damaged. If the Buyer does not sign this damage report with the carrier, the Buyer may not be entitled to the rights of defective performance in connection with defects caused by the transport of the goods. In the event that the Buyer, after opening the packaging, finds physical damage to the goods, which may be damaged due to transport, it is obliged to file such a claim immediately within 14 hours with the Seller, who will inform the Buyer about the further procedure.

**3.3.** The Buyer is obliged to notify the Seller of other defects immediately, but no later than 5 working days after receipt of the goods. The Buyer is obliged to notify the Buyer the defects (claim) in writing to the Seller's address or electronically to the Seller's e-mail [reklamacie@spectrachemie.cz](mailto:reklamacie@spectrachemie.cz) and properly justify the claim. In the notification, preferably via the Complaint Form, the Buyer is obliged to provide a description of the defect, the contact details of the Buyer, the invoice and, if applicable, the delivery note. Without these documents, the Seller may evaluate the claim as unjustified, reject it and return the goods back to the Buyer at the Buyer's expense and risk.

**3.4.** The Buyer shall not be entitled to reimbursement of the costs incurred for the claim of the goods and for the claims procedure in general.

**3.5.** When making a claim, the Buyer shall deliver the claimed goods to the Seller's address at its own expense and risk, unless the Seller gives the Buyer different instructions. By agreement with the Seller, only the defective part may be delivered for a claim. If the Buyer sends goods for claim by transport service, it is obliged to visibly

mark the package with the inscription CLAIM - this measure is necessary to speed up the identification of the shipment.

**3.6.** The Seller, after examining the submitted documents and a cursory inspection of the claimed goods:

- a) accepts the claim as justified and settles it on the spot;
- b) rejects the claim as unjustified and returns the claimed goods to the Buyer at his expense;
- c) accepts the claimed goods for a professional assessment, based on the results of which the claim will either be recognized as justified and properly handled, or it will be rejected and the goods will be returned to the Buyer at its expense.

3.7. The Seller shall set a reasonable time limit for the settlement of the claim, taking into account the nature of the defects in the goods and the possible resolution of the claim.

3.8. In the case where the Buyer delivers the claimed goods to the Seller, it is obliged to pack them in suitable packaging to prevent damage or change of quality. The Buyer shall ensure that the goods claimed are clean and complete. Otherwise, the Seller is not obliged to deal with the claim and is entitled to send the goods back to the Buyer at the Buyer's expense.

3.9. The Buyer is obliged to obey the Seller's instructions and store or dispose of the goods according to the Buyer's instructions so that the defect can be examined. In the event that an on-site inspection, test or experiment is necessary to assess the defect, the Buyer is obliged to allow the Seller to enter the place where the goods are located and to provide the Seller and, if applicable, the manufacturer of the goods with the necessary assistance, all at its own expense.

3.10. In the case of a rejected claim, the Seller shall issue a written confirmation to the Buyer (Complaint form) with the reasons for such rejection. If the Seller accepts the Buyer's claim as justified, the Seller shall issue the Buyer with a claim report - a written confirmation (Complaint form) of the content and time of the claim.

3.11. In the event that a dispute arises between the Buyer and the Seller regarding the resolution of the claim or in connection with it and the parties fail to resolve the dispute for more than 30 days, the Buyer and the Seller undertake to use an independent expert registered in the list of experts and interpreters maintained by the Ministry of Justice of the Czech Republic, on which they agree and which will be in the list of experts maintained for the required field. The dispute shall be deemed to have arisen at the moment when the Seller receives a written or e-mail notification of the disputed outcome of the claim. If the Buyer and the Seller do not agree on a specific expert within 14 days, each party is entitled to propose one expert registered in the list of experts maintained by the Ministry of Justice for the required field within 14 days and send this proposal in writing or by e-mail to the other party. The expert who will resolve the dispute shall be determined by lot from among the experts proposed by the parties.

If a party fails to propose an expert to resolve the dispute within 14 days, its right to propose an expert shall expire.

This Claims Policy is effective on the date on which the GTC are effective.