

1. Preamble

1.1

This Complaints Procedure governs the Customer's procedure in the event that, despite all efforts by ARTGLASS to maintain the high quality of the offered Goods and the completeness of the supply of the Goods, the Customer has a legitimate reason to exercise liability for Quality Defects of the Goods or Quantity Defects of the delivered Goods.

1.2

The Customer's rights arising from defective performance (hereinafter referred to as the „Complaint“ or the “Reclaim”) shall be exercised in accordance with this Complaints Procedure. Matters not regulated by this Complaints Procedure are governed by the legal order of the Czech Republic in accordance with Act No. 89/2012 Coll., The Civil Code, as amended, and Act No. 634/1992 Coll., On Consumer Protection, as amended.

1.3

By this Complaints Procedure, the Seller informs the Customer about the conditions, method and possibilities of making a Complaint of defective or otherwise damaged Goods. The rights and obligations of the contracting parties regarding the Seller's liability for defects, including the Seller's warranty liability, are governed by the relevant generally binding legislation (especially the provisions of § 2099 et seq. and 2158 et seq. of the Civil Code).

2. Elemental terms

Seller means:

ARTGLASS s.r.o.
Dolní Černá Studnice 45
46821 Pěnčín
Czech Republic

The place for exercising the Reclaim is the Seller's place of business:

ARTGLASS s.r.o.
Smetanova 1659/42
466 01 Jablonec nad Nisou
Czech Republic
email: customerservice@artglass.cz

The **Goods** are considered to be catalog and customer products from the Seller's production, ie chandeliers and lighting fixtures, including accessories and potential spare parts. In the case of project production, the Goods are considered specifically a customarily adjusted catalogue products and customary products from the Seller's production or on the basis of the customer's proposal, i.e. chandeliers and lighting fixtures including their appurtenances and potential spare parts.

Customer means the buyer who bought the Goods from the Seller.

An **order** means a written confirmation of an offer, letter, e-mail or the order itself or a selection made in person at the headquarters or at the place of business of the Seller (hereinafter the “Order”).

Complaint (Reclaim) means the exercise of the Customer's rights from the Seller's liability for Quality Defects of the Goods or for Quantity Defects of the Goods.

Quality defect means a case where the delivered Goods do not comply with the Seller's specification stated in the Seller's catalog or shop drawing (hereinafter „SHDRW“), in reference samples or in installation or maintenance instructions issued by the Seller or a situation when the Seller used unsuitable or low-quality material during the production which pre-

vents the Goods to be used in accordance with the Seller's specification. However, a Quality Defect is not the case of minor deviation from the product specifications of its size, shape and color shades of the Goods which correspond to the common quality and are generally accepted in the case of these types of products produced in bulk or unique customary Products. A Quantity defect means a situation when the amount of delivered Goods is in conflict to the Order and the delivery note or when different Goods are delivered than the Goods declared in the Order and on the approved SHDRW.

NOTICE:

The Seller is not a supplier of light sources. The sources cannot be reclaimed against the Seller and they are usually not subject of the supply, except for LED strips and ballasts. These products are under the warranty of 24 months, unless specific terms and conditions of the given producer of LED strips and ballasts provide otherwise.

For each sold Goods, the Seller issues a receipt, invoice or sale document which shall serve as the warranty sheet and is thus issued with all necessary data (title, price, amount, date of the purchase...), which shall then serve for exercising any potential reclaim. The business packaging may also include a separate warranty sheet; however, if it is not completed, it is replaced by the invoice or sale document for cash.

3. General provisions

3.1

This Complaints Procedure apply to the Goods purchased from the Seller and specify the rights and obligations of the Customer and ARTGLASS and further details and describes the principles and processes establishing the manner in which such Complaints against ARTGLASS components and products shall be resolved.

3.2

Before ordering the Goods, the Customer is obliged to get acquainted with the General Commercial Terms and Conditions (hereinafter referred to as „GCTC“) and the Complaints Procedure of ARTGLASS. By a binding order, the Customer confirms that he/she/it agrees with the Complaints Procedure and the GCTC. The provisions included in this Complaints Procedure shall prevail over the provisions of the GCTC when it comes to complaints against ARTGLASS components and products. The Complaints Procedure, the Complaint Form and the GCTC are available for download on the Seller's website www.artglass.cz.

3.3

The Customer shall make sure to have defined his/her/its needs prior to purchasing the Goods by specifying its purpose, size and type of the ordered Goods. Only if the Goods is properly defined by the Customer as for its size, function and type, it can fulfil the expected utility values and the purpose of the purchase.

3.4

The statutory warranty period lasts 24 months (2 years) from the day of purchase. Individual warranty conditions may be specified in the purchase agreement or in the contract for work which would correspond to the nature of the ordered customary product and used technologies; the warranty period of such product may also be specified by a request of the client in the assignment documentation. However, these conditions may not be taken into consideration by the Seller if they are in conflict with technological, production and usual warranty period of similar products. In such a case, the Seller shall propose to the Customer the maximal possible warranty period which it is capable of granting in relation to the given type of product.

3.5

If the Goods is not collected in person, the takeover of the Goods means the moment when the carrier hands the Goods to the Customer; at that moment, the warranty period commences.

3.6

When taking over the Goods from a transportation service or via an international carrier, the Customer is obliged to check:

- integrity (no damage) of the packaging and its potential mechanical damage. When uncovering any defects, compile a protocol on damage with the driver at the spot or file complaint regarding the package with the transportation postman. Any complaints without a complaint protocol shall not be considered;
- When taking over the Goods, the Customer shall inspect the type and amount of delivered Goods on the basis of an included invoice or a delivery note. Please, exercise any complaints regarding the discrepancies to the delivery within three days after receiving the Goods. Any discrepancies exercised after the expiry of this period shall not be taken into consideration.

3.7

The Seller is responsible to the Customer for the fact that the Goods are in accordance with the purchase contract or other expression of the will to purchase, in particular that it is free of defects. Conformity with the purchase contract means that sold Goods presents the quality and utility characteristics required by the agreement, described by the Seller or expected on the basis of presented advertisement, or potentially the quality and utility characteristics common for the Goods of such type, and that it corresponds to the requirements of legislation, and it is of the proper amount, level and weight, and corresponds to the purpose which was declared by the Seller for the Goods or for which the Goods is usually being used.

3.8

If the Goods at handover to the Customer do not correspond to the purchase agreement or the approved SHDRW and reference samples of the material or mock-ups of the Product (hereinafter the "conflict with the purchase agreement"), the Customer is entitled to request that the Seller adjusts the Goods free of any charge and without undue delay into the condition which would correspond to the purchase agreement, specifically on the basis of the Customer's request by either the exchange of Goods, or its reparation; if such an approach is not possible, the Customer may request a corresponding discount from the price for the Goods or the Customer may withdraw from the agreement. This does not apply to the case when the Customer was prior to the takeover of the Goods aware of the conflict with the purchase agreement or such conflict with the purchase agreement was caused by the Customer. The conflict with the purchase agreement which presents itself within 6 months after the takeover of the Goods is considered to be a conflict which had already existed at the moment of the takeover, unless this would be contrary to the nature of the Goods or unless it is proven otherwise.

3.9

The rights of the Customer arising from the Seller's liability for defects, including the warranty liability of the Seller, shall be exercised by the Customer towards the Seller at the address of the Seller's establishment as specified above.

4. Exercising the Complaint and exceptions from liability for defects

4.1

Any request for the satisfaction of the complaint shall be presented by the Customer to the Seller in a written form instantly after the defect to the Goods had occurred with a specific request for rectification. If the reclaim is justified, the Customer is entitled to request reparation or replacement of defective components, or potentially a reasonable discount from the purchase price. If the defective performance constitutes a serious violation of the purchase agreement/binding order, the Customer is entitled to request the removal of the defect by delivery of new Goods, or the reparation of Goods, or a corresponding discount, or the Customer may withdraw from the agreement.

4.2

The Seller shall not accept any claim towards the warranty, if the defect to the Goods was caused by the failure to fulfil conditions included in the GCTC or Direction for use or in the General instructions for the use of lighting fixtures produced by the company ARTGLASS, or due to the fact that:

- a) the Goods have not been used and maintained in accordance with the instructions given in the above-mentioned documents or have been damaged by any unprofessional intervention by the Customer or an unauthorized service person;
- b) using the Goods in conditions that do not correspond to their temperature, dust, humidity, chemical and mechanical influences of the environment, which is directly determined by the Seller;
- c) the Goods were damaged during further transportation after the customer had taken over the Goods;
- d) the goods have been mechanically damaged;
- e) spare parts other than those recommended by the Seller have been used for repair or maintenance of the Goods;
- f) the Goods have been damaged or excessively worn due to non-compliance with the conditions specified in the above-mentioned documents;
- g) an intervention has been made in the construction of the Goods without the consent of the Seller;
- h) defects were caused by improper storage or improper handling of the Goods;
- i) the Customer withheld the information regarding the actual number of operational hours and conditions of the operation;
- j) the defect is caused by an unforeseeable event or force majeure;
- k) warranty conditions do also not apply to the components and assembly sets which are subject to common operational wear and tear;
- l) if the defect was existing at the moment of the handover and a discount from the purchase price was negotiated for such defect;
- m) if these are used Goods and the defect corresponds to the level of use or wear and tear which were present at the moment when the Customer took over the Goods;
- n) unprofessional installation, handling, operation or neglect of care of the Goods;
- o) performing an unqualified intervention or changing parameters;
- p) modification of the Goods by the Customer (painting, bending, other than recommended sources, etc.), if the defect arose as a result of this modification;
- q) if the defect is caused by the Customer and was caused by improper use;
- r) the Seller does not accept the reclaim of the lights, transformers, LED stripes and chips and other components with which an interference was performed to their connection or any cables were shortened or any connectors cut off.

4.3

A warranty reparation may only be performed by the Seller and servicing persons authorized by the Seller. The time which is required for the transportation of Goods from the Seller to the Customer and any potential losses arising due to downtimes shall not be reimbursed. The Seller shall not provide the Customer with any replacement Goods for the time while the warranty reparation is being performed.

4.4

The warranty period shall be extended by the period of any potential warranty reparation.

4.5

The Seller reserves its right to assess the defect to a component or the assembly set. For such an assessment, the Seller is entitled to request photo-documentation of the defect or the delivery of the defective component for assessment.

4.6

No other warranties than those specified above shall apply to the Goods.

4.7

If the Seller and the Customer had arranged that the Goods shall be dispatched in the agreed manner to the Customer's address and the Customer does not request the installation of the Goods, then the warranty period commences on the day when the Seller had handed the Goods to transportation or to the postal office. If the Goods shall be installed for the Customer by the Seller, then the warranty period commences on day when the Assembly Protocol had been signed by the Customer. Should there be any obstacles on the side of the Customers which lead to the impossibility to install the lights

(e.g. constructional unpreparedness of the location of installation, etc.) which last for more than 3 months after the moment of the Goods handover, then the warranty period shall be considered to commence on the day following the expiration of the three-month period.

4.8

The costs of the transportation of the repaired Goods back to the Customer's address shall be paid by the Seller if all the conditions for the satisfaction of the reclaim had been met; however, the Seller shall not pay the costs for the disassembly and assembly if it is not the case of a Complaint within the assembly performed by the Seller.

4.9

Should the right to warranty not be satisfied, the Seller reserves its right to present the Customer with the bill for any of the performed servicing activities and to request the payment for all the costs related to the assessment of the claim and/or to the reparation of the Goods.

5. Place and manner of exercising the Complaint

5.1

The Customer shall submit the Complaint in writing (by email or via a letter sent through registered mail) to the above address of the Seller's place of business. Should the Reclaim be notified to the Seller orally or by phone, the Seller may request a written confirmation thereof.

5.2

In order that the Reclaim is properly exercised, it is necessary for the Customer to provide the Seller information necessary for proper assessment of the justifiability of the Reclaim. The Customer shall prove the purchase of the reclaimed Goods with a purchase document and shall further state the description of the reclaimed Goods and the reason for the Reclaim and a description of the reclaimed defect together with photo documentation from which the reclaimed defect will be apparent. The Customer fills in this information in the Complaint Form, which forms an annex to this Complaints Procedure, and which is available at www.artglass.cz. At the same time, in the Complaint Form, the Customer shall propose the required method of handling the Complaint (repair of the Goods, replacement of the Goods, return of the purchase price, discount from the purchase price, delivery of the missing Goods).

5.3

In the event that the Customer does not provide the information necessary for proper assessment of the justifiability of the Reclaim pursuant to Section 5.2, the Reclaim shall not be properly asserted. The Seller will then ask the Customer to provide further missing information within a reasonable time. If the Customer fails to do so, the Seller shall reject the Complaint as unjustified. The period for resolving a Reclaim commences on the day when complete documentation had been delivered.

5.4

The Seller is entitled to dismiss the Reclaim if the Customer fails to deliver necessary information or all the reclaimed Goods.

5.5

All the costs related to exercising the Reclaim, including the expenses of delivering the reclaimed Goods to the Seller, shall be borne by the Customer.

5.6

Should the reclaim conditions be fulfilled, the Seller shall ensure reparation of the Goods in the form of either sending its servicing technicians to the given location where the Goods are situated, or the Customer ensures at its own expenses the transportation of the Goods to the establishment of the Seller, and the Seller then ensures its reparation or the replacement of the product or its component. If the servicing technician learns during such trip that the reclaim is not justified due to the fact of not fulfilling the conditions specified in the GTC or in the Direction for use or in the General instructions for

the use of lighting fixtures produced by the company ARTGLASS on the side of the Customer, then the servicing technician shall inform the Seller which shall terminate the handling of the case as Reclaim and offer to the Customer a paid servicing reparation instead

5.7

If the Goods are sent back to the Seller, the Customer is responsible for its correct packaging in accordance with the nature of the goods and according to the instructions received from the Seller's customer department and the Customer is liable for damages caused by non-compliance with these instructions.

6. Deadlines for exercising and resolving the Complaint

6.1

The deadline for resolving the Complaint is 30 calendar days. In extraordinary cases, the Reclaim may require external assessment and with respect to this situation, the given period may be extended up to maximally 90 days after the day when the Customer had properly exercised the Reclaim with the Seller. The Customer shall be informed about any potential extension of the period for the resolution of the Complaint in writing after the reclaim is accepted or within 30 calendar days after the Reclaim is accepted.

6.2

Immediately after receiving the Goods, the Customer is obliged to inspect it carefully and inform the Seller without undue delay about any obvious Quality or Quantity defects. If the transportation was organized by the Customer, then the Customer is obliged within three days inform the Seller regarding any deficiencies or defects of the shipment. However, if the transportation was ordered by the Seller, then the Seller shall receive the confirmation on the delivery including the handover protocol from its contractual carrier. In such a case, the exercising of the reclaim shall further be governed by the Transportation Rules of the carrier.

6.3

If the Customer takes over the Goods at the Seller's headquarters or its place of business, then the Customer shall inspect the Goods in accordance with the delivery note, specifically at least when it comes to the amount, type and quality. If the Customer fails to do so, then the risk of damage shall pass in such extent to the Customer under this provision as of the moment when the Customer takes over the goods from the Seller.

6.4

If the Customer fails to inspect the Goods at the Seller's headquarters or its place of business or fails to ensure that it is inspected at the moment of being handed over, then the Customer may exercise the claims from the title of defects which may be detected during such an inspection only if the Customer proves beyond all reasonable doubt that the Goods had such a defect at the moment of the handover.

6.5

If the Customer agrees with the Seller on sending the Goods via a shared carrier, then the obligatory inspection of the delivered Goods shall be performed by the Customer in the extent specified in section 3.6 of this Complaints Procedure, specifically immediately after the moment when the Goods was delivered to their intended destination.

6.6

If the Customer did not require the installation of the Goods by the Seller, then any Reclaims for obvious Quality Defects or for Quantity Defects shall be exercised with the Seller instantly after the delivery of the Goods to their intended destination, no later than 3 days after the date when the Goods were delivered. Any Complaints exercised after 3 days from the day when the Goods were delivered may be dismissed by the Producer if a smooth delivery and handover of the Goods are proved by the carrier or the Customer.

6.7

If the Goods were delivered to the intended destination by an arranged carrier or the Customer had secured the transportation, then the Seller shall only recognize the defects to the Goods which were verifiably caused by the Seller when loading the Goods to the transportation means or the arranged carrier or the Customer, and no later than within 3 days after the handover of the product to the Customer.

6.7

If the Seller also provided installation, the Customer shall inspect the Goods after its delivery only visually whether there was any damage to the transportation packaging which arose during the transportation of the Goods. After the installation of the Goods by the Seller, the Customer confirms by its signature of the Handover Protocol that the Goods were handed over to the Customer free of any visible defects in a complete condition and without any components missing. In such a case, any later reclaim shall only be related to hidden defects.

6.8

The warranty period for the hidden Quality Defects amounts to 24 months from the day when the Goods had been delivered, unless local legislation provides otherwise. The Complaint regarding hidden Quality Defects shall be exercised without undue delay after such hidden defect had manifested, but no later than till the expiration of the warranty period. Any Complaints regarding hidden Quality Defects exercised after the expiration of the warranty period may be dismissed by the Seller.

6.9

The Seller shall issue to the Customer a written confirmation of when the Complaint was lodged, what is the content of the Complaint and what method of handling the Complaint the Customer requires; and further confirmation of the date and manner of settlement of the Complaint, including confirmation of the repair and its duration, or a written reasoning for the rejection of the Complaint.

6.10

If the Customer exercises the Complaint in a proper and timely manner, then the Customer shall be informed about the resolution of the Reclaim within specified deadlines. The Seller shall resolve the Reclaim in a manner that it reaches a decision to either remove the defects within this Period in a manner in accordance with Section 7 of these Complaint Rules or by informing the Customer that the Seller considers the Reclaim to be unjustified and it is thus dismissed. This fact shall be disclosed to the Customer including its reasoning.

7. Removal of defects

7.1

If the Reclaim is exercised in a proper and timely manner and is considered by the Seller as justified, then the Seller is obliged to remove the reclaimed defects.

7.2

In the case of the Reclaim for Quantity Defects, the Seller shall remove the defect in one of the following manners:

- a) by delivering the missing Goods in the case of missing Goods;
- b) by returning the purchase price for the undelivered Goods in the case of undelivered Goods if the purchase price had already been paid and a credit note shall be issued in relation to the issued invoice;
- c) by replacing the misplaced Goods by Goods in accordance with the cover documentation in the case of misplaced Goods;
- d) against the return of the misplaced Goods by returning the purchase price to the Customer for the misplaced Goods and it shall issue a credit note in relation to the issued invoice.

7.3

In the case of the reclaim for Quality Defects, the Seller shall remove the defect in one of the following manners:

- a) a removable defect shall be removed by the Seller and such repaired Goods (without any damage to the appearance, quality or function) shall be returned to the Customer;
- b) if the Customer returns defected Goods, then the Seller delivers a defect-free goods to the Customer;
- c) in exchange for the return of the defected Goods, the Seller shall return to the Customer the purchase price for such defected Goods, if it was already paid, and it shall issue a credit note in relation to the issued invoice;
- d) the Customer shall be provided with appropriate discount from the purchase price by the Seller, and it shall issue a credit note in relation to the issued invoice.

7.4

The Seller is entitled to choose the manner of resolving the Reclaim. The chosen manner of resolving the Reclaim shall be notified by the Seller to the Customer within 15 days after the proper exercising of the Reclaim by the Customer.

8. Final provisions

8.1

These Complaints Rules are valid and effective from 1 January 2021 and are issued for an indefinite period. The Complaints Procedure may be changed by the Producer as a result of development of legislation and any modifications to the internal processes. The updated version shall always be available at the producer's website www.artglass.cz. The reclaims of the Goods are governed by the wording of the Complaint Rules valid at the moment when the purchase agreement between the Producer and the Customer had been concluded regarding the given Goods.

8.2

Should there be any dispute, the Seller reserves its right to decide regarding the conciliation authority. Should there be a court dispute, it shall be resolved by a competent court in the Czech Republic.

8.3.

Attached to this Complaints Procedure is the Complaints Form, which is available at www.artglass.cz.