

## Complaints Procedure of BIBUS METALS s.r.o.

BIBUS METALS s.r.o., Vídeňská 125, 619 00 Brno, ID No. 292 56 135 (hereinafter referred to as the Seller) has issued this Complaints Procedure to ensure a uniform and correct process for handling claims arising from defective goods (complaints).

### 1. Introductory provisions

- 1.1. The Seller is responsible for any defects that the goods have at the time of delivery to the buyer or at the time of handover to an independent carrier for delivery to the buyer, provided that the buyer notifies the Seller of any such defects within the time limits specified in Article 5 of the Complaints Procedure.
- 1.2. If a defect occurs in the purchased goods, the buyer has the right to assert claims for defects (make a complaint) with the Seller.
- 1.3. A defect is understood to mean a change (in the properties) of the goods caused by the use of inappropriate or substandard materials, failure to comply with technology or the use of unsuitable technology, or possibly an inappropriate design solution.
- 1.4. A change (in the properties) of goods that occurred during the relevant period as a result of wear and tear, improper use, insufficient or inappropriate maintenance, natural changes in the materials from which the goods are made, damage caused by the user or a third party, or other improper intervention cannot be considered a defect.
- 1.5. Liability for defects does not apply to parts that are subject to rapid wear and tear, such as seals, membranes, cuffs, packings, gaskets, bearings, etc.

### 2. Obligations of the buyer upon receipt of the consignment

- 2.1. The buyer is obliged to check the consignment immediately after receiving it from the carrier to ensure it has not been damaged. For the purposes of this Complaints Procedure, a consignment is defined as packaged goods handed over by the Seller to an independent carrier.
- 2.2. Any obvious damage to the consignment must be reported to the carrier in writing at the time of receipt by the buyer. At the time of receipt of the consignment, the buyer is obliged to provide a description of any damage to the consignment in the carrier's transport document or a damage report. The buyer is not obliged to accept the parcel from the carrier if the parcel is obviously damaged. In the absence of any indication of damage to the consignment noted in the carrier's transport document, or if no damage report is submitted, it is presumed that the consignment was accepted by the buyer without any visible defects.
- 2.3. The buyer is obliged to report any hidden damage to the consignment to the Seller no later than 3 working days after delivery of the consignment, in writing, including the following information: name and address of the buyer, consignment identification number (parcel code number), description of the damage to the consignment, and photographic documentation of the damage (packaging, goods).

### 3. Claims for defects in goods

- 3.1. If the delivery of defective goods constitutes a fundamental breach of contract, the Seller shall remedy the defects as follows:
  - by delivering repaired or new goods in exchange for the defective goods,
  - by offering a reasonable discount on the purchase price of goods or services,
  - by delivering the missing goods.
- 3.2. If the delivery of defective goods constitutes a minor breach of contract, the Seller shall remedy the defects as follows:
  - by removing the defects from the goods,
  - by delivering the missing goods,
  - by offering a reasonable discount on the purchase price of goods or services.
- 3.3. The decision between the above claims is at the discretion of the Seller.
- 3.4. A claim for defects is considered duly made if the defective goods are complete, the general principles of hygiene do not prevent the claim for defects, and all information specified in Article 4.2 of the Complaints Procedure is provided in writing.

### 4. Place for asserting claims for defects in goods (complaints)

- 4.1. The buyer asserts claims for defects in the goods (makes a complaint) with the Seller at their registered office in Brno, Vídeňská 204/125, postcode 619 00.

- 4.2. Claims arising from defects in goods (complaints) are made by the buyer in writing, or on the Seller's "Customer Complaint" form, which the buyer completes at the Seller's request and which includes the following essential information:

- name of the buyer
- place of business (or residence for individual entrepreneurs),
- name and quantity of the claimed goods, product number, Seller's invoice number, unit price, total price, date of receipt of goods, purchase contract number, date of defect identification or manifestation,
- description of the defect in goods,
- date and signature of the buyer (the entrepreneur or a person authorized by them),
- date and signature of the Seller confirming receipt of the buyer's complaint for processing.

### 5. Deadlines for asserting claims for defects in goods

- 5.1. The buyer is obliged to report (claim) all defects to the seller without undue delay within the time limits set out in Articles 5.2 and 5.3 of the Complaints Procedure and in the manner specified in this Complaints Procedure.
- 5.2. Any apparent defects in goods that are detectable by the buyer
  - upon receipt of the goods and are quantitative defects must be reported by the buyer to the Seller immediately,
  - upon receipt of the goods and are qualitative defects must be reported by the buyer to the Seller within three days of receipt of the goods by the buyer.
- 5.3. The buyer is obliged to notify the Seller of any hidden defects in the goods that become apparent only after receipt of the goods, immediately after they are discovered, provided that such a defect appears within 12 months of delivery of the goods to the buyer.
- 5.4. Continued use of the goods may exacerbate any defects, resulting in a damage of goods and potentially leading to the rejection of the complaint.
- 5.5. The period from the exercise of the right arising from liability for defects until the time when the buyer is obliged to take possession of the item after the repair is not included in the warranty period. If the outcome of the complaint procedure is the replacement of the claimed goods, the warranty period will recommence from the receipt of the new goods. When defective goods or parts thereof are replaced, a new warranty period will apply only to the replaced goods or part thereof.
- 5.6. Liability for defects must not be confused with the lifespan of the goods, i.e. the period during which the goods, when used and maintained correctly, including proper care, can be expected to last given their properties, intended purpose, and the varying intensity of their use.
- 5.7. If the buyer fails to report the complaint within the above-mentioned deadlines or if sufficient documentation for the complaint is not sent to the Seller, all claims of the buyer against the Seller arising from defects shall expire.

### 6. Deadlines for handling claims for defects in goods (complaints)

- 6.1. Claims for defective goods must be processed within 2 months from the date of delivery to the Seller. This period shall be extended in the case of removable defects by the time during which the defect is being repaired by a third party, or by the supplier or manufacturer of the goods, as applicable.

### 7. Personal data protection

- 7.1. The buyer acknowledges that, in the course of the complaint proceedings, the seller may require the provision of personal data (e.g. name, contact details, signature), and agrees to their processing for the purpose of handling the complaint, in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR") and related legal regulations.

### 8. Final provisions

- 8.1. Matters not regulated by this Complaints Procedure shall be resolved between the contracting parties, the seller and the buyer, in accordance with the relevant provisions of the Civil Code as amended.
- 8.2. These complaints rules shall enter into force on **01-NOV-2025**.