

COMPLAINTS PROCEDURE

Version 1. 1

1. GENERAL PROVISIONS

The company LAMBERT AERODEVICES s.r.o., with registered office at Sokolovská 573, Mařatice, 686 01 Uherské Hradiště, ID: 077 12 758, registered in the Commercial Register kept at the Regional Court in Brno, Section C, Inset No. 109788 (hereinafter also referred to as the "**Seller**"), www.lambert-aerodevices.cz, **issues this Complaints Procedure** in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., on Consumer Protection, as amended. This Complaints Procedure is an integral part of the Seller's General Terms and Conditions available at www.lambert-aerodevices.cz.

2. SUBJECT OF THE COMPLAINTS PROCEDURE

This Complaints Procedure regulates the conditions under which the Buyer can exercise rights arising from defective performance (the "**Complaint**") in connection with the sale of goods through the online shop operated by LAMBERT AERODEVICES s.r.o. This Complaints Procedure shall apply both in the case where the Buyer in the e-shop is **(i.)** a consumer within the meaning of Section 2(1)(a) of the Consumer Protection Act (the "**Consumer**") and **(ii.)** a person other than the Consumer (the "**Entrepreneur**"), unless otherwise specified in the Complaints Procedure.

3. SELLER'S LIABILITY

If a defect occurs in the purchased goods, the Buyer is entitled to claim this defect upon acceptance of the goods, or within the statutory time limits or within the warranty period, if a quality guarantee has been provided, and to claim from the Seller for defects in accordance with the law and this Complaints Procedure.

The Seller shall be liable to the Buyer-Consumer that the item is free from defects upon acceptance; in the case of the Buyer-Entrepreneur, the Seller shall be liable that the item is free from defects upon the transfer of the risk of damage to the item. **The Seller shall be liable to the Buyer-Consumer, in particular, that at the time the Buyer takes possession of the item, (i.)** the item has the characteristics agreed between the parties and, in the absence of an agreement, such characteristics as the Seller or the manufacturer described or the Buyer expected in view of the nature of the item and on the basis of the advertising carried out by them, **(ii.)** the item is fit for the purpose stated by the Seller for its use or for which an item of that kind is ordinarily used, **(iii.)** the item is of the quality or design of the agreed sample or model if the quality or design was determined by reference to the agreed sample or model, **(iv.)** the item is of the appropriate quantity, measure or weight, and **(v.)** the item complies with the requirements of legal regulations. If the defect manifests itself **within 6 months of its acceptance**, the item is deemed to have been defective upon acceptance; this does not apply if the Buyer is not the Consumer.

The Buyer does not have the rights arising from defective performance, especially if: (i.) the defect in the product was caused by the Buyer, or the Buyer knew before taking over the item that it was defective, **(ii.)** the Buyer discovered the defect or, with the usual attention, should have discovered it at the time of concluding the contract, **(iii.)** the Complaint is made after the expiration of warranty period provided for the quality guarantee or after the expiration of the statutory period for asserting rights arising from defects, **(iv.)** it is proven that the Complaint is not justified, **(v.)** a discount on the price of the product

has been granted for such a defect, **(vi.)** it concerns wear and tear caused by its normal use, **(vii.)** the defect was caused by an external event after the risk of damage to the item passed to the Buyer.

4. COMPLAINTS

If a defect for which the Seller is liable occurs in the purchased goods, the Buyer is entitled to assert rights arising from defective performance with the Seller. In the event that the Buyer decides to assert rights arising from defective performance, the Buyer is obliged to notify the Seller, among other things, that the item is defective, how the defect manifests itself, that the Buyer is asserting rights arising from defective performance, and choose the appropriate claim for defective performance, or choose how the Complaint should be handled. When making a Complaint, the Buyer is obliged to present the defective product to the Seller.

The Buyer primarily asserts a Complaint in person at the Seller's registered office or may send it to the Seller's registered office address (Sokolovská 573, Mařatice, 686 01 Uherské Hradiště) through the provider of postal / courier services.

In connection with the exercise of rights arising from defective performance, the Buyer-Consumer is entitled to compensation for the costs reasonably incurred in the valid and timely exercise of these rights (e.g. postage and packing), and the right to reimbursement of costs must be exercised within one month from the time when the defect should have been reported.

The Buyer cannot withdraw from the contract or demand delivery of a new item if the Buyer cannot return the item in the condition in which it was received (this does not apply if: (i.) there has been a change in condition due to an inspection to determine the defect in the item, (ii.) the Buyer used the item before discovering the defect, (iii.) the Buyer is unable to return the item in an unchanged condition not due to an act or omission, or (iv.) the Buyer sold the item before discovering the defect, consumed it, or modified the item in the usual use; if this happened only partially, the Buyer shall return to the Seller what can still be returned and shall provide compensation to the Seller to the extent that the Buyer benefited from the use of the item).

The Buyer shall prove the purchase of the product from the Seller, in particular, with a document of its purchase (e.g. tax document) and, if applicable, a warranty certificate if the item has been guaranteed for quality and a corresponding warranty certificate has been issued. The warranty period in the case of a quality guarantee runs in principle from the date of handing over the item to the Buyer. In the case of the Buyer-Entrepreneur, the warranty period runs (if a quality guarantee has been provided by the Seller) from the delivery of the item to the designated place.

5. TIME LIMITS FOR ASSERTING COMPLAINTS

Obvious damage to the item or packaging during delivery must be addressed directly with the carrier and a record of the damage to the item or packaging must be made in the handover report; in such a case, the Buyer is not obliged to accept the item. The Buyer shall inform the Seller without undue delay of any damage found.

The Buyer is obliged to inspect the purchased item as soon as possible after the risk of damage to the item has passed. The Buyer is obliged to assert a Complaint properly and in a timely manner, without undue delay after the occurrence of the defect, or after the Buyer could have discovered the defect with timely inspection and due care. The Buyer-Consumer is entitled to assert the right arising from a defect

that occurs in consumer goods **within 24 months from acceptance** (except (i.) in the case of an item sold at a lower price for a defect for which the lower price was agreed, (ii.) for wear and tear of the item caused by its normal use, (iii.) in the case of a used item, for a defect corresponding to the level of use or wear and tear the item upon acceptance of the Buyer, or (iv.) if this results from the nature of the item), or **within the warranty period** according to any quality guarantee provided for the product.

Unless otherwise specified for an individual item, the Seller shall provide the non-consumer Buyer with a **guarantee of quality for a period of 12 months from the date of acceptance** (except (i.) for an item sold at a lower price for a defect for which the lower price was agreed, (ii.) for wear and tear caused by normal use, (iii.) in the case of a used item for a defect corresponding to the level of use or wear and tear that the item had upon acceptance by the Buyer, or (iv.) if this results from the nature of the item).

By a guarantee of quality, the Seller undertakes that the item will be fit for its usual purpose or retain its usual characteristics for a specified period of time. The warranty period runs from the delivery of the item to the Buyer, and if the item is sent according to the contract, it runs from the delivery of the item to the designated place. The provisions on the guarantee of quality shall apply in the case of the Buyer-Consumer even if the item, its packaging, the instructions attached to the item, or the advertisement in accordance with legal regulations specifies the period for which the item can be used.

The time during which the product was under repair based on a justified Complaint is not counted towards the period for asserting the Buyer's rights arising from defects until the Buyer is obliged to take over the product after the end of such repair.

6. COMPLAINT HANDLING

The Buyer shall assert a Complaint or claims arising from defects, **at the Seller's place of defect assertion** (see Article 4 above), and, in the case of the Buyer-Consumer, the Seller shall decide on the Complaint immediately or, in complex cases, within 3 working days. However, this period does not include the time necessary for the expert assessment of the defect in the claimed product. Complaints in the case of the Buyer-Consumer, including the removal of the defect, must be resolved without undue delay, no later than 30 days from the date of the Complaint, unless the Seller and the Buyer-Consumer agree on a longer period. The duration of complaint resolution is calculated from the day following the day of asserting the Complaint until the day of complaint resolution or the moment when the Buyer was obliged to take over the item. The specified deadlines **are not binding on the Buyer who is not a Consumer**; in such a case, the Seller shall handle the Complaint within a reasonable time according to its operational possibilities.

The Seller is obliged to provide the Buyer-Consumer with a written confirmation of when the Buyer-Consumer asserted their right, the content of the Complaint, the requested method of complaint resolution (the **Complaint Form**), and further confirmation of the date and method of complaint resolution, including confirmation of the repair and its duration, or a written justification for rejecting the Complaint (the **Complaint Record**). The Seller shall retain a copy of the Complaint Form and the Complaint Record.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

If the item does not have the properties specified in the second paragraph of Article 3 of this Complaints Procedure upon acceptance, the Buyer-Consumer may demand the delivery of a new item without defects, if it is not unreasonable given the nature of the defect. If the defect concerns only a part of the item, the Buyer-Consumer may request the replacement of the part; if this is not possible,

the Buyer-Consumer may withdraw from the contract. However, if it is unreasonable due to the nature of the defect, especially if the defect can be remedied without undue delay, the Buyer-Consumer has the right to free defect removal. The Buyer-Consumer also has the right to demand the delivery of a new item or the replacement of its part in the case of a remediable defect if the item cannot be properly used due to the recurrence of the defect after repair or due to a greater number of defects. In such a case, the Buyer-Consumer also has the right to withdraw from the contract. If the Buyer-Consumer fails to withdraw from the contract or assert the right to have a new defect-free item delivered, its component part replaced or the item repaired, the Buyer- Consumer may require a reasonable price reduction. The Buyer-Consumer also has the right to a reasonable price reduction even if the Seller cannot deliver a new item without defects, replace its part, or repair the item, and also in the case where the Seller does not remedy the defect within a reasonable time or if remedying the defect would cause significant difficulties for the Consumer.

If it is not possible to proceed according to the previous paragraph, unless legal regulations provide otherwise or the Buyer is an Entrepreneur, the following paragraph shall apply.

If the defective performance constitutes **a substantial breach of contract**, the Buyer has the right to (i.) have the defect remedied by delivery of a new item or delivery of a missing item, or (ii.) have the defect remedied by repair of the item, or (iii.) have a reasonable discount on the purchase price, or (iv.) withdraw from the contract if the defect was reported in time. The Buyer is obliged to inform the Seller of the chosen right when reporting the defect, or without undue delay thereafter, and the Buyer cannot change the chosen option without the Seller's consent (except if the Buyer requests the repair of a defect that proves to be non-repairable). If the Seller does not remedy the defects within a reasonable period or notifies the Buyer that the defects will not be remedied, the Buyer may request, instead of defect removal, a reasonable reduction of the purchase price or withdraw from the contract. If the Buyer fails to exercise his / her right in time, the Buyer has rights as in the case of a non-substantial breach of the contract. If the defective performance constitutes **a non-substantial breach of contract**, the Buyer has the right to (i.) removal of the defect, or (ii.) a reasonable discount on the purchase price. A substantial breach means such a breach of which the breaching party already knew or must have known at the time of the conclusion of the contract that the other party would not have concluded the contract if it had foreseen the breach; in other cases, the breach is deemed not to be substantial.

In cases where this does not conflict with mandatory provisions of law, the Seller is entitled to decide to remedy the defects by supplying a new item without defects instead of another right under the defective performance / quality guarantee chosen by the Buyer.

8. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES

The Seller informs the Buyer-Consumer in accordance with Act No. 634/1992 Coll., on Consumer Protection, as amended, about the possibility of out-of-court resolution of consumer disputes and the subject of out-of-court resolution of consumer disputes. The Buyer-Consumer has the right to an out-of-court resolution of a consumer dispute arising from the Purchase Contract, which cannot be resolved by mutual agreement, and may submit a proposal for an out-of-court resolution of such a dispute to the authority for out-of-court resolution of consumer disputes, which is, in view of the nature of the goods sold, generally the Czech Trade Inspection Authority (www.coi.cz), Central Inspectorate – Department for the Out-of-Court Resolution of Consumer Disputes (ADR), Štěpánská 796/44, 110 00 Prague 1 (website: www.adr.coi.cz, e-mail: adr@coi.cz), unless otherwise provided by mandatory regulations in a particular case. The Buyer-Consumer may submit a proposal for the initiation of out-of-court resolution of a consumer dispute with the Czech Trade Inspection Authority within one year from the date on which the Buyer first exercised the right that is the subject of the dispute with the Seller.

In the event of a dispute arising from the Purchase Contract concluded online, the Buyer-Consumer may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

This Complaints Procedure of LAMBERT AERODEVICES s.r.o. shall enter into force and effect on 3 June 2022.

LAMBERT AERODEVICES s.r.o.