

Complaints Procedure of the company MELKOV-WH s.r.o.

This Complaints Procedure is an integral part of the General Terms and Conditions (hereinafter referred to as "GTC") of the Supplier - MELKOV-WH s.r.o., ID No. 17671973, registered in the Commercial Register kept at the Regional Court in Ostrava under file No. C 90799, with registered office at Na hůrce 1041/2, 161 00 Praha 6 - Ruzyně.

§1 Basic provisions

- 1) The Customer is obliged to get acquainted with the Complaints Procedure and the GTC before concluding the Contract.
- 2) By concluding the Contract, the Customer confirms that he/she has read and expressly agrees to this Complaints Procedure, including the notices prior to entering into the contract, in the version in force and in effect at that time. The Complaints Procedure is an integral part of each Contract.
- 3) The definitions of terms contained in this Complaint Procedure take precedence over the definitions in the GTC. If this Complaints Procedure does not define a term, it shall be understood in the sense in which it is defined in the GTC. If it is not defined therein, it shall be construed in the sense in which it is used by law.
- 4) The Supplier's Complaints Procedure is publicly available on the Supplier's website and in paper form at the Supplier's registered office.
- 5) The provisions of the Complaints Procedure shall apply mutatis mutandis if a quality guarantee has been agreed in the Contract.

§2 Defective performance

- 1) The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding regulations, in particular the provisions of § 1914 to § 1925, § 2099 to § 2112 and § 2615 of the Civil Code.
- 2) The Supplier shall hand over to the Customer a performance which, at the time of its handover and acceptance, has the characteristics set out in the Contract, is fit for its purpose and complies with the requirements of the legal regulations in force in the Czech Republic.
- 3) The Customer shall not have the right to refuse acceptance of the performance due to minor defects which alone or in conjunction with others do not prevent the use of the performance or substantially restrict its use.
- 4) The Customer is entitled to exercise the right to claim the right from a defect that occurs on the object of performance without undue delay after the defect has been discovered, or upon proper and timely inspection should and could have been discovered, but at the latest within 12 months from the date of the transfer of the risk of damage to the Customer. For the avoidance of doubt, this time limit does not confer any rights on the Customer under the quality guarantee, but merely defines the period within which the rights arising from defective performance may be exercised.

5) A performance is defective if it does not have the agreed characteristics. The realization of another performance and defects in the documents necessary for the use of the object of performance are also considered defects.

6) The Customer's right from defective performance is based on the defect that the performance has when it is handed over, even if it manifests itself later.

7) The Customer is not entitled to the right of defective performance if the Customer knew before taking over the performance that it was defective or if the Customer himself caused the defect.

8) The rights arising from defective performance do not apply to damage to the object of performance (if such activity is not a normal activity and is not prohibited in the instructions for use), in particular:

- (a) mechanical damage;
- (b) improper handling, operation or neglect;
- (c) damage from excessive loading or use contrary to the conditions specified in the documentation or general principles;
- (d) unqualified intervention or changing the parameters of use;
- (e) modification by the customer, if the defect has arisen as a result of this modification;
- (f) damage from the elements or force majeure;
- (g) changing legislation.

§3 Exercise of rights arising from defective performance (claims)

1) By concluding the Contract, the Customer agrees to the terms and conditions of the claim set out herein.

2) If the Customer does not notify the defect in time, he loses the rights from the defective performance.

3) The Customer shall lodge a complaint with the Supplier at the address of its registered office or by email at: melkov-wh@melkov-wh.cz. The Supplier shall be deemed to have made the claim when the Supplier receives the notice of the claim from the Customer, together with a description of the defect, the manner of its manifestation, the frequency of its occurrence and the date on which the defect appeared, accompanied by photographs of the defect. When making a claim, the Customer shall provide sufficient contact details (in particular name, company, address, telephone number and email), together with the desired method of handling the claim.

4) The Supplier shall initiate the claim procedure upon receipt of the claim notice. The Customer is obliged to provide the necessary cooperation to resolve the claim and is obliged to provide the Supplier with access to the subject of performance to the extent necessary to verify and remove the defect.

5) The Supplier is entitled to request a personal inspection of the claimed performance in order to assess the defects, after prior notification to the Customer.

The Customer is obliged to allow the Supplier a personal inspection during the Supplier's working hours, i.e. Monday - Friday from 7:00 a.m. to 3:30 p.m. The Supplier shall not be in default in the settlement of a complaint if the Customer has not allowed the Supplier to inspect the defective performance in accordance with this paragraph of the Complaints Procedure.

6) The Supplier decides on the method of handling the claim (the claim for defective performance). The Customer shall inform the Supplier at the time of notification of the defect or without undue delay after notification of the defect what right of defective performance he prefers. The Supplier shall decide on the Customer's claim within 30 days from the date of the claim.

7) The Supplier shall satisfy the claim for defective performance within 30 days from the date of the decision on how to settle the claim.

8) In exceptional cases, the Supplier may decide to extend the time limits for deciding on the claim and satisfying the claim for defective performance.

9) Neither party is entitled to compensation for costs incurred in connection with the complaint procedure. This does not apply in the case of an unjustified claim by the Customer, where the Supplier is entitled to claim reimbursement of reasonable costs from the Customer.

This Complaints Procedure is valid and effective from 28 April 2025.