

HELIO, spol. s r.o. Complaint Procedure

1. General Provisions

The Complaint Procedure regulates the scope, method and conditions of customer complaints arising from the liability of the supplier - manufacturer for defective goods (hereinafter referred to as "complaint") and their handling in accordance with the relevant provisions of Act No. 89/2012 Coll., Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended. By concluding a purchase agreement and accepting the goods, the customer agrees to this complaint procedure.

Definitions of certain terms:

- **Customer** means a natural person or legal entity who has entered into a purchase agreement with the supplier - manufacturer
- **Supplier – the manufacturer** is HELIO, spol. s r.o., with its registered office at Mojmírova 1237, P. O. BOX 135, 686 01 Uherské Hradiště, IČO (Company Identification Number): 16 36 13 69, registered with the Regional Court in Brno, Section C, File 1984, represented by an authorised employee.

2. Right to Make a Complaint

Right to make a complaint:

- **Obvious defects caused by transport** – a defect obvious during the handover of the goods, the complaint must be made during the handover of the goods with the carrier
- **Obvious defects** - a defect obvious during an inspection of the goods conducted during the acceptance, a complaint may be made in writing immediately upon the discovery of such defects, but not later than within 10 working days of the handover and acceptance of the goods
- **Incorrect goods** - delivery of other goods than that agreed in the purchase agreement
- **Incorrect number of pieces** - delivery of other quantities of the goods than that agreed in the purchase agreement
- **Hidden defects** - the goods do not meet the qualitative requirements set out in the purchase agreement

No right to make a complaint:

- Defects of goods that **were discounted** when buying such goods
- Defects of goods, of which the Customer **was aware** or must have been aware in consideration of the circumstances, under which the agreement was concluded, at the time of the conclusion of the agreement
- **Obvious defects caused by transport not reported** to the carrier and where no report was drawn up
- **Obvious defects** that **were not reported** to the supplier - manufacturer by the customer within 10 days of acceptance of the goods
- **Obvious defects that were not reported** to the supplier - manufacturer by the customer by the end of the warranty period
- **Defects of the goods caused by external events** that were not caused by the seller - manufacturer, such as failure to comply with the prescribed conditions of use, improper or unauthorised interference, improper maintenance, in case of damage caused by inevitable event (natural disaster), mechanical damage.

3. Making a Complaint

Place of complaint

The customer shall make the complain in person, in writing, by e-mail to the company's address. A complaint report, or a confirmation of complaint, listing the customer's details, the content of the complaint (description of the defect), the requested method of handling the complaint, and the date of receipt of the complaint shall be drawn up on the complaint. The customer shall receive one copy of this document and confirm his/her consent to its content and acceptance by his/her signature. The customer may send a complaint with the aforementioned content in writing to the address of the supplier's registered office.

Deadline for making complaints

Deadlines for claiming rights arising from liability for defects set by generally binding legal regulations shall apply to complaints. The customer shall make a complaint without undue delay after the defect is detected:

- in case of obvious defects within 10 working days of the handover and acceptance of the goods
- in case of hidden defects by the end of the warranty period

In order to make a complaint, the customer shall hand over the defective goods or provide access to the installation site of the defective goods and submit a proof of purchase.

4. Handling of Complaints

Method of resolving complaints

- The complaint will be handled by an authorised person
- In case of large-scale complaints, the authorised person consults the resolution with the company management
- The authorised person shall decide on the legitimacy of the complaint and the method of resolving the complaint and notify the customer of the handling of the complaint within 30 days of the beginning of the complaint procedure unless both parties agree on a longer period (e.g. if a longer period is required due to tests or examination of defective goods).

Rights of the customer in case of defective goods:

- Repair
- Replacement of defective goods
- Reasonable discount on the purchase price
- Withdrawal from the agreement and financial settlement (in the form of a credit note) in case of irreparable goods and after both parties agree on return of the goods

In the event of delivery of incorrect goods or incorrect number of pieces, the dispute can be resolved by agreement with subsequent replacement or delivery of the missing goods as soon as possible, or return of the goods that were not ordered.

5. Miscellaneous and Final Provisions

In other sections, the complaint procedure shall be governed by the relevant provisions of the Civil Code.

This complaint procedure is valid from 1 July 2017 and supersedes any previous complaint procedures.