

## WARRANTY CERTIFICATE

### ROMOTOP COMPLAINT AND WARRANTY TERMS AND CONDITIONS APPLICABLE FOR BUYERS (CONSUMERS)

1. These Complaint and Warranty Terms and Conditions have been prepared in accordance with the corresponding legal regulations of the Czech Republic, namely Act No. 89/2012 Coll., the Civil Code and the Consumer Protection Act No. 634/1992 Coll.

2. The seller is obliged to issue a receipt for the purchase of a product or provision of a service at the consumer's request, which must include the date of sale or service provision, the type of product or service, the price of the product or service, as well as the seller's identification details, unless specified otherwise by special legal regulations.

3. The seller provides a warranty on the quality of the product for a period of **24 months**. The warranty period begins upon receipt of the product by the consumer. If the product must be placed into operation by an authorised/qualified company, the warranty period begins on the day the product is placed into operation, provided the buyer ordered its placement into operation no later than 3 weeks after receipt of the product and provided all due cooperation for this purpose. If this condition is not met, the warranty period begins upon receipt of the product.

#### **Minimum warranty period:**

The minimum warranty period by law is 24 months. If a longer warranty period is provided for the product, its duration shall be specified on the invoice, or the warranty certificate and delivery note.

4. The warranty applies to all manufacturing and material defects that demonstrably arose during the warranty period.

#### **5. The warranty does not apply to:**

- wear and tear of the product or parts caused by their standard use during normal operation, parts requiring regular replacement based on the service life of the part itself (namely parts in direct contact with the fire such as chamotte bricks, all seals, glass, decorative glass prints, grates, stoppers, mechanically stressed springs, etc.) pursuant to Section 2167 of the Civil Code and also:

- defects caused by improper and unqualified operation and service intervention, connection to a chimney that is too small or has insufficient draught, inappropriate handling or use and non-compliance with the conditions for use and maintenance (see Operating Manual),

- defects caused by mechanical damage,

- if the product is stored in humid or unsheltered areas, or is used in areas that do not meet the criteria of a residential environment,

- damage caused by natural disasters, weather conditions or forcible damage,

- if warranty stickers and labels with serial numbers are damaged,

- if the product is damaged during transport (if transport is arranged by the consumer). In case of transportation by an external carrier, the seller reserves the right to conduct an on-site check at the product's destination.

- if data on the warranty certificate or purchase receipt differs from data on the product label.

6. An extended warranty period does not apply to consumable material used for the repair or replacement of parts of the product.

7. A warranty claim is submitted to the seller, where the product was purchased. However, if the warranty certificate indicates another subject authorized to make repairs that is located in the seller's location or closer to

the buyer, the buyer may submit the warranty claim to the subject authorized to perform warranty repairs. The subject authorized to perform repairs is obliged to complete the repair by a deadline agreed between the seller and the buyer.

8. The seller is obliged to issue the consumer with written confirmation specifying when the consumer exercised his/her rights, the subject of the warranty claim and the manner in which the consumer asks the claim to be resolved. The seller is further obliged to notify the consumer, within 30 days, of the manner and date of settlement of the warranty claim, or alternatively written justification for why the warranty claim was rejected. This obligation also applies to other subjects authorized to perform repairs.

9. In the first 6 months after the purchase of the product, complaints will be handled as contraventions of the purchase agreement in accordance with the provisions of Section 2161 of the Civil Code. In the subsequent months of the warranty period, complaints shall be handled according to whether it is a repairable or non-repairable defect.

10. Warranty claims shall be accepted from, and resolved exclusively with the buyer, or alternatively a party authorised by the buyer in writing.

11. In case of a warranty claim, the buyer is obliged to provide the type designation of the product with a detailed description of the claimed defect (e.g. in which mode the defect appears, how it manifests, how long after starting a fire, a description of how the product was operated before the occurrence of the defect, etc.).

12. When submitting a warranty claim, the buyer is obliged to establish that the product was sold by the seller and that the warranty period is still in effect. The most suitable documents for establishing these facts are:

- the purchase receipt

- confirmed warranty certificate, including the handover protocol, if included

13. Other rights and obligations not addressed herein shall be governed by the appropriate legal regulations of the Czech Republic.

**TRANSFER PROTOCOL**

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**Purchaser:** .....

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**Realization address:** .....

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**Contractor (person responsible for construction):** .....

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**List of documents:** .....

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**List of defects and outstanding work:** .....

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**List of variations from the project (the approved documentation):** .....

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**Construction permit no.:** .....

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**Date:** ..... **Issued by:** .....

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**Technical supervision of the investor:** .....

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**Date of commencement of transfer:** .....

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**Date of termination of transfer:** .....

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**Date of complete clearing of the workplace:** .....

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**Warranty begins on:** .....

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**First combustion allowed on:** .....

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**The purchaser confirms by signature that he will be responsible for ensuring the security of the received building from third persons!!!**

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**Contractor (signature):** ..... **Date:** ..... **In** .....

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**Purchaser (signature):** ..... **Date:** ..... **In** .....

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