



**Complaint Rules of ČEZ Logistika, s.r.o.
being a part of the General Sales Terms and Conditions of ČEZ Logistika, s.r.o.
dated 1 February 2007**

I. Introduction

The Complaint Rules of ČEZ Logistika, s.r.o. (hereinafter only “the Complaint Rules”) are an integral part of the General Sales Terms and Conditions and, unless the General Agreement on Deliveries of Goods (hereinafter only “the Agreement”), which stipulates the Seller’s and Buyer’s rights and obligations with respect to deliveries of Goods from the Seller to the Buyer, provides for otherwise, the provisions of these Conditions set out below shall be applied. In addition, in compliance with Art. IX. of the Agreement, the Seller and Buyer have agreed to adhere to these Complaint Rules.

The terms starting with capital letters shown below shall bear the same meaning as is specified under the General Commercial Terms and Conditions of ČEZ Logistika, s.r.o., unless it is provided for otherwise below.

II. Warranty and liability for defects

1. The Seller shall be liable with respect to the Buyer that the Goods being sold are, on their delivery to the Seller, in compliance with the Purchase Contract, that is, free of defects. In addition, the Seller shall be liable for defects which shall be ascertained after the delivery of the Goods within the warranty period (the warranty).
2. The warranty shall not be applied to the wear and tear of Goods caused by its ordinary use or the defects of Goods arisen due to the violation of the Buyer’s obligations under the Purchase Contract or due to the use of Goods in conflict with the Seller’s instructions or the user guide, which have been given by the Seller to the Buyer.
3. The warranty period with respect to the Goods is 24 months, unless the Agreement stipulates otherwise.
4. The provision of the warranty shall not affect the Buyer’s rights which shall apply to the Goods under special statutory provisions. In cases when, with respect to specific Goods, the Seller shall issue a warranty card, he shall hand over the warranty card to the Buyer upon the delivery of the Goods. A failure to meet the obligation regarding the warranty card shall not affect the validity of the warranty.

III. Rights and obligations

1. Should the Buyer intend to lodge a claim with respect to the Goods purchased from the Seller, he shall be obliged to complete the Complaint Form, which is an integral part hereof, being Annex No. 1. The Buyer shall be obliged to lodge a complaint by means of the delivery of the completed Complaint Form to the Seller without undue delay after he has ascertained the defects, no later, nonetheless, than until the end of the warranty period.
2. Where, on delivery of defective goods, the Purchase Contract is materially violated, the Buyer shall be entitled to:
 - a) request a removal of defects by means of a delivery of replacement Goods for the defective Goods, a delivery of missing Goods and require removal of legal defects,
 - b) request a removal by means of a repair of Goods, if the defects are repairable,
 - c) request a reasonable discount of the purchase price, or
 - d) withdraw from the Agreement.
3. The Buyer shall be allowed to make a choice from amongst the mentioned options as long as he has notified the Seller thereof in a timely manner by sending a notification of defects (i.e. along with the completed Complaint Form) or, without undue delay, after such a notification. The Buyer may not change the exercised claim without the Seller’s consent. Should it become apparent that the defects of the Goods are beyond repair, or that unreasonable costs would be related to such a repair, the Buyer may request a delivery of replacement Goods as long as he has requested that from the Seller without undue delay after the Seller has notified him thereof. Should the Seller fail to remove the defects of the Goods in a reasonable additional period, or should he advise prior to its expiry that he shall not remove the defects, the Buyer shall be entitled to withdraw from the Purchase Contract or request a reasonable discount of the purchase price.



4. Should the Buyer fail to communicate the option which he has selected with respect to his claim within the period specified in subsection 3 of this article, he shall be entitled to claims with respect to the defects of the Goods as in the case of an immaterial violation of the Purchase Contract.

5. Should the delivery of Goods with defects cause an immaterial violation of the Purchase Contract, the Buyer may request either the delivery of the missing Goods or a removal of other defects of the Goods, or a discount of the purchase price.

6. Until the Buyer exercises his claim for a discount of the purchase price or withdraws from the Purchase Contract under subsection 9 of this article, the Seller shall be obliged to deliver the missing Goods and remove the legal defects of the Goods. He shall be obliged to remove other defects, at his own discretion, by means of a repair of Goods or by a delivery of replacement Goods; selecting the method of the removal of the defects may not, however, cause inadequate costs on the part of the Buyer.

7. Where the Buyer requires a removal of the defects of the Goods, he shall not be allowed, prior to the expiry of a reasonable additional period, which he is obliged to grant to the Seller for such a purpose and which may not be shorter than 30 days, to exercise any other claims with respect to the defects of the Goods, save for the compensation for damage and a contractual fine, unless the Seller advises the Buyer that he shall not meet his obligations within this period.

8. Until the Buyer sets a period under subsection 7 of this article or exercises a claim for a discount of the purchase price, the Seller may notify the Buyer that he shall remove the defects within a certain period of time. Should the Buyer, without undue delay, after the receipt of such a notification, fail to notify the Seller of his dissent, such a notification shall have the effect of setting the respective period under subsection 7 of this article.

9. Where the Seller fails to remove the defects of the Goods within the period ensuing from subsection 7 or 8 of this article, the Buyer shall be entitled to exercise the claim for discount of the purchase price or withdraw from the Purchase Contract, should he advise the Seller of his intention to withdraw from the Purchase Contract upon setting the period under subsection 7 of this article, or within a reasonable time limit prior to the withdrawal from the Purchase Contract, which may not be shorter than 15 days. The Buyer may not change the selected claim without the Seller's consent.

10. Upon the delivery of replacement Goods, the Seller shall be entitled to require that the Buyer, at his own cost, return the Goods being replaced in the condition in which they have been delivered.

11. A violation of the Purchase Contract under subsection 2 of this article shall be deemed material, if the party violating the Purchase Contract was aware or it was reasonable to foresee at the time of conclusion of the Purchase Contract, considering the purpose of the Purchase Contract, which arose from its content or circumstances, that the other Contracting Party shall not be interested in meeting its obligations in case of such a violation of the Purchase Contract. In case of doubts, it shall be concluded that the violation of the Purchase Contract is not material.

12. The rights with respect to the liability for defects of the Goods for which the warranty period is applied shall cease to exist, should they have not been exercised within the warranty period.

IV. Time limits

1. The time limit from the exercise of the right with respect to the liability for defects until the moment when the Buyer was obliged to receive the Goods after the completion of the repair shall not be included in the warranty period. The Seller shall be obliged to make for the Buyer a confirmation specifying when the right was exercised and indicating the performance of the repair and the time of its completion.

2. In case of a replacement of Goods, the warranty period shall begin to run again as of the receipt of the new Goods. The same shall apply in case of a replacement of a component which was under a warranty.

V. Concluding provisions

1. Safe for the cases when another person is commissioned to perform the repair, the Seller shall be obliged to accept the complaint in any of the distribution storehouse in which such a receipt is possible, considering the range of the sold Goods or rendered services, or, where appropriate, in the registered office or place of business.



2. A person authorised by the Seller to handle complaints shall be present in the distribution storehouse during the entire working hours.

3. The Seller or a person authorised by the Seller shall make a decision with respect to the complaint immediately; in complicated cases, the decision shall be taken within three days. These time limits do not include time which is reasonably needed, with respect to the type of Goods, to make a specialist evaluation of the defect. The complaint including the removal of the defect must be resolved without undue delay, in compliance with the provisions of Art. III. hereof.

4. The issues which are not expressly laid down in these Complaint Rules shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

5. These Complaint rules take effect as of 1 January 2008. These Complaint Rules may be amended by the Seller's and Buyer's written agreement or by a written amendment to the Agreement.

6. The **Complaint Form** is an integral part hereof.

A handwritten signature in blue ink, appearing to be 'DM', written over a horizontal line.

Ing. Daniel Morys
Sales Department Director
ČEZ Logistika, s.r.o.



Complaint Form

COMPLAINT REPORT		Registration no.	
1	Complaint lodged on	With the supplier (seller)	
2	Product – service identification		
	Product - service	Quantity/unit	
	Product type	Part no. (serial no.)	
	Purchase Order No.	Purchase Order date	
	Ordered by	Method of delivery	
	Delivery code	Date of sale/delivery	
3	Grounds for complaint – customer’s request (and/or other circumstances, forwarder’s, witnesses’ opinions, etc.)		
	Date of entry	Recorded by/signature	
4	The supplier’s (seller’s) decision with respect to the complaint, including the effective date		
	Date of entry	Recorded by/signature	
5	A description of the resolution of the complaint, including the date of settlement		
	Date of entry	Recorded by/signature	
6	Conclusion		
	Date of entry	Recorded by/signature	
7	Claimant’s (customer’s representative’s) contact details		
	Contact person	Mobile telephone	
	Street/number	E-mail	
	Location/Post Code	Telephone/Fax	



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