

STROS – Sedlcanske strojirny, a.s.
Strojirenska 791
264 01 Sedlcany
Czech Republic
tel.: +420 318 842 111
fax: +420 318 821 230
e-mail: info@stros.cz
www.stros.cz



STROS – Sedlcanske strojirny a.s. Claim Procedure

A) General Provisions

1. This Claim Procedure adjusts the procedure and conditions for enforcement of rights and claims resulting from liability for defects in product deliveries within the warranty period at the Supplier; the trade company STROS –Sedlčanské strojírný a.s. (hereinafter only the „STROS“ or the „Supplier“).
2. This Claim Procedure forms a part of the STROS Contractual Conditions for product or service deliveries. Should there be any difference between the provisions, the contractual provisions shall prevail over the wording of the Sales Conditions or the Claim Procedure and the wording of the Sales Conditions shall prevail over the wording of the Claim Procedure.
3. STROS Deliveries shall be understood deliveries of products or services (hereinafter only the „Products“) based on signed work contracts, purchase or service contracts with the customers or clients or purchasers (hereinafter only the „Customer“). By the relevant Contract signing with the Supplier the Customer agrees to this Claim Procedure in the wording valid as of the day of the Contract signing.
4. The precondition for enforcement of the rights and claims resulting from the liability for defects and the claim processing is fulfillment of all Customer’s obligations resulting from the signed Contract.
5. The Customer is not authorized to assign the rights resulting from liability for defects to any third party without the Supplier’s consent.

B) Delivery Inspection

The Customer is obliged to inspect and review the Products upon their take over, duly and with professional care. The Customer is obliged to perform the inspection in such manner, so that all defects, which can be discovered if professional care is exercised, would be discovered. The Customer must claim visible defects in the Products in writing, without any undue delay upon the defect discovery, however not later than within 5 days from the day, the Customer discovered, or should have discovered, the defect during the obligatory inspection, otherwise any possible claims resulting from the liability for such visible defects shall cease to exist. The Supplier is not

liable for any possible defects known to the Customer in the time of the Contract signing, or defects, which should have been known to the Customer with regard to the circumstances under which the Contract has been signed. All hidden defects must be claimed within the warranty period, without any undue delay upon their discovery. Should the rights resulting from the liability for defects not be exercised within the warranty period, they shall cease to exist.

C) Warranty

The supplier provides warranty for the quality of their deliveries pursuant to the applicable provisions of Art. 89/2012 of the Civil Code. The warranty period is stipulated in the Contract. The rights from the liability for defects subject to the warranty period shall cease to exist, if the defect is not claimed within the warranty period. If not stipulated otherwise in the Contract, the warranty period shall be as follows:

- | | |
|-----------------------------|-----------|
| - lifts, footpaths | 12 months |
| - spare parts | 6 months |
| - service or other services | 6 months |

D) the Clam Process

1. Only the Customer exercising his rights resulting from defects in writing, in the EVIDENČNÍ LIST REKLAMACE ZÁKAZNÍKA /CUSTOMER CLAIMS RECORD SHEET/ form can claim his rights. The form can be downloaded at the Supplier's web pages: www.stros.cz . The claim must stipulate the Contract number, purchase order number, product designation and claim description or detail description of how the claim is demonstrated.
2. Based on the claim reporting the Supplier shall investigate the performance and the defect. Should the case not be of a defect in performance covered by the Supplier's warranty, the Customer shall be informed on such a fact. Should the claim reporting not take place in writing, i.e. by a letter, fax or e-mail, the Supplier shall elaborate a report on the claim receipt, which shall be sent to the Customer for its confirmation. Based on the confirmed report on claim receipt the Supplier shall evaluate the defective performance, or send its service staff to the Customer's premises for the defect evaluation respectively, and the Supplier shall decide on the manner of the claim solution. The Supplier has the right of choose the claim solution adequate to the nature of the defect.
3. If it is a defect that:
 - can be removed, the Customer has the right to a free of charge defect removal, and the Supplier is obliged to remove the defect within the periods per this Claim Procedure;
 - cannot be removed and that hinders duly and defect free use of the subject-matter of the claim and the Supplier's performance, the Customer has the right to the Product, or a part thereof, replacement;
 - cannot be removed and that does not hinder duly and defect free use of the subject-matter of the Supplier's performance, the Customer has the right to a discount from the price.
4. Should the Supplier's staff perform any service at the Customer's premises, the service staff shall elaborate a report describing the defect and the possibilities of the defect removal, whether the defect has been removed or whether it is an irremovable defect.

5. The period for the claim justification evaluation and the claim processing, including the defect removal, is 5 days, if a longer period is not adequate with regard to the circumstances. Should the Supplier request the claimed product, or a part thereof, for the claimed defect evaluation or in case of the Supplier's service staff work at the Customer, the period for the claim justification evaluation and processing and for the defect removal shall commence as of the day, on which the Supplier has the Product, or a part thereof available, and is able to perform the needed investigation. The claimed parts – parts of the Product from inland, shall be delivered for the claimed defect evaluation upon the Supplier's request. The claimed parts – parts of the Product from abroad, shall, due to high transportation and customs costs, remain in the relevant country at the contractual partner, where they shall be kept for the period of 6 months to arrange for the possibility of inspection by the Customer and the Supplier.
6. Should the claim be evaluated as unjustified and should it be rejected, the Customer shall be informed on such a fact in writing or electronically, stating the reasons for the claim rejection. The costs expended by the Supplier in relation to the unjustified claim shall be paid by the Customer. The handing fee of EUR 100.- shall be charged for each event of such a claim.
7. The Customer shall claim defects in writing, in exceptional cases by phone, at the Supplier's address:
STROS – Sedlčanské strojírnny, a.s., Strojírenská 791, 264 01 Sedlčany
Tel.: +420 318 842 330
e-mail: info@stros.cz

E) Exceptions from the Warranty

The Warranty is not applicable to the following cases:

- defects caused as a result of Product transport by the Customer;
- defects caused by assembly, as a result of assembly respectively, if the assembly, repairs or changes to the Products are done by the Customer or any third person;
- defects caused by other activities of the Supplier or any third person;
- defects originating from the technical documentation or materials handed over for Product production by the Customer to the Supplier;
- natural wear and tear of the Product;
- damages caused by unprofessional or careless use (wrong maintenance) or adjustments or infringements;
- use for an unsuitable purpose or operation of other influences not foreseen by the Contract;
- cases provided in the relevant Contract or Sales Conditions;
- defects caused by use, insufficient maintenance or installation of the products, which are in a conflict with the instructions for Product use;
- defects caused by over-voltage in the mains or penetration of foreign substances,
- damage caused by Force Major;
- Products with broken protective seals, stickers, series numbers or with signs of unprofessional repair,
- defects caused by use of the Product in the conditions different to the conditions for the intended use of the Product due to temperature, dustiness, moisture, chemical and mechanical properties of the environment.

In Sedlčany on February 10, 2014