

WARRANTY TERMS

These Warranty Terms (hereinafter referred to only as "**warranty terms**") govern the manner and conditions for complaints regarding defects on products purchased by the consumer via the online store of RC para SKY from **entrepreneur**:

Jan Čejpa, based in Černíkovice 248, 517 04 Černíkovice

Commercial registration number: 88778045

not registered for VAT

entered in the trade register kept by the Municipal Authority of Rychnov nad Kněžnou

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1. What defects are we liable for?

- 1.1. As a seller, we are responsible for ensuring that you receive the goods you ordered and that **the goods are without defects**. That means, primarily, that upon the receipt of goods, the goods:
- have the properties that we and the customer agreed on, that we provide in the description or that you could expect given the nature of the goods, or based on advertising;
 - are in the corresponding amount, size or weight;
 - comply with the requirements of legal regulations;
 - are fit for the purpose we stated or the purpose for which the goods are normally used;
 - match the quality that we and the customer agreed on, or quality set by the applicable and effective legislation for the type of goods; and
 - have no legal defects, i.e. the goods are not subject to property rights of a third party and the goods are supplied with documents necessary for the proper use of the goods.

Furthermore, we are responsible for ensuring that such defects do not appear during the warranty period. **We provide the customers with no warranty for quality beyond the legal warranty period.**

- 1.2. A difference between colour shade in reality and on electronic display devices cannot be considered a defect of the goods. If the goods do not meet your expectations, you have the right to withdraw from the contract within 14 days since the acceptance of the goods in accordance with section 6 of General Trading Terms and Conditions.
- 1.3. **If a defect of the goods appears within six months since you accepted the goods, it is deemed the goods were already defective upon acceptance.**

2. How long is the warranty period?

- 2.1. The warranty period for unused consumer goods is **twenty-four months from the day of accepting the goods**, unless a longer warranty period is stated on the website or in documentation enclosed with the goods or in advertising.

For used goods, the warranty period is **twelve months from the acceptance of the goods**.

- 2.2. In the event that the goods are replaced or repaired, a new warranty period is not provided for the new goods or replaced components and spare parts. However, the warranty period is extended by the



period during which you were not able to use the product due to the defect, i.e. particularly the period when the goods were under repair.

3. What rights result from defective performance?

3.1. Your rights from defective performance are governed by the civil code, particularly sections 2099 to 2117 and 2165 to 2174.

3.2. In accordance with the above provisions, you have the following rights in particular:

a) Providing what is missing

If we deliver the goods in a lower quantity than agreed or we provide incomplete goods, you have the right to demand we provide what is missing.

b) Discount from the purchase price

If the goods were defective when you accepted them or a defect appeared during the warranty period, **you may always demand** an adequate discount from the purchase price.

c) Replacement of the goods or the defective part of the goods

You **may always demand** a replacement of the goods or the defective part of the goods, unless such resolution is not proportionate to the nature of the defect (i.e. particularly in case where immediate repair of the item is not possible) and unless the defect is a significant breach of contract.

You **do not have the right** to demand replacement of the goods if only a part (component) of the goods is defective. If we conclude during the complaints procedure that only a part of the goods is defective, we will replace this part.

You **may not** demand replacement of the goods in the case of used goods or goods sold at a discount price. Instead, you may demand a discount from the purchase price.

d) Repair of the item

If the goods can be repaired, you are entitled to free removal of the defect. If it becomes apparent during the complaints procedure that we are not able to repair the goods, we shall immediately inform you of the fact and you can choose another method of resolving the complaint.

e) Refund (contract withdrawal)

You may only request a refund provided that:

- the delivery of a defective or incomplete item on our part is a substantial breach of contract; or
- we are not able to remove the defect due to which you cannot use the goods properly, or we are not able to replace the defective goods (e.g. the goods are not in production anymore); or
- you cannot use the goods properly due to repeated occurrence of defect after repair (occurrence of the same defect after at least two prior repairs); or
- the goods have a larger number of defects (simultaneous occurrence of at least three removable defects, each of which prevents proper use of the goods); or
- we do not meet the deadline for resolving a complaint/do not rectify the defect within 30 days since the complaint was filed.

3.3. **Replacement of goods or refund** (contract withdrawal) is contingent on the goods being **returned in the state in which you received them**. Exempt from this are the cases where:



- a) the condition of the item changed as a result of inspection undertaken to discover the defect on the item;
- b) you used the item before discovering the defect;
- c) you did not cause the impossibility to return the item in an unaltered condition by your behaviour or negligence; or
- d) you sold the item before discovering the defect, or you altered the item during ordinary use; if this took place only partially, you shall return to us what you can and provide compensation equal to the amount to which you benefitted from the use of the item.

4. When can you not exercise rights resulting from defective performance?

4.1. You are not entitled to rights resulting from defective performance if:

- you were aware of the defect before accepting the item;
- you caused the defect; or
- the warranty period has expired.

4.2. Furthermore, the warranty and claims resulting from defects do not apply to:

- wear and tear of the goods caused by normal use (wear and tear caused by use includes reduced capacity of the batteries and accumulators);
- defects on a used item corresponding to the extent of wear and tear the item had when you accepted it;
- items sold at a discount price – only in relation to the defect for which the discount price was negotiated; or
- items which are exempt from these by nature (in particular, goods which cannot by nature last for the entire duration of the warranty period).

5. How to proceed with a complaint?

5.1. File a complaint with us without undue delay after discovering a defect.

5.2. **We receive complaints at our company address.** We do not have any business premises where you could make a complaint about a product and do not use the services of third parties for the purposes of complaints.

5.3. Recommended procedure for making a complaint:

- to speed up the procedure, you can notify us ahead of time via phone, e-mail or in writing that you wish to make a complaint;
- it is also best to inform us at the same time of the manner in which you wish to exercise your rights resulting from defective performance, i.e. if you wish us to provide what is missing, want a discount from the purchase price, wish the goods or the defective part to be replaced or repaired, want a refund, or wish to exercise other rights in accordance with these warranty terms and the civil code;
- deliver us the goods along with the record of complaint or afterwards (in a way other than cash on delivery, which we do not accept) to our company address; we recommend packing the goods into suitable packaging to prevent damaging or destruction of the goods;
- **in order to facilitate the procedure, it is advised to enclose a proof of purchase or a tax document - invoice, if one was issued, or another document proving the purchase of the goods, along with a description of the defect and proposed resolution to the complaint.**



Failure to comply with any of the above steps or failure to present any of the above documents does not prevent approval of the complaint in accordance with legal conditions.

- 5.4. The complaint is considered filed the moment we are notified of the occurrence of a defect and you exercise your right resulting from liability for defects on the sold items.
- 5.5. We decide on delivered complaints immediately, or within three working days in complicated cases. This period does not include the time required for expert assessment of the defect which is proportional to the type of the product or service. The complaint and possible removal of the defect shall be handled without undue delay, no later than 30 days since the filing of the complaint, unless we mutually agree on a longer deadline.
- 5.6. If you choose to exercise a right which cannot be granted to you for objective reasons (primarily in case of irremovable defects or in case of replacing goods which can no longer be replaced), we shall contact you immediately. In that case, you can choose to exercise a different right in accordance with these warranty terms.
- 5.7. When you file a complaint, we shall issue a written confirmation of when you exercised your right, what the contents of the complaint are and what method of resolution of the complaint you seek. After the resolution of the complaint, we shall also issue a confirmation of the date and method of resolution of the complaint, including a confirmation of repairs done and how long the repairs took, or we shall issue a written justification of why the complaint was rejected.
- 5.8. **In accordance with the civil code, you have the right to reimbursement of costs you efficiently incurred when exercising your right to file a complaint. Please note that you must exercise your right to reimbursement within one month after the end of the deadline for complaints about defects.**

These Warranty Terms are valid and effective from 1. 12. 2017.

