

## **Warranty Claim Guidelines for Entrepreneurs and Legal Persons**

The Warranty Claim Guidelines for Entrepreneurs and Legal Persons regulates the manner and the conditions of warranty claims for defective goods purchased by an entrepreneur or a legal person through the online shop Your20th.com of **our company**

JOINT PROJECT, s.r.o., with registered office at Třeboradická 755/9, Kobylisy, 182 00 Praha 8

Registration No: 24714372

is not subject to VAT

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 168224

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### **1. Defect Responsibility of the Seller**

1.1. As the seller we are liable that the **goods have no defects as of the moment of its takeover.**

This means that:

- the goods have the proper quantity, measure or weight;
- the goods have the characteristics based on negotiation between the seller and the purchaser, or based on an agreed pattern or draft, or possibly based on the purpose apparent from the contract; otherwise for the common purpose;
- if the seller delivers goods different from the goods negotiated between the seller and the purchaser, it is considered as the goods defect;
- the goods have no errors of law, i. e. there is no right to property owned by the third person, and the goods are equipped with all the documents needed for proper usage.

**The seller does not provide any quality guarantee.**

1.2. The disparity of colour tones in reality and on electronic display devices is not considered as the defect of the goods.

### **2. Defective performance rights of the Purchaser**

2.1. Rights of the Purchaser from the defective performance are governed by the provisions of Section 2099 to 2117 of the Civil Code.

2.2. If the goods defect is a **serious breach of the contract**, the purchaser has the following defective performance rights:

- a) removal of the defect by the delivery of the defect-free goods or by the delivery of the missing goods;
- b) removal of the defect by reparation of the goods;
- c) proportionate discount from the purchase price; or
- d) withdrawal from the contract.

2.3. If the goods defect is a **nonessential breach of the contract**, the Purchaser has the following defective performance rights:

- a) removal of the defect; or
- b) proportionate discount from the purchase price.

2.4. When informing about the defect, the purchaser is obliged to inform the seller about the chosen method of complaint, otherwise the seller will decide about it. The payment made can be changed only after agreement with the seller.

If the purchaser considers the defect as a serious breach of the contract, he is obliged to prove it to seller.

The purchaser accepts that the seller is entitled to deliver the missing goods or remove the error of law (particularly deliver the missing documents) until purchaser's exercise of defective performance right or withdrawal from the contract.

2.5. Replacement of goods or withdrawal from the contract can be applied only if the purchaser is able to return the goods in the same condition as he received it. This does not apply if:

- a) there has been a change in its condition as a result of an inspection to discover a defect of the goods;
- b) the purchaser used the goods before the discovery of a defect;
- c) the purchaser did not cause the impossibility to return the goods in the same condition by an act or omission; or
- d) the purchaser sold the goods before the discovery of the defect or altered the goods during its common usage; if it occurred only partially, the purchaser shall return to the seller everything remaining and shall compensate the seller, in the amount of the benefit he enjoyed as a result of the usage of the goods.

### **3. Impossibility of exercise of defective performance right**

3.1. The purchaser does not have the defective performance right if he has had the knowledge of the defect prior taking over or he has caused the defect himself;

3.2. Warranty and liability claims for the defects also does not apply to:

- the tear of the goods caused by its common usage;
- a defect of a used goods corresponding to the extent of usage of the goods or its wear and tear upon takeover by the purchaser;
- a defect of the goods sold for a lower price, for which the lower price was stipulated; or
- if it follows from the nature of the goods.

### **4. Procession with the warranty claim**

4.1. The purchaser is obliged to assert the warranty claim with the seller without undue delay from finding out of the defect. The claimed goods will be accepted on the contact address of the seller.

4.2. Warranty claim procedure:

- for faster processing, the purchaser can contact us in advance by telephone, e-mail or by writing;
  - the purchaser is obliged to inform the seller about the chosen method of exercise of defective performance right and describe the defect and/or its exhibition;
  - the claimed goods will the purchaser deliver to the seller (in another mean than cash on delivery, which is not accepted by the seller) and he is obliged to properly pack the goods to avoid its damage or destruction;
  - **the purchaser is obliged to attach a receipt or tax document - invoice if it has been issued, or other document evidencing the purchase of the goods.**
- 4.3. The moment of asserting the warranty claim is the moment when the goods were delivered to the seller.
- 4.4. In accordance with the Civil Code, the purchaser is also entitled to receive the reimbursement of the costs reasonably incurred in asserting the warranty claim. The purchaser accepts that the right to receive the reimbursement must be applied till one month since the expiry of the period, in which it is needed to point the defect.**

The Warranty Claim Guidelines are valid and effective as of AUGUST 10 TH 2018.