

I. Introductory Provisions

- I.1. These Warranty Terms and Conditions govern the scope of liability for defects and the possibilities, conditions, and methods of claiming of liability for defects by the Buyer in the goods sold by:

**LABARA CABLES s.r.o., Company ID No.: 283 40 965
Velká Bíteš - Jindřichov 20, Postal Code 595 01
(the "Seller").**

- I.2. For issues not covered by these Warranty Terms and Conditions shall be applied the provisions of Act No. 513/1991 Coll., the Commercial Code, as in force at the time of concluding the relevant purchase contract. If the Buyer is the consumer, the provisions to protect the consumer in accordance with Section 262/4 of the Commercial Code shall be reasonably used.

II. Responsibilities and Obligations of the Seller

- II.1. The Seller is responsible for ensuring that the goods sold are of the quality and properties as agreed in the contract. In the case of absence of determination of the quality and properties in the contract, the Seller shall deliver the goods in the quality and state which are usual or in line with the purpose stated by the manufacturer, supplier, or the Seller. In the event that the goods are delivered based on a sample, the Seller is responsible for the conformity of the goods with such a sample.
- II.2. The Seller is responsible for the defects in the goods at the time of receipt of the goods by the Buyer from the Seller, or if the Buyer fails to do so at the moment when the Seller makes the goods available to the Buyer. The Seller is also responsible for the defects that become apparent only after the above period, but only if there is no doubt that such defects occurred in the goods already at that time.
- II.3. If the contract states that the Seller is obliged to send the goods to the Buyer, the Seller shall be responsible for the defects present in the goods at the time the Seller hands over such goods to the first carrier.
- II.4. The Seller further undertakes that the goods sold will have for a certain period of time the properties agreed on in the contract or will be applicable for the agreed purpose.
- II.5. Unless agreed otherwise in the contract or other contractual document, the period specified pursuant to Article II.4 shall be one month, or in case the Buyer is the consumer 24 months, starting from receipt of the goods. In the event that the Buyer is in default of acceptance of the goods, the warranty periods starts from the time when the Buyer was obliged to accept the goods.
- II.6. The expiration of the period pursuant to Article II.5 shall result in the Buyer losing its right to claim the Seller's liability for defects.
- II.7. All claims for defects in goods covered by the guarantee of quality shall be subject to all the following provisions (obligations of the Buyer, claims of defective goods, procedure for handling complaints, and disclaimer) of these Warranty Terms and Conditions governing the exercise of the right of the Seller's liability for defects (the "Claim").

III. Obligations of the Buyer

- III.1. The Buyer is obliged to familiarize themselves with these Warranty Terms and Conditions before ordering any goods and to claim their rights according to the provisions herein.
- III.2. The Buyer is obliged to inspect the goods immediately when accepting the goods and to inform the Seller about defects in the delivered goods, which are detectable at such inspection. The defects detected will be documented by a representative of the Buyer, stating the date and place of acceptance, identification of the defects, and signatures of the representatives of both Parties.
- III.2 In case of defects which are not detectable during acceptance of the goods, the Buyer must notify the Seller about such defects in writing without undue delay after discovering such defects.
- III.3 After discovering such defects, the Buyer shall store such goods separately and refrain from using it.
- III.4 The proper performance of this obligation to inform the Seller provided in these Warranty Terms and Conditions shall be considered a notice containing:
 - Identification of the Buyer (name, Company ID No., address)
 - The specification of the claimed goods (name, type, serial number, etc.)
 - Invoice number containing the defective goods
 - The date on which the goods were delivered and when the defects were discovered
 - An exact description of the defect
 - Designation of evidence which confirms the defect (photos, samples, etc.)
 - The right being claimed in relation to the defect (repair of the goods, delivery of replacement goods, reasonable discount on the price)
 - The contact person details
- III.5 In the event that the Buyer notifies the Seller about defects and the goods are subsequently found to contain no defects for which the Seller would be responsible, the Buyer shall pay to the Seller the cost incurred by the Seller in determining the unjustified claim, the cost of returning the goods to the Buyer, or any cost for storage or disposal of the goods.
- III.6 When replacing defective goods with replacement goods by the Seller, the Buyer must return such defective goods to the Seller.

IV. Claims for Defects in the Goods and Handling of Claims

- IV.1. The Seller is obliged to handle Claims within a reasonable time. For the purposes of Claims under these Warranty Terms and Conditions, the reasonable period shall be specified by the Seller depending on the severity of defects, or 30 days.
- IV.2 In accepting a Claim as justified, the Buyer shall have the priority right to remove defects by receiving the missing goods or replacement goods within the scope of the defective goods.
- IV.3 The Buyer shall along with identification of the defective goods specify the requested method of removal of the defective goods. The Buyer may not change the method during the process.
- IV.4 If defects are removed by repairing the defective goods and the Seller determines that such repair would be less effective than supplying replacement goods, the Seller shall have the right

to change the asserted claim of the Buyer and instead of carrying out the repair to deliver replacement goods or provide a discount on the purchase price.

- IV.5 In relation to liability for defects, the Seller is not obliged to handle Claims or remove defective goods free of charge at a place other than the designated place. Therefore, the Buyer before sending the goods shall agree with the Seller on the place where the goods will be sent or where the Claims will be handled.
- IV.6 If the Seller fails to remove the defect within the period specified by IV.1, the Buyer shall be entitled to a discount on the purchase price and the cost of sending the goods to the Seller.
- IV.7 The cost of delivering repaired, replacement, or supplemented goods to the Buyer shall be borne by the Seller if the Claim was admitted.
- IV.8. If the Buyer is the consumer and the contract was concluded by means of distance communication, the Buyer shall have the right to withdraw from the contract without giving any reason and without penalty within 14 days of receipt of the goods.

V. Disclaimer

- V.1. The Seller is not liable for defects of which the Buyer at the time of conclusion of the contract knew or given the circumstances under which the contract was concluded had to know.
- V.2 The Seller is not liable for defects in the goods if the Buyer has not fulfilled the obligation stipulated under Articles III.2, III.3, and III.4 herein. In such a case, the Seller shall not be liable for any damage.
- V.3 The liability for defects does not apply to defects caused by unprofessional conduct by the Buyer or a third party or neglecting professional care. Furthermore, the liability does not apply to defects which cannot be proved to have been caused by the use of defective materials, faulty construction, or incomplete processing, especially the defects caused by faulty maintenance, improper use of operation parts, or failure to comply with operation instructions (e.g. transport, handling, storage, location), excessive stress, chemical and electrolytic effects, due to force majeure, violent damage, etc.

VI. Other Provisions

- VI.1 These Warranty Terms and Conditions shall come into force on 1 April 2013.
- VI.2 In relation to constant development of the legal environment and with regard to trade policy, the Seller may make unilateral changes or modifications to these Warranty Terms and Conditions. The Seller shall notify the Buyer about such changes on its website www.labaracables.cz in advance. If the Buyer does not express its disagreement with such changes or modifications of these Warranty Terms and Conditions within 10 days before the effective date of such changes or modifications, such a change or modification shall be considered agreed by the Buyer.

V.1.

VI. Doplňující ustanovení