

This Warranty Claims Procedure applies to the sale of goods by Zero Golf s.r.o., with its registered office at Korunní 2569/108, Vinohrady, 101 00 Prague 10, identification number: 06893732, registered in the Commercial Register kept at the Municipal Court in Prague, under file number C 290751, (hereinafter referred to as the "**seller**").

## 1. QUALITY GUARANTEE

1. The Seller shall be liable to the Buyer that the item is free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the item:
  - the goods have the characteristics agreed between the parties and, in the absence of such characteristics, those described by the seller or manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the seller's and/or manufacturer's advertising;
  - the item is fit for the purpose for which the seller states it is to be used or for which an item of that kind is usually used;
  - the item is in the appropriate quantity, measure or weight;
  - the item complies with the requirements of the law.
2. The buyer is obliged to check the goods, their completeness and undamaged packaging upon personal receipt from the seller.
3. The Buyer is obliged to check the condition of the goods, their completeness and the integrity of the packaging according to the waybill.

## 2. METHOD OF MAKING A CLAIM

1. The Buyer's rights arising from defective performance (hereinafter referred to as "**claim**") must be exercised in accordance with this Warranty Claim Procedure.
2. The buyer has the right to file a claim with the seller. Zero Golf s.r.o. recommends the Buyer to first contact the Seller via email communication at [info@zerogolf.cz](mailto:info@zerogolf.cz), or by phone

at +420 774 455 599.

3. In the event of a complaint, the Buyer is obliged to prove the date of purchase of the goods in question, in particular by presenting the relevant tax receipt and/or warranty certificate, or by other credible means.
4. The Buyer shall not be entitled to claim for a defect that has already been claimed in the past, provided that a reasonable discount has been granted on the purchase price of the goods

### **3. TIME LIMITS**

1. If the Seller has provided a quality guarantee in excess of the statutory obligations (in particular the statutory time limit), its application shall be governed by this Warranty Claims Procedure, unless the warranty certificate or the contract provides otherwise.
2. The period for making a claim begins on the date of receipt of the goods by the buyer, which is indicated on the tax receipt or on the warranty certificate or other such document.
3. The warranty period for consumers is 24 months for new goods.
4. The Seller shall provide a warranty to a Buyer who is not a consumer (i.e. for a business) if this is expressly stated for the goods in question.
5. In the case of consumer goods, the Buyer shall be entitled to exercise the right of defects only until the date marked on the packaging of such goods, if this period is shorter than the period specified in paragraph 3.3 of this Warranty Claims Procedure.
6. The Buyer shall be obliged to claim the goods without undue delay after discovering that the goods are defective. The Seller shall not be liable for any increase in the extent of the damage if the Buyer uses the goods although he is aware of the defect.
7. If the Buyer makes a legitimate claim, the period for making a claim does not run for the period during which the goods are under repair and the Buyer cannot use them.
8. The Seller is obliged to decide on the complaint immediately, in more complex cases

within 3 working days. This time limit does not include the time required for a professional assessment of the defect. The Seller is obliged to issue the Buyer with a written confirmation stating the date and place of the claim, the characteristics of the claimed defect, the requested method of handling the claim and the manner in which the Buyer will be informed of its handling. The complaint, including the removal of the defect, must be settled without undue delay, at the latest within 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period. The expiry of this time limit in vain shall be considered a material breach of contract. The seller is obliged to confirm to the buyer in writing the method of settlement of the complaint and the duration of the complaint. The Buyer is not entitled to change the method of handling the complaint once chosen without the Seller's consent, except if the chosen method of handling cannot be implemented at all or in time.

9. If the claim is deemed justified, the Buyer is entitled to reimbursement of the costs reasonably incurred in connection with the claim.
10. If the complaint is resolved by replacing the goods, the new time limit for exercising the rights arising from the defective performance does not run, but the time limit of the goods complained of continues to run.

#### **4. EXCEPTIONS TO LIABILITY FOR DEFECTS**

1. The seller is not liable for defects in the following cases:
  - mechanical damage to the goods,
  - electrical surges (visibly burnt components or circuit boards), except for normal deviations,
  - the use of the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical environment directly intended by the seller or the manufacturer,
  - improper installation, handling, operation or neglect of the goods,
  - damage to the goods or parts thereof by computer virus etc,

- damage caused by excessive loading or use contrary to the conditions specified in the documentation or general principles,
- unqualified intervention or alteration of parameters,
- goods that have been modified by the customer (painting, bending, etc.), if the defect is due to such modification,
- damage caused by natural elements or force majeure,
- the use of incorrect or defective equipment.

## **5. FINAL PROVISIONS**

In relation to the fulfilment of the obligation pursuant to §14 of Act No. 634/1992 Coll., the Seller informs the Buyer of the possibility to use the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)), which is a notified body for out-of-court settlement of consumer disputes listed by the European Commission, for possible out-of-court settlement of consumer disputes.

This Warranty Claims Procedure shall enter into effect on 1 August 2022.