Complaints Procedure

1. Introductory provisions

1.1 This Complaints Procedure ("Complaints Procedure") applies to the closing of all purchase contracts for goods between TBA Plastové obaly s.r.o., with registered office in Michalovice 84,

580 01 Havlíčkův Brod, registered at the Regional Court in Hradec Králové, Section C, Insert 23760,

ID No.: 27518949 ("Seller", "Company") and the end customer ("Buyer"). The Complaints Procedure is an integral part of any purchase contract, order or framework contract concluded between the company and the buyer ("Purchase Contract"). For the avoidance of doubt, a contract concluded between the company and the buyer by means of distance communication, in particular via e-shop or e-mail, is also considered a Purchase Contract.

1.2 The Complaints Procedure shall be governed by the provisions of Act No. 89/2012 Coll., the Civil Code and Act No. 634/1992 Coll., the Consumer Protection Act, as amended.

1.3 These Complaints Regulations shall also apply appropriateis in the event that the purchaser is not a consumer within the meaning of Section 419 of the Civil Code, unless otherwise agreed in the Purchase Contract, the Complaints Regulations or between the parties.

2. Warranty period, complaint

2.1 The company shall be liable to the buyer for the fact that the goods are free from defects upon receipt by the buyer, i.e. they are in accordance with the Purchase Contract and have the quality and utility characteristics described or usual for a thing of that kind, comply with the requirements of legal regulations, are in the appropriate quantity, measure or weight and correspond to the purpose for which the company states for the use of the goods or for which the goods are usually used.

2.2 The buyer shall inspect the goods on receipt to ensure that they are free from defects and are delivered in the appropriate quantity. If any defect or discrepancy is found, he shall note this on the carrier's delivery note.

2.3 If the goods show obvious defects upon delivery or if the goods are delivered in damaged transport packaging, the buyer is entitled not to take delivery of the goods, but if the buyer takes delivery of the goods, the buyer must notify the company of the damage without undue delay within 24 hours of delivery by the carrier. In this case, the matter shall be deemed to have been delivered damaged and the complaint shall be accepted by the seller.

2.4 A subsequent complaint of mechanical origin may not be accepted unless it is a manufacturing defect.

2.5 The duration of the warranty is valid according to the provisions of Section 2165 of Act No. 89/2012 Coll., Civil Code.

2.6 The warranty period does not include the time from the filing of a legitimate complaint until its settlement.

2.7 If the buyer has decided not to take delivery of the goods in accordance with Article 2.3 of these Complaints Regulations or the goods have not been delivered to him, he must notify the company immediately, stating the reason.

2.8 The warranty only applies to defects that occur in the goods within the warranty period provided by the company. The warranty does not cover normal wear and tear caused by normal use of the goods. The warranty also does not cover use in a manner and for a purpose other than that for which it is intended. Similarly, the warranty does not apply to goods that have been improperly stored by the buyer and the improper storage has affected the quality of the goods.

2.9 In order to properly assess a defect and settle a complaint in respect of the goods complained of, the buyer must, when making a complaint, produce evidence of the defective goods or photographs of the goods and prove when the goods were purchased from the company, for example by producing an invoice for the goods.

3. Application of the warranty

3.1 The buyer is only entitled to exercise his right under the quality guarantee in respect of goods which are defective and have been purchased from the company.

3.2 If the goods do not have the characteristics set out in Article 2.1 of these Complaints Regulations, the buyer is entitled, in particular if the defect can be remedied without undue delay, to have the defect remedied free of charge; if this is not unreasonable in view of the nature of the defect, the buyer may also demand the delivery of new goods without defects, but if the defect relates only to a part of the goods, the buyer may only demand the replacement of the part; if this is not possible, the buyer may withdraw from the contract of sale.

3.3 The buyer is entitled to delivery of new goods or replacement of parts even in case of a removable defect, if the goods cannot be used properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the buyer also has the right to withdraw from the purchase contract and the buyer will be paid the original purchase price by bank transfer to the buyer's account in these circumstances.

3.4 The buyer has the right to withdraw from the Purchase Contract within 14 days of delivery or acceptance of the goods without giving any reason. The buyer shall return the goods undamaged at his/her own expense to the address Michalovice 84, Havlíčkův Brod 58001, together with the completed withdrawal form and inform the seller of this fact. The company shall not be liable for any damage to the goods upon return delivery at the buyer's expense.

4. Complaints

4.1 It is imperative that a complaint is made without undue delay as soon as a defect in the goods has occurred, and within the warranty period, in writing to info@tbaplast.cz or obchod@tbaplast.cz

4.2 The company is obliged to decide on the complaint (decision means the method of resolving the complaint) immediately, without undue delay. This time limit does not include any reasonable time, depending on the type of defect, required for a professional assessment of the defect.

4.3 The complaint, including the rectification of the defect, must be settled within 30 days of the date of the complaint, unless the company and the purchaser agree on a longer period. Within this period, the company shall also notify the buyer of the manner in which the complaint will be settled.

4.4 The buyer may make a complaint at the registered office of the company or at the premises where the purchase contract was concluded or by email. The buyer may also make a claim by e-mail or by sending the goods to the company's registered office with a description of the defects and a contact telephone number and e-mail.

4.5 The company may assess the complaint directly at its premises or by forwarding it to the supplier or manufacturer for assessment.

4.6 The company will reject the complaint:

(a) if the goods claimed have a defect for which the company is not liable under the law or the contract of sale; (mechanical damage, contamination, etc.)

(b) if the complaint is not made within the warranty period;

(c) where the complaint is for normal wear and tear caused by use of the goods, the defect has been caused by handling contrary to the purpose for which the goods are normally used;

(d) where the complaint has not been properly made;

(e) if it is a difference in colour shade (monitor setting, production run, etc.)

(f) a faulty order by the buyer is not considered a complaint (the buyer has the right to withdraw from the contract within 14 days of delivery or receipt of the goods if the goods are not to his satisfaction, see 3.4.)

4.7 Personal collection of the goods at the shop:

(a) The buyer shall inspect the goods on personal receipt from the seller for completeness and integrity of packaging.

(b) Any defects found after unpacking outside the place of collection shall be reported immediately, within two days of receipt of the goods at the latest. If this is not the case, defects and damage may not be accepted as a complaint.

(c) By accepting the goods, the buyer confirms that the goods sold are in conformity with the order.

(d) When collecting the goods in person, the 14 day period for withdrawal from the contract of sale without giving any reason shall not be applicable, unless otherwise agreed by both parties.

5. Final provisions

5.1 The Complaints Protocol is an annex to these Complaints Regulations. This annex is also available at the company's premises in paper or electronic form. The buyer is not obliged to use the model of the complaint report.

5.2 The wording of this Complaints Procedure may be amended or supplemented by the company at any time. However, this provision shall not affect the rights and obligations arising from purchase contracts concluded prior to the entry into force of the new Complaints Procedure.

5.3 By signing a framework agreement, purchase contract, purchase order or placing an order in the e-shop, the purchaser confirms that he/she is fully acquainted with the contents of the Complaints Procedure and expressly accepts it, that he/she is aware of the meaning of all terms and clauses used and that he/she could have reasonably expected all provisions.

5.4 If the form of payment by cash on delivery has been selected for your order, the buyer is obliged to pay the purchase price and take delivery of the item. This obligation is imposed by the law § 2118 of Act 89/2012 Coll. Therefore, the buyer's failure to accept the delivery is a breach of the purchase contract.

5.5 This Complaints Procedure shall come into force and effect on 1.1.2023

COMPLAINT PROTOCOL

(to be filled out by the customer)	**Contact person:**
Company/name and address of the buyer:	**Phone:**
	Mobile:
	E-mail:
ID:	
(and VAT number)	
Return address for sending the goods:	
(If the same as above, do not fill in!)	

Goods Complained About:

Date of purchase:

(Invoice date)

Invoice/order number:

Detailed description of defect:

Suggested method of resolving the complaint:

1. When claiming liability for defects, it is advisable to enclose the proof of purchase of the goods or the invoice, if issued, or other document proving the purchase of the goods.

2. When sending the goods, the buyer is obliged to pack the goods in suitable packaging so as not to damage or destroy them.

Date: _____ **Buyer's signature:**: _____

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(to be filled out by the seller)

Date of receipt of complaint :

Complaint handled by:

Seller's Statement:

Date: _____ **Seller's signature:** _____

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