

Claim Regulations

1. General rules

- Claim Regulations is a document complementing warranty conditions and rules of claiming, established in General Sales Conditions (for Assortment SINFO, spol. s r.o.). Then it adjusts further relations and rules for repairs of goods under the guarantee as well as out of guarantee.
- Claim Regulations respect current legal regulations of the Czech Republic, namely the Civil Code.
- Claim Regulations are applicable for all sales situations unless there are other guarantee conditions specified in the terms of the contract. Thereafter the terms of the contract are superior to Claim Regulations. Mutual agreement is applicable only when it is available in written form and is signed by entitled representatives on side of the Seller and the Buyer to take action.
- Controversy that may arise between the parties, while contractual obligations following the Claim Regulations are fulfilled, shall be sorted out primarily in a friendly manner.

2. Warranty conditions

- The Buyer is entitled to apply guarantee claim only on the goods which show defects, are under guarantee period and were purchased solely by the Buyer at the Seller. The guarantee provided by the Buyer is not transferable and it is applicable solely on the goods which were purchased by the Buyer at the Seller.
- Guarantee shall be applied on the defects of material, functional defects and defects which turn out during manufacturing.
- Guarantee shall not be applied on defects caused by bad manipulation, inexpert or improper use.
- Guarantee shall neither be applied on regular wear of the product/or its parts/ caused by use.
- When a delivery service or a public carrier provide transportation, claim of a product damaged during transportation conforms to the transportation rules of the carrier and relevant regulations of Civil Code or rather Commercial Code.
- Rightful claim to guarantee disappears in these situations:
 - a) loss of the delivery note, invoice, receipt
 - b) mechanical damage of the goods at the Buyer's
 - c) use of the goods in unsuitable conditions, inappropriate temperature, humidity, chemical and mechanical impact
 - d) inappropriate choice of material
 - e) inexpert manipulation or improper care about the product
 - f) goods were damaged by excessive burdening
 - g) goods were damaged by natural powers
 - h) goods are in margin for error – see 'Margin for Error Chart'

- The Seller is not liable for defects which the Buyer had been made aware of when the contract was concluded or with respect to the circumstances which the contract was concluded under he must have known.

3. Method of claiming

- A claim has to be made at the address of the Seller, alternatively through sales representatives.
- When making a claim to goods, the Buyer is under obligation to provide:
 - A/ complete goods
 - B/ a document proving the legitimacy of claim
 - C/ written report with detailed description of the defect
- Legitimacy of claim shall be given by an invoice, delivery note, receipt.
- When the goods are sent through a carrier, the wrapping has to be labelled with a visible notice CLAIM – this measure is essential for prompt identification of the consignment.
- A claim on the goods which are sent to the Seller without the transport expense paid by the Buyer shall not be accepted and shall be sent back at the risk of the Buyer and at his expense.
- A claim is handled entirely in terms of the description of the defect provided by the Buyer.
- A claim made on goods under the guarantee shall be carried out by the Seller namely as a removal of the defect by repair, alternatively replacing a part or a faulty good for a perfect one, under the condition of entire functional compatibility with the original one maintaining equal or better technical specifications. The Seller is justified in making decisions about the method of removing the defect.
- In situations when the Seller is incapable of repairing or replacing the faulty goods, the claim shall be closed by issuing a credit note.
- After processing the claim, the Seller shall invite the Buyer to withdraw the goods, or alternatively shall send the goods back through a carrier at expense and risk of the Buyer.

4. Warranty duration

- The Seller provides the Buyer with the guarantee of 12 months on sold goods.
- Duration of the guarantee period is extended by the exact length of the time when the product is kept in the guarantee repair.
- In situation when a faulty product is replaced by a new one, the Buyer shall receive a copy of the claim report for the replaced goods, and potential claim shall be made on the basis of the original delivery note, invoice, receipt and this claim report.

5. Final clauses

- The document Claim Regulations comes to power on April 1, 2015.
- The Seller holds the power to change the content of Claim Regulations without previous warning.

Version 2.0, with effect from 1.4.2015