

Complaints are – similarly to orders for goods – accepted only in writing. When claiming goods, a description of the claimed product (according to the delivery note), a description of the claimed defect and proof of the order or invoice number based on which the goods were produced or delivered are required. Newly produced claimed goods are re-invoiced (requirement arising from the applicable legislation of the Czech Republic) and, in the case of acknowledgement of the complaint, a credit note shall be made for this invoice. All the goods are subject to all conditions as in the original delivery, including a new warranty. For questions of details, conditions and the course of complaint handling, see the applicable Trachea Complaints Procedure.

We always strive to achieve the high quality and usability of the delivered goods. However, we will not achieve absolute success as mistakes belong to a man. Complaints about goods are governed by the Complaint Procedure, which is attached to the documents with the delivered goods. If it is not possible to apply the rules of the Complaints Procedure, this is handled in accordance with the Commercial Code. In any case, Trachea strives to handle complaints in a correct manner and to the customer's satisfaction.

By concluding a contract, under Section II. of the GTC, the Client and the Contractor have demonstrably agreed that the Client accepts the following differences from the provisions of the relevant technical standards, and thus the usual characteristics, declared by these technical standards. These different characteristics do not conflict with the safe use of the products and only have the character of a design different from the usual characteristics due to the materials used or resulting from the possible technological availability. The decision on complaint justification is based on the technical and production standards of Trachea, a.s., developed on the basis of valid recommended technical standards (Act No. 22/1997 Coll.).

The appearance, shade and quality of the product surface are assessed at an angle of 0--90° from a distance of 250–750 mm under normal lighting as "C" surfaces according to CSN 91 0272. The edges are assessed in the same way as the "E" surfaces according to CSN 91 0272. The occurrence of small defects in the area is allowed up to the degree of evaluation of the amount  $m = 1$ , size  $g = 1$  (rare occurrence of defects that do not disturb the overall appearance, invisible to the naked eye) according to the evaluation as specified in CSN 91 0272 and CSN 91 0102.

The occurrence of "orange peel" and the copying of the substrate on the side surface (hereinafter, the edges) of the foil-wrapped door (defects on the edges) are not a manifestation and prerequisite for the possibility of delamination, but a technological necessity given by the nature of the materials used. Copying the substrate in the form of a visible groove, caused by adhesive clump on the fibres of the central, less dense base MDF board at the edges is a necessary manifestation of the technology used and cannot be considered to be a defect or a presumption of delamination, especially in combination with a matte or glossy UNI foil. However, changes in flatness caused by the tool at the edge are not permitted.

The occurrence of defects at the edges is allowed up to the degree of evaluation of the amount  $m = 3$ , size  $g = 3$ , (clearly visible, largest dimension of 0.5 to 1 mm, occurrence of a defect with low surface fill-ability), a single occurrence of the size  $g = 5$  is permissible in the frequency of a maximum of 5 pieces per 1 m of edge (largest dimension 10 mm, area 78.5 mm<sup>2</sup> of single defect). Differences in colour, decor, gloss, etc. for "C" surfaces are not permitted. The change in colour shade at the surface-edge transition is caused by the use of stretch foil and cannot be avoided, especially for UNI colours, and, therefore, cannot be considered to be a defect.

Differences in colour in the additional patina surface finish are caused by the exposure to UV radiation over time. This is a natural characteristic of these materials despite the use of UV filters. The occurrence of colour instability is a part of this surface finish. Therefore, the resulting colour differences cannot be claimed and, in the case of possible reordering, it is necessary to discuss the colour nature of the required patina surface finish in advance (individual agreement with the Contractor). Any discrepancies between the colour nature of the samples at suppliers, the colour nature of the newly delivered goods and the time-varying original delivery cannot be recognized as a defect, unless an agreement on the colour nature of the product has been concluded with the Contractor.

All goods that are returned for complaint must be properly cleaned of all dirt, food residues, etc., otherwise they will not be taken over. A fee will be charged for any cleaning and final cleaning of the goods according to the current price list.

#### **Warranty Period**

Trachea, a.s., provides a warranty period of 24 months from the receipt of the goods by a customer for all products, extended for the foil-wrapped doors T.classic – 7 years from the receipt of the goods by a client for hidden defects, wherein a hidden defect means delamination of the foil, and for the acrylic door T.acrylic – 5 years for peeling off the edge.

**Warning:** *Technical Conditions – Organizational Handbooks and the Complaints Procedure are an integral part of the General Terms and Conditions, hereinafter referred to as the GTC. The Contracting Parties may amend, exclude or supplement certain provisions of these GTC only by written agreement of both Contracting Parties, while the other provisions of the GTC remain in force for the Contracting Parties.*