5. COMPLAINTS 13

Complaints, like product orders, are only accepted in writing. When submitting a complaint, it is required to provide a description of the product being complained about (according to the delivery note), a description of the defect, and proof of the order or invoice number based on which the product was manufactured or delivered. Newly manufactured products subject to complaints are invoiced again (a requirement arising from the applicable laws of the Czech Republic), and if the complaint is recognized, a credit note is issued for the invoice. All conditions, including a new warranty, apply to these products as with the original delivery. For inquiries about details, conditions, and the process of complaints, please refer to the valid Complaint Rules of Trachea.

We always strive to achieve high quality and utility of the delivered products. Absolute success, however, cannot be achieved as errors are part of human nature. Product complaints are governed by the Complaint Rules, which are attached to the documents delivered with the goods. If it is not possible to apply the rules of the Complaint Rules, the process is governed by the Commercial Code. Trachea, a.s. always strives to handle complaints in a correct manner and to the satisfaction of the customer.

By concluding the contract in accordance with point II. of the General Terms and Conditions (VOP), the client and the contractor have demonstrably agreed that the client accepts the following deviations from the provisions of the relevant technical standards, and thus the properties customary and declared by these technical standards. These differing properties are not contrary to the safe use of the goods and only represent a variation in execution from customary properties due to the materials used or the possible technological attainability. The justification of a complaint is determined based on the technical and manufacturing standards of Trachea, a.s., developed based on 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 surfaces "C" according to ČSN 91 0272. Edges are assessed in the same way as surfaces "E" according to ČSN 91 0272. The presence of minor defects on the surface is allowed up to the assessment level of quantity m = 1, size g = 1 (occasional defects that do not affect the overall appearance and are invisible to the naked eye) according to the evaluation of ČSN 91 0272 and ČSN 91 0102.

The occurrence of "orange peel" and substrate imprinting on the side surface (edges) of foil-coated doors (defects on edges) is not a sign or prerequisite for delamination but a technological necessity due to the nature of the materials used. Substrate imprinting in the form of visible grooves caused by clusters of adhesive on the fibers of the medium-density fiberboard (MDF) on the edges is a necessary manifestation of the technology used and cannot, especially in combination with matte or glossy UNI foil, be considered a defect or a prerequisite for delamination. Changes in flatness caused by tools on the edges are, however, not permissible.

The occurrence of defects on edges is allowed up to the assessment level of quantity m = 3, size g = 3 (clearly visible, with the largest dimension being 0.5-1 mm, occurrence of defects with low surface coverage), with an occasional occurrence of size g = 5 allowed at a frequency of max. 5 per 1 m of edge (largest dimension 10 mm, area 78.5 mm^2 of one defect). Differences in color, decor, gloss, etc., for surfaces "C" are not permissible.Color shade changes at the transition between the surface and the edge are caused by the use of pulling foil and cannot, especially in the case of UNI colors, be prevented and thus are not considered a defect.

Color differences in post-processing patina are caused by the influence of UV radiation exposure over time. This is a natural property of the materials used despite the use of UV filters. Color instability is part of this processing. Therefore, such color differences cannot be claimed as defects, and in case of additional orders, the color nature of the required patina processing must be agreed upon in advance (individual agreement with the contractor). Any discrepancies between the color nature of supplier samples, the color nature of newly delivered products, and the time-differentiated original delivery cannot be recognized as defects unless an agreement on the color nature of the products has been made with the contractor.

All goods returned for complaints must be properly cleaned of all dirt, food residues, etc., otherwise, they will not be accepted. A fee will be charged for cleaning and further 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 the client for all products, extended to 7 years for T.classic foil-coated doors for hidden defects (hidden defects mean foil delamination) and 5 years for T.acrylic acrylic doors for edge peeling.

Note: The Technical Conditions – Organizational Manuals and Complaint Rules are an integral part of the General Terms and Conditions (VOP). The contractual parties may amend, exclude, or supplement some provisions of these VOP only by written agreement of both parties, with the remaining provisions of the VOP remaining valid for the parties.