

RULES OF COMPLAINTS AND WARRANTY TERMS OF SWS A. S.

Complaints and warranty conditions of SWS a.s. supplement the Business Cooperation Contract concluded between the Partner and SWS a.s. (hereinafter referred to as SWS), stipulate the procedure and the prerequisites for claiming liability for defects and warranty conditions of purchased goods and licences (hereinafter referred to as goods) between both parties.

I. TAKEOVER AND INSPECTION OF GOODS

- 1.1. The Partner is obliged to inspect the goods delivered by SWS immediately after receiving the goods from SWS or from the carrier. If the goods are delivered by a carrier, the Partner is obliged to check the information stated in the consignment note when receiving the goods before signing the summary list.
- 1.2. If the data does not correspond to reality, the original packaging is not intact or otherwise damaged (cardboard box for parcels, stretch foil for pallet parcels) or original tape, or the quantity of parcels on the pallet does not match, the Partner is obliged to state this fact in the carrier's consignment note and to execute a damage report with the carrier, or, as the case may be, to refuse to accept the shipment as a whole. The Partner is obliged to send a report on defects (damage to the consignment) to SWS within 2 days.
- 1.3. The same obligation applies to the Partner for checking the material content of the shipment. In the event of any visible damage or incompleteness of the consignment identified after the takeover thereof, the Partner is obliged to report this fact to SWS and to the carrier immediately, no later than within three days after the goods takeover, and the carrier can check the probable cause of damage with the Partner or, where appropriate, draw up an additional damage record.
- 1.4. If the Partner fails to inspect the goods or otherwise ensure that the goods are inspected upon receipt, the Partner may only claim defects identifiable upon such inspection if the Partner proves that the defects existed already at the time of receipt. Without undue delay, the Partner is obliged to file a complaint with SWS about defects that existed at the time of takeover of the goods, but only manifested themselves later, after they could be detected when exerting professional care during the inspection which the Partner was obliged to carry out according to item 1.1.
- 1.5. Upon receipt of the goods and their inspection, the Partner is obliged to check the serial numbers of the goods (products) and the numbers stated on the warranty certificate, and if it finds any difference, to contact SWS within 3 business days, which shall ensure elimination of the occurred difference and send a new warranty certificate. In the case of failure to observe this procedure and the deadline, unless otherwise agreed in writing, the serial numbers of the products stated on the delivery note and warranty certificate shall apply.

2. RIGHTS ARISING OUT OF DEFECTIVE PERFORMANCE (HEREINAFTER REFERRED TO AS COMPLAINT)

- 2.1. The Partner may file a complaint of defective goods online via SWS website, by e-mail, fax, or in person. When filing claim to return the goods via website, the Partner shall follow the conditions specified on such website. If the Partner files a complaint via e-mail or fax, the Partner shall include information about the defective product, invoice number, product code, serial number and description of the defect in the request for the return of goods. Based on the sent request for the return of goods, a complaint reference number is sent to the Partner by e-mail. The Partner can print out the identification number of the Returned Merchandise Authorisation ("RMA") from the website. The Partner shall remove from the system any incompletely filled in application of SWS.

- 2.2. In the written notice of defects (complaint), it is necessary to describe the identified defects, i.e. the Partner must state what defects are in question and how they manifest themselves.
- 2.3. The partner has the possibility to claim the goods in person at the Complaints Department of SWS at the address: Březová 156, 763 15 Slušovice (SWS premises) or at SWS branch, Uhříněveská 1227, 100 00 Prague 10 – Strašnice. The business hours of the Complaints Department are provided on SWS website. The Partner is obliged to submit the following documents with the complaint: a copy of the tax document (hereinafter referred to as invoice), the delivery note, a certificate confirming previous service repairs and the original warranty certificate from the manufacturer (if the package includes one). Only the Partner is entitled to file a complaint and exercise the rights resulting therefrom, which cannot be transferred to a third party.
- 2.4. The aforementioned complaint rules equally apply both to claiming the liability for defects of the delivered goods, for which SWS is responsible under the statutory liability, and for claiming defects of goods, for which SWS has provided a warranty.
- 2.5. Rights from defective performance for which SWS is liable under the statutory liability must be exercised by the Partner no later than by the end of the period stipulated under the legal liability, and if defects in goods are claimed for which SWS has provided a warranty, the complaint must be filed, including delivery of the claimed goods, by the end of the warranty period.
- 2.6. The complaint procedure starts on the day of taking over the goods by SWS or service centre, provided the conditions under items 2.3.-2.5. are met.
- 2.7. The Partner is obliged to file a complaint concerning the products for which the authorised maintenance service is provided in the Czech Republic directly in the authorised service centres. The complaint is then processed according to the conditions of the manufacturer's service centre and in accordance with the applicable law. If the goods delivered to the SWS Partner include the original warranty certificate of the manufacturer or distributor of the goods, the Partner shall be obliged to respect the instructions indicated in the warranty certificate of the goods. For the goods subject to repair at the service centre it is not possible to file a claim through SWS website. The Partner is redirected to the website directly to the appropriate service centre, or has the opportunity to contact the complaint department via e-mail. If the authorised service centre informs the Partner that the defect is irremovable, the Partner shall finally resolve the complaint with SWS in accordance with the procedure described under items 2.1. and 3.1.

3. SENDING GOODS TO SWS COMPLAINTS DEPARTMENT

- 3.1. When sending the defective goods to SWS, the Partner is required to:
 - a) Visibly mark the package with the assigned RMA number, and wrap it properly to prevent possible damage. The RMA number can be printed from the website when submitting a returned goods request. If the Partner sends the goods without an assigned RMA number as part of the complaint procedure, SWS may return the goods to the buyer at the latter's expense.
 - b) If the Partner sends more than one defective product in a package, the Partner must also enclose a list of all the products sent; the so-called summary list. If the Partner does not attach the summary list, the differences in the contents of the shipment CANNOT be claimed later on.
 - c) Include a printed RMA document, which the Partner prints after creating a complaint request on the website.
 - d) Sending the goods with all the original accessories may speed up the processing of the complaint, where delays may be caused by the requirement of the authorised servicing provider or the manufacturer to deliver the accessories in case of non-repairability and the issuance of a credit note.
 - e) Include the original manufacturer's warranty certificate, if included in the packaging. In the event of repeated complaints, also submit documents of previous warranty repairs carried out at service centres.
 - g) Send the goods with original labels (serial numbers, warranty stickers, etc.), which must not be damaged or removed.
 - h) Make sure to provide components sensitive to electrostatic discharge with antistatic packaging.

- i) Remove protective stickers, foils, cover glasses, other non-original accessories, etc. from the device before sending it in as part of a complaint procedure. If it is necessary to remove them as part of a diagnosis or servicing and they become damaged as a result, the service centre will not replace them and they will not have to be returned to the sender; similarly, SWS does not assume any obligation to replace or otherwise compensate for them.
- j) If the device is password protected or logged in to a user account, remove it or attach the login details to the complaint. If the device is blocked, the period for processing the complaint may be extended by the time it takes for the login data to be provided.
- 3.2. The Partner shall send the goods for complaint using a carrier, or deliver them in person to SWS at the Partner's own expense. SWS shall send the repaired or replaced goods to the Partner at SWS' own expense.
- 3.3. Period of validity of the complaint number. If the claimed goods are not delivered to SWS with the assigned complaint number within 14 days after it is issued, the received complaint shall be terminated without any substantive settlement (the original complaint number will be removed from records after that period of time). For further resolution procedure, a new complaint number must be applied for. In the event of duly agreed returns of goods (not concerning claimed goods), the period of time for the delivery thereof to SWS from the date of the RMA assignment is reduced to 5 business days. This is without prejudice to the provisions of item 2 (2.5.).

4. HANDLING OF COMPLAINTS

- 4.1. Complaints of goods under warranty are primarily dealt with by repair; if no repair is possible, by exchange for goods of the same parameters. If this is no longer possible or economical for the speed of innovations, then by exchange for goods of better parameters. If it is not possible to repair or replace the claimed goods and the Partner has validly withdrawn from the purchase contract, SWS shall issue a correcting invoice to the Partner in the amount equal to the current sale price of the equivalent product or a product, which is a fully-fledged substitution of the claimed product for the Partner, exclusive of VAT.
- 4.2. SWS shall endeavour to settle all complaints in the manner described in paragraph 4.1 within 30 days of the commencement of the complaint procedure and the physical handover of the defective goods to SWS or the service centre concerned. SWS may extend the aforementioned time limit (e.g., where they need to ship the goods to a manufacturer abroad, a longer testing period at the supplier is required, access passwords or login data preventing the necessary handling of the equipment need to be requested, etc.). The day of settlement is the day when the repaired or replaced goods are handed over to the buyer.
- 4.3. The parties have arranged the possibility to require from the Partner compensation for costs spent in dealing with an unjustified complaint (i.e. in particular the costs charged by the supplier's service centre to SWS, the handling and transport costs) in the minimum amount of CZK 200 if:
- The goods are sent for complaint without an assigned RMA;
 - The described defect fails to materialise in testing, and the goods are found fully functional;
 - The warranty for the goods has already expired;
 - The defect was caused by inappropriate handling of the goods (see item 6).

5. WARRANTY PERIOD

- 5.1. The warranty period shall begin on the date the goods are delivered.
- 5.2. The length and scope of warranties provided by SWS is based on the length and scope of the warranties provided by the manufacturer for its products.
- 5.3. The duration of the warranty period for individual products is announced on the SWS website and indicated in the delivery note and warranty certificate.

- 5.4. For some goods it is possible to purchase an extension of the warranty period, whereby the content and conditions are governed by a contractual agreement on the warranty extension.
- 5.5. The warranty period for the goods repaired or exchanged in the complaint procedure shall expire according to the warranty period of the original goods, while the period from filing of a proper complaint until its settlement is not included in this period. The original warranty period and its termination shall also apply to cases where the complaint procedure was settled by exchange for the goods with a different serial number.

6. ENTITLEMENT EXPIRY

- 6.1. Under no circumstances shall SWS be liable for improper selection of goods by the Partner or for any damage to the product caused by unauthorised interference by the Partner, for defects caused by: use of unauthorised software and use of unoriginal consumables, computer viruses, use of goods under working conditions which do not correspond to the office environment in terms of temperature, dustiness, moisture, chemical and mechanical effects, by excessive loading of the goods or using the goods in a manner that is in conflict with documentation or general principles, unprofessional installation, unprofessional operation or neglected care for the goods by connecting them in the mains not complying with the applicable ČSN. The warranty shall also expire in the event of breaking of the warranty seal or removal of the original serial and product code stickers.
- 6.2. For the goods of a software nature, the warranty applies exclusively to the physical illegibility of the media or damaged media, or damaged documentation (manuals). Once the protective means (adjustment foil, seal, etc.) are removed or upon providing the activation key in writing or electronically, the user (Partner) becomes an authorised licence user of the product, and the licence can no longer be returned to SWS.
- 6.3. SWS assumes no liability for any damage resulting from operation of the product or its incompatibility with other products, as well as for damage caused by external events and mishandling. Defects of such origin are not covered by the warranty.
- 6.4. Data devaluation responsibility
Upon acceptance of the equipment for repair, it is assumed that the Partner or its customer has the data backed up. SWS shall not be held liable for any loss, damage or misuse of the data stored on the product's recording media. Prior to handing over the goods for repair, the Partner is obliged to arrange for an adequate backup of the necessary data and prevent possible misuse or damage thereof. Exercise of rights from liability for defects after the warranty period expires.
- 6.5. SWS may accept a claim even after the warranty period has expired. The Partner is informed in writing (by letter, e-mail, fax) about the estimated price of the repair. By accepting the price of the repair in writing, the Partner undertakes to pay the invoice for the repair of the goods. The invoice for the repair of goods after the warranty period is enforceable under the same conditions as any other business obligation before the agreed Arbitration Court under the Business Cooperation Contract.

7. FINAL PROVISIONS

- 7.1. The provisions of the applicable legal regulations, in particular the Civil Code, as amended, shall apply to other matters not regulated herein.