

Title: COMPLAINTS HANDLING PROCEDURE

4-00593

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Appendix to the Sales Contract

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The Complaints Handling Procedure is used to ensure uniform proceedings for the application and settlement of complaints for production defects (cements, cement for masonry and plastering – UNIMALT 14, SOMS – dry plaster and mortar mixtures), hereinafter referred to as the “goods”, manufactured by Cement Hranice, akciová společnost, hereinafter referred to as “the Company”, to be placed on the market and intended for sale.

1. Properties of the Goods and Shelf Life

1.1 The goods are sold in accordance with and in compliance with the relevant binding technical standards and other contractual terms stipulated in the Sales Contract.

1.2 The goods retain their normal properties for at least the useful shelf life. See Table No. 1 and No. 2.

Table No. 1: Bulk Cements

Type of Product (type, class)	Standard	Shelf Life from the Date of Production <small>see.1.5</small>
CEM I 52,5R	EN 197-1	4 months
CEM I 42,5 R		
CEM I 42,5 R (na)		
CEM II/A-LL 42,5 R	EN 197-1	
CEM II/B-M (S-LL) 42,5 N		
CEM III/A 42,5 N		

Table No. 2: Packaged Goods

Trade Name (type, class, category)	Type of Product	Standard	Shelf Life from the Date of Production <small>see.1.5</small>
TOPCEMENT	CEM I 52,5R	EN 197-1	4 months
SUPERCEMENT	CEM I 42,5 R		
UNICEMENT	CEM II/B-LL 32,5 R		
UNIMALT 14	MC 12,5	EN 413-1	4 months
Unimalt OJR 12	GP - CS II - W0	EN 998-1	9 months
Unimalt OSR 15	GP - CS II - W0		
Unimalt ZMR 11	M 10	EN 998-2	9 months
Unilep S 39	M 10		6 months
Unilep S 19	C1 T	EN 12004-1	6 months
Unilep S 29	C1 TE		
Unilep S 59	C2 TE S1		
Unimalt BP 16	CT-C25-F5-B0,2	EN 13813	9 months
Unimalt SPS 56	CT-C25-F5-B1		6 months
Unimalt SB 26	C 25 / 30	PNF HC 03/2011	9 months
Unilep S 69	ETICS adhesive and putty knife	EAD 040083-00-0404	6 months

Note: After the shelf life, the goods may only be used if they have been tested and fully complied with the requirements of the relevant quality standard.

- 1.3 The stated shelf life is valid on condition that the goods are stored in a dry environment and protected from the effects of water and high relative humidity (not exceeding 75%). Next, the packaged goods must also comply with the conditions for storage listed on the bag and goods must be stored according to the relevant product standards specified in tab no.2.. Measures to ensure and protect the quality of products during storage in the manufacturer's warehouses are specified by internal controlled documents within the quality assurance system.
- 1.4 The maximum permissible weight deviation of one weighable unit (i.e. one bag, one tanker, one Uacs etc.) is $\pm 2\%$ of the declared weight.
- 1.5 The date of manufacture for packaged goods is the date printed on the side of the bag. In the case of bulk cements, this means the date of dispatch, which is indicated on the delivery note or consignment note.

2. Exercise of Rights from Defective Performance and Complaint Proceedings

- 2.1 The Company is liable for defects that the sold goods have at the time of receipt by the Buyer, and for defects that occur during their useful shelf life.
- 2.2 The Buyer is obliged to claim obvious defects (damage to packaging, quantity differences, weight differences, etc.) immediately upon delivery/takeover.
- 2.3 Minor inessential defects do not entitle the Buyer to refuse to take over the goods or not to pay the agreed purchase price.
- 2.4 The Company is not liable for defects in goods caused by transport arranged by the Buyer.
- 2.5 The Company is not responsible for defects of goods caused by improper handling and improper use of goods.
- 2.6 The Buyer is obliged to report the discovered defects of the goods to the Company in writing without undue delay. The notice report must describe the defect precisely, specifying the claims and attaching appropriate evidence (e.g. sales contract, delivery note, etc.) that enable the Company to verify the legitimacy of the claim.
- 2.7 The Buyer is obliged to allow the Company representatives to inspect the claimed goods with the possibility of sampling and keep these goods separately until the complaint is settled so that the goods are not further damaged.
- 2.8 The Company is obliged to inspect the goods no later than five working days after receiving the notification of the complaint.
- 2.9 The recipient of the consignment may also claim defects on goods caused by transport by rail in compliance with the principles of this Complaints Handling Procedure.
- 2.10 The complaint, including eventual removal of the defect, shall be settled by the Company within 30 days from the date of complaint, unless agreed otherwise with the Buyer.

3. Rights from Defective Performance

- 3.1 In the case of defects whose consequences constitute a material breach of contract, the Buyer has the right to:
 - a) demand the removal of defects by supplying replacement goods for the defective goods or delivery of the missing goods;
 - b) require an adequate discount from the purchase price;
 - c) withdraw from the contract with a restriction pursuant to the provisions of Section 2111 of the Civil Code.
- 3.2 In the event of a defect that does not reduce the utility value of the goods for the intended use (failure to deliver the required or declared quantity, etc.), the Buyer may require the following:
 - a) delivery of missing goods;
 - b) an adequate discount from the purchase price.
- 3.3 The Buyer shall have the choice from the options only if it specifies it to the Seller in a timely sent notification report of defects. The already exercised claim cannot be changed by the Buyer without the Seller's consent.
- 3.4 The Buyer is not entitled to apply the discount from the purchase price by not paying the delivery of the goods or part thereof or by failing to pay any other obligation to the Company.
- 3.5 If the Buyer requests the quality inspection of goods with defects to be verified by an independent professional institute, the Buyer shall pay the costs associated therewith (sampling, testing, etc.). Should these tests prove that the goods are defective, these costs shall be borne by the Company.
- 3.6 The Buyer shall bear the costs related to the return of the goods with alleged defects and other costs related to the complaint procedure if the complaint is found to be unfounded.

V Hranice, on 1st January 2024

Cement Hranice, akciová společnost
Aleš Šturala
Sales Director

