

1/1 Last updated: October 1, 2014

CLAIM TERMS AND CONDITIONS

Effective since 1 October 2014

1. Basic Provisions

These Claim Terms and Conditions contain information on the conditions, scope and manner of exercise of the rights from liability for defects in products delivered to the Buyer by the company Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division

- 1.1. As a claim procedure are considered proceedings of a claim of defects of the delivered goods.
- 1.2. The Seller is Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division, seated in Počernická 272/96, 108 03 Praha 10, IČ:25029673, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 9601.
- 1.3. The Buyer is a person who has entered into a contractual relationship with the seller to purchase goods or services.

2. Warranty Period

- 2.1. The length of guarantee period is determined by the General Sales and Delivery Conditions for the sale of goods and services by Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division (hereinafter referred to as "VODP"). For goods, for which the Buyer has paid the Seller in full amount the entire purchase price, the Seller provides quality guarantee in length that ends no later than 24 months from receiving the goods by the Buyer, and if the Buyer is in delay in taking over the goods from the date on which the goods are prepared for handover by the Buyer.
- 2.2. The warranty period starts from the day when the entire payment of the purchase price for the goods was paid to the Seller. If the full purchase price for the goods was paid by the Buyer in advance or upon receiving the goods, the warranty period starts from delivery of the goods to the Buyer or from the date when the goods were prepared for dispatch and the reasons for the delay in the takeover were on the Buyer's side. Defects, occurring on the goods when the entire purchase price of the goods has not been paid to the Seller's account, shall not be covered by warranty.

3. Conditions for Exercise of the Rights from Liability for Defects

- 3.1. A claim for defective goods (hereinafter referred to as "complaint") shall be submitted by the Buyer in writing to the delivery address of the company's supplying plant (see below) by the means of a post notification or electronically with simultaneous delivery of the claimed product.
- 3.2. In case the claimed goods cannot be submitted due to their incorporation into other product or for any other reason, the Buyer shall send a photodocumentation of the product, from which it will be possible to identify clearly and demonstrably the product, determine the fault and derive its cause. In the notice of claim defects, the Buyer shall provide the place of the installation and with the owner of this place (relevant real estate) provide entry or access to the claimed goods on the date and within the term requested by the Seller. The Buyer is obliged to provide the necessary assistance to the Seller to determine the status of the product.
- 3.3. Complaints must be applied:
 - 3.3.1 for obvious defects (such as discrepancies of the amount, mechanical damage e.g. cracks, breaks of glass, edge damage, outdoor scratches, etc.) during the inspection of the delivered goods, which the Buyer is obliged to perform upon receipt of the goods and to indicate the possible defect in the delivery note.
 - 3.3.2 for hidden defects or those occurring during the warranty period without undue delay, no later than 15 days after the Buyer discovers the defect.
 - 3.3.3 for recognizable defects (dimensional discrepancies, disagreements in composition, colour differences, etc.) during the warranty period without undue delay, no later than 15 days after the Buyer discovers the defect, but always prior to subsequent processing or installation of the goods.
- 3.4. If the buyer fails to inspect the goods or to arrange such an inspection at the time of transferring the risk of damage to goods, the claim from liability for obvious and recognizable defects cannot be accepted by the Seller as eligible.
- 3.5. The Seller is not responsible for such defects in goods, which were or must have been known to the Buyer at the usual attention or may have been detectable at the time of transferring the risk of damage to goods or after this transition on the goods has occurred:
 - 3.5.1 a change in its natural physical, chemical and other objective natural properties, which there were at the time of production, nor changes that occur in the future by natural physical and chemical processes,
 - 3.5.2 changes to some of the components, during their mutual movement due to their technical construction, which have their origin in different hardness of these components,
 - 3.5.3 due to improper storage, handling and assembling after delivery,
 - 3.5.4 damage that occurred after transferring the risk of damage to goods to the Buyer by external events, or
 - 3.5.5 in cases excluded on grounds of specific properties of glass products (e.g. the influence of heat shock, nickel sulphide effect with toughened glass, etc.).

4. Claim Procedure

- 4.1. The notice of complaint must contain the following information:
 - commercial name of the Buyer or the name and surname of the natural person,
 - unambiguous and concise description of the defect,
 - the Seller's order number (indicated on the label), the number of the Buyer's order or the number of the delivery note or invoice, with the number of the defected item,
 - the place where the product is located (if it cannot be returned for assessment),
 - contact person for negotiation,
 - date, name and surname of the person sending the complaint
- 4.2. The decision on eligibility of the claim of responsibility for defects is on the Seller. When granting a compensatory fulfilment, a confirmation is sent to the Buyer; the Seller shall proceed similarly to the case of a new order. In case of recognition of the Buyer's claim eligibility, the invoiced costs are paid to the Buyer in full amount of the claimed product in the form of a credit note. Other claims for compensation are excluded. In the event that the Seller does not recognize the legitimacy of the Buyer's claim, the claim of the complaint is considered to be a new order. On the date of informing the Buyer by the Seller on non-recognition of the Buyer's claim of responsibility for defects leads to confirmation of a new order and the Seller is entitled to receive the payment for the replacement goods. In case of a minor breach of contract, the Buyer is not entitled to a new product but the Seller may provide a reasonable discount or withdraw from the agreement.
- 4.3. To accelerate the progress of the complaint procedure and to review the legitimacy of the claim, the Buyer is obliged to send the complaint to the Seller as soon as possible after dispatching the written complaint. In case this is not possible for justified reasons (installation of goods into buildings etc.), the Buyer must inform on this and negotiate with the Seller to verify the status on the site.
- 4.4. The time stipulated to the settlement of the claim, while respecting the above conditions, is 30 calendar days and begins to run after delivery of the claimed goods to the Seller or after examining the goods on the spot by the Seller. In case the claimed goods will not be returned to the Seller for examination by the end of the following month since the written claim, the complaint will be considered ineligible, unless the parties agree otherwise in writing.
- 4.5. The Seller may waive the requirement for returning the claimed goods in the event that the Buyer produces photo-documentation, from which can be clearly and demonstrably identified the product, determined its fault and derived its cause. The Seller reserves the right to decide on the acceptance of the photographs and shall inform the Buyer on their decision within 5 working days since the receipt.
- 4.6. The claimed goods sent by the Buyer must be properly marked as CLAIM, with the properly identified claimed defect and included the original description (label) and must contain the following information:
 - company name or name and surname of the Buyer,
 - the Seller's order number and the item numberThis information must be provided on the claimed product so that even in bad weather conditions they were prevented from being damaged, and illegible. We recommend a permanent marker or sticker. A delivery note has to be issued by the Buyer for the sent claimed product, which will be confirmed by the Seller upon receipt of the goods. If the goods are not marked in the manner specified in paragraph 4.3, the Seller has the right to refuse the claimed goods.
- 4.7. For customers who have concluded with the seller a framework purchase agreement, the claimed products are entered into production immediately after receiving the complaint and subsequently invoiced to the Buyer as a substitute fulfilment. In case of recognition of the legitimacy of the Buyer's claim arising from the complaint procedure, the invoiced costs of the claimed value of the product are paid to the Buyer in full amount – in the form of a credit note for the original product. Other entitlements of the buyer for compensation for damage are excluded.
- 4.8. The Seller shall decide on the claim within the time specified in paragraph 4.2; unless they have agreed with the Buyer in writing on another deadline. This time does not include the time required for expert assessment of the defect according to the product or service.
- 4.9. The Seller's decision to reject the Buyer's claim will be notified in writing (by post or via electronic means).
- 4.10. After completing the rejected complaint procedure, the Buyer is obliged to collect the claimed goods in the place where the claimed goods were delivered within 5 working days. If the Buyer fails to collect the claimed goods even within an additional period of 5 working days, the Seller may provide its ecological disposal, of which the Buyer hereby gives consent.
- 4.11. If the Seller does not recognize the rights of defective goods and if it is not granted to the Buyer even by a final court decision, the Buyer is not entitled to reimbursement of costs for substitute fulfilment and the Seller is entitled to charge the costs associated with the assessment of the claim or other expenses (tests by independent testing institutes, travel costs, etc.).

5. Final Provisions

- 5.1. Assessing the legitimacy of the claim is based on the current wording of the Civil Code no. 89/2012 Coll., applicable standards-setting technical requirements of goods (ČSN-EN) and documents of the Seller (e.g. VODP; Tolerance Book; Basic instructions for transportation, handling and storage of glass; Basic instructions for installation of glass and other related valid documents).
- 5.2. These Claim Terms and Conditions come into effect upon the signature of the legal representative of the Seller and into force on 1 October 2014. Any previously issued Claim Terms and Conditions become void on this date.
- 5.3. Other conditions of warranty and the rights and duties from liability for defects follow the valid VODP of the Seller.

Contacts for claims departments:

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