

Warranty Claim Guidelines for B2B

The Warranty Claim Guidelines for B2C (hereinafter referred to as the “**Warranty Claim Guidelines**”) regulate the manner and the conditions of warranty claims for defective goods or services purchased by an entrepreneur or a company through the online shop 1stplugins from our company

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1. Liability of the seller for defective performance

1.1. The seller is liable that the **goods or services** (together also referred to as the “**subject of performance**”) **have no defects as of the moment of its takeover/receiving**. This means that the subject of performance:

- has characteristics and quality, which have been negotiated between the Parties, or determined according to an agreed sample or model, or which is appropriate for the purpose evident from the contract; or otherwise for the usual purpose; and
- does not have any legal defects, i.e. no third person has property rights to the subject of performance and the subject of performance is fitted with all documents necessary for proper use.

The situation where the seller provides the buyer with other performance than which has been negotiated between the Parties is also considered defect.

In case of services, the seller is also liable that the service is provided for the period stated or negotiated.

1.2. The seller might provide a quality guarantee for the subject of performance. In such case, the quality guarantee is governed by the conditions set out on the website or in the licensing conditions.

1.3. Services provided can be claimed in the course of their provision. The latent defects of the goods and services shall be claimed without undue delay from the moment of their discovery. At the latest, defects may be claimed within six months from the moment the services were received/goods was taken over.

2. Rights of the buyer from defective performance

2.1. Rights of the buyer from defective performance are governed by the relevant legislation, in particular by the provisions of Sections 1914 to 1925 of the Civil Code.

2.2. If a defective performance constitutes a **fundamental breach of contract**, the buyer has the right to:

- a) have the defect removed by having a new defect-free thing or a missing thing supplied;
 - b) the removal of the defect thing by having the thing repaired;
 - c) the removal of the defect service by receiving defect-free service;
 - d) a reasonable reduction of the purchase price, or
 - e) withdraw from the contract.
- 2.3. If a defective performance constitutes a **non-fundamental breach of contract**, the buyer has the right to:
- a) have the defects removed; or
 - b) a reasonable reduction of the purchase price.
- 2.4. The buyer is obligated to inform the seller about the right chosen when notifying the claim, or otherwise the right will be chosen by the seller. The choice made cannot be change without the consent of the seller.
- 2.5. If the buyer considers that the defect constitutes a fundamental breach of contract, they are obligated to demonstrate that to the seller.
- 2.6. The buyer notes that until they assert the right to a reduction of the purchase price or to withdraw from the contract, the seller may supply the missing goods or remove a legal defect (particularly by supplying missing documents).
- 2.7. In case of defective goods, the buyer may not withdraw from a contract or demand the supply of a new tangible medium if they cannot return the tangible medium in the same condition in which they received it. This does not apply if:
- a) there has been a change in its condition as a result of inspection to discover a defect of the tangible medium,
 - b) they used the tangible medium before the discovery of a defect,
 - c) they did not cause the impossibility to return the tangible medium in the same condition by an act or omission, or
 - d) they sold the tangible medium before the discovery of the defect.

3. Impossibility to exercise the rights from defective performance

- 3.1. The buyer does not have the rights from the defective performance if:
- they have had the knowledge of the defect prior taking over the goods/receiving the service; or
 - they have caused the defect by themselves (in particular by breaching the General Terms and Conditions for B2B or the instructions of the seller).
- 3.2. If the buyer insists on the provision of a service using an unsuitable instruction given by the buyer, they do not have the rights arising from a defective service caused by the unsuitable instruction.

4. The procedure for the warranty claim

- 4.1. The buyer is obligated to assert the warranty claim with the seller without undue delay from finding out of the defect at the place of business of the seller.
- 4.2. The binding procedure for the warranty claim:
- for faster processing, the buyer can contact the seller in advance by telephone, e-mail or by writing;
 - the buyer must inform the seller about the chosen right from the defective performance and describe the defect;
 - the buyer shall deliver the claimed tangible medium (other than by the way of cash on delivery, which the seller is not taking over) to the seller. When sending the medium, the buyer must wrap it in the suitable packaging to avoid damage or destruction;
 - **the buyer must attach a receipt or tax document - invoice if it has been issued, or other document evidencing the purchase of the goods or services, together with a description of the defect and a proposal of a manner dealing with the claims.**
- 4.3. The moment of asserting the warranty claim is the moment when the seller was notified of the occurrence of the defects and the right from warranty was claimed.
- 4.4. **In accordance with the Civil Code the buyer is also entitled to reimbursement of the costs reasonably incurred in asserting the warranty claim. The buyer must assert this right within one month after the time limit for claiming the defect has expired.**

The Warranty Claim Guidelines are valid and effective as of August 1, 2017.