

## Warranty Claim Guidelines for B2C

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 a consumer through the online shop 1stplugins from our company

1stplugins s.r.o., with registered office at Lamačova 905/17, 152 00 Praha, Czech Republic,

Registration No: 25765451,

VAT ID: CZ25765451

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 68223

Delivery address: Lamačova 905/17, 152 00 Praha, Czech Republic,

Contact email: info@1stplugins.com

### 1. What defects are we liable for?

1.1. As the seller we are 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**. This means that the subject of performance:

- has characteristics, which have been negotiated between us, which we describe, or which you could expect with regard to the nature of the performance and on the basis of an advertisement;
- meets the requirements laid down by legal regulations;
- is suitable to be used for the purpose we state or to which the subject of performance is usually used;
- has the quality which has been negotiated between us, or the quality which valid and effective legislation lays down for the type of performance concerned; 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 we provide you with other performance than which has been negotiated between the Parties is also considered defect.

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

1.2. **Given the nature of the goods (software), we further guarantee that the defects will not occur within the warranty period in Article 2.1 of the Warranty Claim Guidelines only on the tangible medium (in case software is delivered on tangible medium, e.g. CD or DVD). The warranty period in Article 2.1 does not apply for the software itself.**

1.3. We 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.

1.4. **If the defect occurs within six months from the receipt of the goods, it shall be deemed that the goods were defective at the time of the takeover.**

## 2. How long is the warranty period?

- 2.1. For the tangible mediums of software, the warranty period is **twenty-four months from the receipt of the medium**, provided that there is no longer period stated on the website or in the documents accompanying the medium.
- 2.2. Please note that in case the medium will be exchanged or repaired, there is no new warranty period commencing for the new medium.
- 2.3. Services provided can be claimed in the course of their provision. The latent defects of the services or software shall be claimed without undue delay you will discover these defects. At the latest, defects of services and software may be claimed within six months from the moment the services were received/software was taken over.

## 3. What rights from defective performance do you have?

- 3.1. Your rights from defective performance are governed by the relevant legislation, in particular by the provisions of Sections 1914 to 1925 and, in case of goods, Sections 2099 to 2117 of the Civil Code.
- 3.2. If a defective performance constitutes a **fundamental breach of contract**, you have 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.
- 3.3. If a defective performance constitutes a **non-fundamental breach of contract**, you have the right to:
  - a) have the defects removed; or
  - b) a reasonable reduction of the purchase price.
- 3.4. If a defective performance constitutes a fundamental breach of contract, **notify us of the right you have chosen** upon the notification of the defect or without undue delay thereafter. If you fail to make your choice of right in time, you have only those rights you would have upon non-fundamental breach of contract. You cannot change your choice made without our consent.
- 3.5. If we fail to remove the defects within a reasonable time limit or if we notify you that we will not remove the defects, you may, instead of having the defects removed, request a reasonable reduction of the purchase price or withdraw from the contract.
- 3.6. Please note, that until you assert your right to a reduction of the purchase price or to withdraw from the contract, we may supply the missing goods or remove a legal defect (particularly by supplying missing documents).
- 3.7. In case of defective goods, you may not withdraw from a contract or demand the supply of a new tangible medium if you cannot return the tangible medium in the same condition in which you 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) you used the tangible medium before the discovery of a defect,
- c) you did not cause the impossibility to return the tangible medium in the same condition by an act or omission, or
- d) you sold the tangible medium before the discovery of the defect.

#### **4. When you cannot exercise the rights from defective performance?**

4.1. You do not have the rights from the defective performance if:

- you have had the knowledge of the defect prior taking over the goods/receiving the service;
- you have caused the defect by yourself (in particular by breaching the General Terms and Conditions for B2C or our instructions); or
- warranty period has expired.

4.2. If you insist on the provision of a service using an unsuitable instruction given by you, you do not have the rights arising from a defective service caused by the unsuitable instruction.

#### **5. How to proceed with your warranty claim?**

5.1. Assert your warranty claim with us without undue delay from finding out of the defect.

5.2. We accept the warranty claim:

- at any of our business premises, at which the acceptance of the warranty claim is possible with regard to the nature of the performance;
- at our registered office;
- at our place of business.

5.3. Claim can be asserted in the following manner:

- for faster processing, you can contact us in advance by telephone, e-mail or by writing;
- it is appropriate to notify us which right from the defective performance you have chosen in accordance with this Warranty Claim Guidelines or Civil Code;
- deliver the claimed tangible medium (other than by the way of cash on delivery, which we are not taking over) to us. When sending the medium, wrap it in the suitable packaging to avoid damage or destruction;
- **we advise you to 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 your claims.**

**If you fail to comply with any steps listed above or submit any of the above mentioned documents, a positive settlement of the warranty claim under the legal conditions shall not preclude.**

5.4. The moment of asserting the warranty claim is the moment when we were notified of the occurrence of the defects and the right from warranty was claimed.

- 5.5. Inbox warranty claim is handled promptly; in the event of a disputed claim, we will decide of its acceptance within three working days from the date of assertion of the warranty claim. Reasonable time for the expert assessments of the defect is not included in this period. The warranty claim will be settled not later than 30 days from the date of the assertion of the warranty claim, unless we agree otherwise.
- 5.6. If you choose the right from defective performance which cannot be granted to you for objective reasons (especially in the case of a non-fundamental breach of contract), we will contact you without undue delay. In such case you can choose another right in accordance with this Warranty Claim Guidelines.
- 5.7. You will be issued a written confirmation about the date of assertion, information about the content of the warranty claim and which right from defective performance you have chosen. After the warranty claim is settled you will be issued the information about the date and method of the settlement of the claim (including confirmation about remedy made) or written reasoning of the refusal of the warranty claim.
- 5.8. **In accordance with the Civil Code you are also entitled to reimbursement of the costs reasonably incurred in asserting the warranty claim. You 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 30. 9. 2019.