

## **COMPLAINTS POLICY**

Point of sale: ŠKODA Museum Václava Klementa 294, 293 01 Mladá Boleslav, Czechia,

Ferdinand Porsche Birth House, 38 Tanvaldská, 38, 463 11 Liberec – Vratislavice nad Nisou, Czechia

Seller: ŠKODA AUTO a.s., with its registered office at 869 Tř. Václava Klementa, Mladá Boleslav II, 293 01 Mladá Boleslav, Reg. No. (IČO): 001 77 041, VAT No. (DIČ): CZ 001 77 041, registered in the Commercial Register at the Municipal Court in Prague, section B, file 332

### **Preamble**

This Complaints Policy specifies the actions to be taken by the Seller and the Buyer in cases where, although the Seller makes every effort to ensure high quality of its products, the Buyer has a legitimate reason to exercise their rights arising from liability for defects on products sold.

### **Article 1**

#### **Prevention**

- 1.1 When selecting goods, it is essential that the selected type and size of the respective product perfectly meet the Buyer´s needs. Before buying a product, the Buyer shall take into account the purpose of its use, its design and material composition as well as the way the product is to be looked after. Only a product selected suitably in terms of functionality, product portfolio and size creates good preconditions for providing the expected value and meeting the purpose of its use.
- 1.2 It is essential that the Buyer observes the key rules for the use of goods purchased by them throughout the period of their use. In particular, it is essential to take into account all factors that may negatively affect the functionality and lifespan of the product(s) concerned, such as using the product with excessive intensity, using the product for an unsuitable purpose, etc.
- 1.3 Another precondition essential in terms of maintaining products in good condition and properly functional is regular maintenance. It is necessary to realise that incorrect, unsuitable or insufficient maintenance reduces products´ functionality and lifespan.

### **Article 2**

#### **Basic conditions for submitting a complaint**

- 2.1 If a defect occurs on a purchased product within twenty-four months of its takeover, the Buyer is entitled to claim such defect.
- 2.2 Changes to product (properties) that occurred during the period of entitlement to claim defective deliverables as a result of wear, incorrect use, insufficient or unsuitable maintenance, due to natural changes in materials of which the product concerned is composed or as a consequence of any damage caused by the user or a third party or some other unsuitable intervention shall not be deemed as a defect.
- 2.3 If the Buyer exercises their right arising from a defect on a sold product in a due manner, their complaint, including defect elimination, will be processed without undue delay, not

later than 30 days of the date of submitting such complaint (unless the Seller and Buyer agree on a longer period).

- 2.4 Products subject to a complaint shall be provided in complete condition, clean, dry and hygienically safe. If a product claimed as defective is returned in a hygienically unacceptable condition (dirty, wet, mouldy, etc.), the complaint will be dismissed immediately.
- 2.5 The Buyer is not entitled to claim a defect that was already claimed in the past and in response to which an adequate discount was provided off the purchase price.

### **Article 3**

#### **Complaint submission place and method**

- 3.1 The Buyer can submit a complaint in the Seller's point of sale at 294 Tř. Václava Klementa, 293 60 Mladá Boleslav or Ferdinand Porsche's Birth House, 38 Tanvaldská, 463 11 Liberec – Vratislavice nad Nisou (hereinafter referred to as the "Point of Sale"). The Buyer can submit a complaint in person or by post. The Buyer proves their purchase of a product claimed as defective at the Point of Sale by providing the respective receipt or in some other suitable manner (e.g. bank account statement if they paid by card, certificate of the Seller's obligations arising from defective deliverables, warranty certificate).
- 3.2 The Seller's staff member in charge is obliged to provide the Buyer with a confirmation as to when the complaint was submitted, what is the subject matter of the complaint and what solution the Buyer requires in connection with their complaint (start of the complaint procedure), as well as when and how the complaint was handled, including an explanation in cases where the complaint is dismissed (end of the complaint procedure).

### **Article 4**

#### **Complaint submission deadlines**

- 4.1 Any defect claim right (complaint) shall be asserted within twenty-four months of receiving the product. It is essential that any complaint is submitted without undue delay, right after the defect concerned occurs. A delay, if any, caused by continued use of a defective product may make the defect more serious or destroy the product or make it impossible to impartially assess the real root cause of the product's present condition and may be a reason for dismissing the complaint in question.
- 4.2 The warranty period must not be confused with the product lifespan, i.e. the period over which the product concerned may last if used and looked after correctly, including if given proper maintenance, with its properties, purpose and various levels of intensity of its use taken into account. The warranty period is a general administrative time limit that has no direct relevance to the usual lifespan of the product.

### **Article 5**

#### **Removable defects**

- 5.1 Removable defects are defects that can be removed by repair without affecting the look, functionality and quality of the product(s) concerned.

- 5.2 If a removable defect occurs, the Buyer is entitled to removing such defect free of charge, timely and properly. The Seller is obliged to remove defects without undue delay, not later than 30 calendar days of the complaint submission date.
- 5.3 Unless it is inadequate with regard to the character of the defect in question - particularly if the product concerned has not been used, the Buyer may require a replacement of such product. If the product is no more available and a replacement is therefore not possible, the Buyer may withdraw from the Agreement or require an adequate discount off the product price.
- 5.4 In the event of a removable defect the Buyer is entitled to replacement of the defective product with a new, defect-free one or to withdraw from the Agreement, if the Buyer cannot use the product properly due to a post-repair recurrence of such removable defect or due to a "larger number of removable defects". If the product concerned is no more available, the Buyer is entitled to withdraw from the Agreement. A post-repair defect recurrence is a case where the same defect that has been repaired at least twice within the warranty period occurs for a third time. A product is deemed to be suffering from a "larger number of defects" if it suffers from at least three removable defects at the moment of complaint submission.

## **Article 6**

### **Irremovable defects**

- 6.1 An irremovable defect is one that cannot be removed or its removal is not effective with regard to all relevant circumstances.
- 6.2 If a defect is irremovable and makes it impossible to use the product concerned properly as a defect-free product, the Buyer is entitled to a replacement of such product with a new, defect-free one or to withdraw from the Purchase Agreement. If the product concerned is no more available, the Buyer is entitled to withdraw from the Agreement.
- 6.3 If the character of an irremovable defect does not make it impossible to use the respective product properly (e.g. aesthetic defects) and the Buyer does not require a replacement of such product, the Buyer is entitled to an adequate discount off the purchase price or to withdraw from the Agreement. When granting a discount, aspects taken into account include the character of the defect, the degree and character of the product wear, how long the product has been in use and the possibilities of its further use.

## **Article 7**

### **Contractual quality warranty**

- 7.1 Where the Seller has provided a quality warranty outside the scope of their statutory obligations, the assertion of such warranty is governed by this Complaints Policy, unless otherwise stated in the certificate of the Seller's obligations arising from defective deliverables (Warranty Certificate) or the Agreement.

## **Article 8**

### **Obligation to provide information about extrajudicial settlement of consumer disputes**

- 8.1 The party to coordinate extrajudicial settlements of consumer disputes (ADR) between the Buyer and the Seller is Česká obchodní inspekce (Czech Trade Inspection Authority, CTIA). A petition to launch an ADR can be filed using an online form on <https://adr.coi.cz/cs>.
- 8.2 Alternatively, a petition to launch an ADR can also be sent by post or filed in person at the ADR point of contact: Česká obchodní inspekce, Ústřední inspektorát (Czech Trade Inspection Authority, Central Inspectorate) - ADR Department, 15 Štěpánská, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz).

This Complaints Policy has been drafted under Act No. 89/2012 Coll., Civil Code, and Act No. 634/1992 Coll., Consumer Protection Act.

This Complaints Policy entered into effect on 1. 9. 2016.