

COMPLAINT PROCEDURE

of the company OteSound, s.r.o., IČ: 27661164, DIČ: CZ27661164, residing at Klatovská 424/22, Ponava, 602 00 Brno, registered in the commercial register with Regional Court in Brno under file number C 49802, web: www.otecables.com, email: sales@otecables.com

General provisions

This complaints procedure applies to products purchased through the company OteSound, s.r.o. through the internet store available at www.otecables.com.

This complaints procedure applies only in cases where the buyer is considered to be a consumer. Consumer is every person who enters into a purchase contract with the seller, and does not do so in pursuit of their entrepreneurial activities or on behalf of their employer. This complaints procedure does not apply when the buyer is not a consumer.

The buyer can utilize the right to withdraw from the purchase contract without specifying a reason, in accordance with the terms and conditions of the internet store at www.otecables.com.

If you need other information regarding the complaints procedure, you can contact us at sales@otecables.com.

Right to withdraw from contract

OteSound, s.r.o., offers the option to withdraw from a purchase contract by returning the purchased product(s) within fourteen days after receiving the product(s) in question, without the need to provide a reason.

The returned product(s) need to be clean, unused, complete and ideally in original package. The seller has the right to reject dirty or incomplete product(s).

When returning the product(s) without providing a reason, the customer has to provide proof of purchase (invoice, bill) or prove the purchase of the product(s) from the seller. For product(s) purchased at a lower price, the amount of money the product was purchased for will be refunded to the customer. Similarly, if the product is bought as a part of a bundle discount, the customer has to withdraw from the purchase contract of all the products in that bundle, otherwise the customer will not be refunded full price, but only the proportional amount of the price adequate to the price of the returned product.

If the returned product is damaged due to the buyer's negligence, the seller has the right to claim compensation from the buyer, by means of reducing the refund payment to the customer by the price of the damaged product(s).

The right to withdraw from contract does not apply to product(s) that were modified according to the wishes of the customer. It also does not apply to services, if they were fulfilled with previous explicit agreement of the buyer within the withdrawal period (for example delivery services) and other products as listed in paragraph 1837 in law nr. 89/2012 Col., of the Civil code.

Liability, complaints, warranty

Rights and obligations of the contractual parties regarding to the warranty rights are in accordance with general binding rules (particularly provisions in paragraphs 1914 through 1925, 2099 through 2117 and 2161 through 2174 and law nr. 89/2012 Col., of the Civil code).

The seller is responsible for the product being in flawless condition at the time of delivery.

Particularly, the seller is responsible that at the time of delivery:

- the product has properties that were mutually agreed upon, or if such agreement has not taken place, then it has properties that were specified by the seller or that the buyer could reasonably expect considering the nature of the product and advertisement for said product,
- the product is suitable for the purpose that is provided by the seller, or that this kind of product is usually used for,
- the product is delivered in the right amount, measure or weight,
- the product is compatible with applicable laws.

If any flaws exhibit themselves within 6 months of the delivery to the customer, it is considered that the product was flawed at the time of delivery.

If the product does not possess the aforementioned attributes, the buyer can require repair or replacement of the product, if it is not disproportionate to the nature of the flaw. If the flaw pertains to only a part of the product, the buyer can ask for replacement of only said part of the product. The buyer also has the right to a replacement of the product or its part in case of a fixable flaw, if the product cannot be properly used thanks to repeated occurrence of the flaw after repair or greater amount of flaws.

If the right to withdraw from the contract, or to have the product repaired or receive a replacement of the product is not utilized, the buyer can ask for a proportionate discount. The buyer is required to disclose the flaw without unnecessary delay after it could have been detected through casual inspection.

If the buyer does not disclose the flaw in time, the buyer waives the right to withdraw from the contract or the warranty rights. (§ 2111 and 2112 of the Civil code).

The seller is not required to comply with the buyer's request, if the seller proves that the buyer knew about the flaw before purchasing the product or the flaw was caused by the buyer.

The buyer has the right to warranty within 24 months of receiving the product(s). The warranty does not apply to wear caused by regular use. Excessive wear and tear is not covered under warranty. (paragraph 2167 of the Civil code).

For selected products, the seller provides a three-year warranty, which can be obtained by registering the product and meeting the conditions specified by the manufacturer's warranty.

Customer cooperation

The customer is required to provide necessary cooperation during warranty proceedings. Particularly by providing proof of purchase, name, surname, contact information (email or phone number), address, date of complaint, nature of complaint(s), required means of fulfilling the warranty along with proper substantiation for the complaint. For submitting a warranty complaint, you can use the warranty claim model form. Please forward the warranty claim to the address OteSound, s.r.o., Klatovská 424/22. Ponava, 602 00 Brno, or electronically at sales@otecables.com.

Deadline for fulfilling warranty claims

After necessary examination of factual and juridical circumstances, an authorized employee will decide whether or not the warranty claim is valid, in more complicated cases within 3 days, or will contact the buyer within 3 days and inform them that further examination of the flaw is necessary for the decision.

The warranty claim, including fixing the reported flaw, has to be fulfilled without any unnecessary delay, within 30 days after the warranty claim has been submitted by the buyer, if a longer period has not been

negotiated with the customer. After this period, the buyer receives the same rights as in the case of a serious breach of contract.

When utilizing the right to warranty, the seller has to provide the buyer with a confirmation, which includes the date of receiving the warranty claim, its contents, and most importantly the required means of fulfillment of the warranty claim by the seller.

After the warranty procedures are finished, it is possible to either pick up the product in person or have the product sent to an address of the customer's choosing. The cost of delivery is covered by the seller. The seller has the right to choose the delivery service. The customer is required to receive the delivered product. If the product cannot be delivered due to the customer's fault, it will be returned by the delivery service provider. Undelivered products will be kept in storage by the seller for 30 days maximum. If the customer does not claim the product within 30 days, the buyer can be charged by the seller for the cost proportional to cost of storing said product, up to the value of the product itself.

Address for personal pickup: OteSound, s.r.o., Palackého náměstí 9A, Brno - Řečkovice, 62100

Out of warranty repairs

Repairs that are not covered by the warranty or that are performed after the warranty period can be carried out at the buyer's expense. For further inquiries about out of warranty repairs, please contact us at sales@otecables.com.

Out of warranty service is negotiated individually (30-day deadline for fulfilling warranty claims does not apply here)

Out-of-court dispute resolution

Any extra-judicial disputes regarding the purchase contract are handled by the Czech Trade Inspection (Česká obchodní inspekce), residing at Štěpánská 567/15, 120 00 Praha 2, IČO: 00 02 08 69, website: <https://www.coi.cz/>. The buyer has the right to submit a petition with the Czech Trade Inspection via online form, available at: <https://www.coi.cz/informace-o-adr/>.

The buyer can submit a petition via the platform for extra-judicial consumer disputes within the EU, which is available at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

The petition can be submitted only if both the buyer and the seller reside in the EU.

7.5. European Consumer Center Network, bureau for the Czech Republic, residing at the address: Štěpánská 567/15, 120 00 Praha 2; website: <https://evropskyspotrebitel.cz/>; is the place of contact according to regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

Each of the contractual parties bears any costs related to extra-judicial consumer disputes.