

I. General provisions

This Complaint Procedure has been issued by GRANÁT, craftsman cooperative, located at Turnov, Výchinka 1409 postal code 514 11, ID no: 00030091, incorporated in the Companies Register kept by the Regional Court in Hradec Králové, section Dr XVIII, record no. 390 of 14 Oct. 1953

II. Subject and purpose of the Complaint Procedure

The Complaint Procedure stipulates the conditions on which the buyers can make claims of quality (hereinafter: the "Claims") pursuant to section 2169 of Act no. 89/2012 Coll., the Civil Code (hereinafter: the Civil Code) in the cooperative's shops. The purpose of the Complaint Procedure is also defining a procedure for swift processing the claims.

III. Right of the buyer to make a Claim

If purchased products have any defects, the Buyer is entitled to make a claim within 24 months after acceptance of the goods (section 2165 subsection 1 of the Civil Code).

Defect product must be submitted by buyer. If the buyer requires replacement of the defect goods by the new product or reimbursement of the buying price, the product submitted by the buyer must be complete, including all accessories. The Claim is unacceptable if caused by incorrect use/storage of the product by the buyer or unauthorized modifications/changes to the product by the Buyer. The seller is not liable for defects caused by force majeure, e.g. natural disasters etc. The Claims in connection with normal wear and tear of jewels by wearing are unacceptable – see section IX. Exclusion of liability for defects.

IV. Place of making a claim

The buyer shall make the Claim in the shop he/she bought the product. If this is not possible (for instance, the shop does not exist anymore or has been closed), the claim must be submitted in a shop that has been authorized for this purpose by the seller or, as the case may be, at the seat of seller's company.

The place and date of purchase shall be documented, particularly, by the relevant receipt or any other eligible document of purchase.

V. Deadlines for claims

Any quality claim shall be made by the buyer within specified period of time, i.e. 24 months after receiving the goods, unless any other deadline has been specified on the goods, its package and/or instruction for use. Failure to observe this deadline will result in rejection of the claim.

VI. Seller's liability

If the Claim was submitted by the buyer in seller's shop, the shop assistant shall check the Claim and, where possible, decide whether immediately or by 3 days at the latest. This term does not include the period necessary for professional assessment of the defect. The decision on the quality claim, incl. correction of the defect must be made without undue delay, or by 30 days after making the claim at the latest, unless another term has been agreed between the buyer and the seller in writing. The record of processing the Claim will be handed over to the customer at the place where the Claim was made, unless otherwise agreed in writing.

The shop assistant is obliged to give a document of Claim confirmation to the Buyer making the Claim. This document must include the date of Claim, date of repair of the goods (removal of the defect) and also the time required for the repair. The buyer will receive a receipt of the goods handed over to the shop for repair; the goods remains property of the Buyer throughout the time of processing the Claim. This receipt will be kept separately. Should the seller consider the Claim unjustified, the goods will be returned to the buyer, along with relevant Claim protocol containing seller's decision on the Claim as well as original receipt.

Should the seller incur any costs by processing an unjustified claim (costs of expert opinion on the defect, legal costs etc.) the seller is entitled to compensation of these costs.

VII. Removable defects

Removable defects are those, which correction within set term will not affect appearance, function and quality of the product. If the defect can be removed, the buyer is entitled to timely and correct removal of the defect free of charge. Instead of removal of the defect, the buyer can require replacement of the product or, as the case may be, defective part thereof, if this is adequate, considering nature of the failure. If this is not possible, the buyer can withdraw from the purchasing contract and require reimbursement of the purchasing price. The buyer can also require an adequate discount on the purchasing price or other compensations.

VIII. Non-removable defects

Non-removable defects do not allow standard use of the goods. In this event, the buyer can require, at its discretion:

- replacement of defect products/parts thereof,
- withdrawal from the contract of purchase and reimbursement of the buying price,
- adequate discount on the purchasing price or other compensations.

The same rights can be exercised by the buyer in case of recurring defects (two or more subsequent repairs of the same defect), preventing from standard use of the product, after the repair or frequently occurring defects, in case of non-observing the deadline of repair mutually agreed between the buyer and the cooperative.

IX. Exclusion of liability for defects

The seller shall not be liable for the following defects, e.g.:

- a) wear and rear resulting from normal use,
- b) products sold for discounted prices due to minor defects, as agreed,
- c) defects of used products corresponding to the extent of use and/or wear, existing already at the moment of purchase by the buyer
- d) defects resulting from:

- unauthorised repair or unauthorised action in connection with the product
- any action by the buyer which is not consistent with proper use as defined in the instruction issued by the cooperative,
- use, service or maintenance of the products which are not consistent with the instruction for use, service and/or maintenance, instructions stipulated in the guarantee certificate and/or generally applicable rules of use, service, maintenance of the product,
- force majeure,
- storage or use of the product in moist, dusty or inadequate environment, particularly chemical and physical aggressively, unless otherwise specified by the seller/manufacturer,
- defects attributable to the buyer (e.g. mechanical damage),
- intrusion of foreign matters into the product

Detailed specification of defects not covered by the guarantee:

- 1) discolouration of metalized surface of jewels due to the environment (body's Ph, body's reaction to intake of drugs, changes of body temperature)
- 2) oxidation (blackening) of jewels
- 3) obvious mechanical damage caused by inadequate handling
 - deformation of jewels
 - scratches on jewels' surface
 - stones with visible scratches
 - broken attachment systems of ear rings, above the point of connection
 - broken chains (except of the points of connection)
 - loss of a part of the jewel

X. Information on extrajudicial settlement of disputes

The seller shall inform the buyer on buyer's rights to extrajudicial settlement in the event of disputes arising in connection with the sale/purchase. The seller shall inform the buyer on buyer's rights to refer to the Czech Trade Inspection for extrajudicial settlement pursuant to Act no. 634/1992 Coll. (The Consumer Protection Act). The details on extrajudicial settlement of disputes can be found on web sites of the Czech Trade Inspection at www.coi.cz

XI. Final provisions

The quality of goods at the acceptance is governed by the provisions in section 2161 subsection 1 of the Civil Code. Should any defect become obvious within 6 months after acceptance of the goods, this defect shall be understood as existing already at the moment of purchase (section 2169 subsection 2 of the Civil Code). In other respects not governed herein, relevant provisions of the Civil Code (Act no. 89/2012 Coll.) shall apply to the rights and obligations of the parties in connection with quality of performance. The buyer has agreed to this Complaint Procedure by conclusion of the contract of purchase. This Complaint Procedure is posted in the shop and one copy is stored in the office of the shop manager.

In the point of sale, the buyer can:

- a) refer to this Complaint Procedure.
- b) refer to relevant provisions of the Civil Code, on his/her request.

Effective date of the Complaint Procedure: 1 April 2017



Ing. P. Tvrzník by his own signature
Chairman of the Board



V. Tomešová by her own signature
Vice-chairman of the Board