

1. Introductory provision

- 1.1. These Complaints Rules are issued by ARAD AG s. r. o., Alžbetina 41, 040 01 Košice, registered in the Commercial Register of the Municipal Court of Košice I, Section Sro, File No. 28685/V (hereinafter referred to as the "Supplier"), which has been drawn up in accordance with Act No. 513/1991 Coll. Commercial Code, on the conditions, place and manner of exercising rights arising from liability for defects (hereinafter referred to as "complaint").
- 1.2. Business relations in the sale and provision of services between the Supplier and the Customer are governed by the Supplier's General Terms and Conditions (hereinafter referred to as GTC) and the Commercial Code. The Customer is a legal entity always represented by a natural person.
- 1.3. Complaints procedure:
 - ◆ regulates the legal relations between the Supplier as the performing company and the Customer arising from the handling of complaints regarding the correctness and quality of goods and services delivered by the Supplier to the Customer.
 - ◆ it establishes liability for defects in goods and services delivered by the Supplier
 - ◆ it serves as the correct procedure for exercising the Customer's rights.
- 1.4. The delivered goods or services must be of the required quality, quantity, and technical parameters and must be delivered without defects; in particular, they must comply with the binding technical requirements. The Supplier is fully responsible for any defects in the delivered goods or services already present at the time of acceptance by the Customer. In the case of used goods, the Supplier is not responsible for defects caused by incorrect installation if the installation was not performed by the Supplier, or by use or normal wear and tear. When installing the goods, the Customer is obliged to follow the recommendations and instructions provided by the Supplier. In the case of goods and services for which the price has been reduced due to a defect of which the Customer was informed prior to delivery of such goods, the Supplier shall no longer be liable for this defect.

2. Conditions and procedure for complaints

- 2.1. A complaint is understood to be the Customer's claim for verification of the correctness and quality of goods and services delivered by the Supplier. If the Customer finds that the goods or services delivered by the Supplier are defective (i.e., they are not delivered in full and in accordance with the purchase contract/invoice), the Customer may exercise its right of liability for this defect (hereinafter referred to as a complaint).
- 2.2. The Customer is obliged to exercise the complaint immediately after the defect becomes apparent in the form of a written request (Complaint Record), by submitting documents proving the transaction (invoice, protocol, etc.) and other documents supporting their claim, which they shall deliver to the Supplier (by post to: ARAD AG s.r.o., Popradská 57, 040 01, Košice or by email to: aradag@aradag.com). An authorized representative of the Supplier shall confirm receipt of the complaint in writing, make a decision, and inform the Customer of the procedure for resolving the complaint immediately, or in complex cases within three business days at the latest. If the complaint does not contain the required documents and details, the Supplier has the right to ask the Customer to supplement and specify the required information within a specified period (no later than 5 working days), with the warning that otherwise the complaint will be considered unjustified. The deadline for handling the complaint shall be extended by the number of days during which the Customer failed to provide the required documents.
- 2.3. The Supplier shall inform the Customer of the outcome of the complaint within 30 days of receiving the complaint. This period does not include the time required for expert assessment of the defect complained about, which, however, may not exceed 30 calendar days. If, for technical reasons, it is not possible to settle the complaint within 30 days, the Supplier and the Customer shall conclude an agreement on the settlement of the complaint (requirements, reasons, method, deadlines). After this period, the Customer shall have the same rights as if the defect could not be removed.
- 2.4. The Customer may notify the Supplier of a complaint in writing and claim its removal at any time during the warranty period if the

warranty period has already expired, the complaint by the Customer shall be considered unjustified, as the right to liability for defects expires. The warranty period begins upon acceptance of the delivered goods or services by the Customer and its duration is determined as follows:

- ◆ for delivered goods, 12 months, unless otherwise specified in the Purchase Agreement
- ◆ for repairs, maintenance, service interventions (meaning activities that remove defects in items and the consequences of their damage or damage caused by wear and tear), 3 months,
- ◆ as specifically specified in the concluded Purchase Agreement.

If the goods or services were not taken over on the basis of a written request by the Supplier for reasons on the part of the Customer, or if the conditions for the handover of the goods or services were not met for reasons on the part of the Customer, the warranty period shall be shortened by the period during which it was not possible to deliver the goods or services for reasons attributable to the Customer, or during which the conditions for delivery of the goods or services were not met for reasons attributable to the Customer

2.5. When processing a justified complaint, the customer is entitled to the following, depending on the type of defect:◆

◆ **Removable defects**

Removable defects are those defects which can be removed without affecting the quality and utility of the delivered goods or services. In the case of a defect that can be removed, the Customer is entitled to:

- a) free removal of the defect,
- b) a discount on the price of the goods,
- c) free replacement of the item (delivery of a new service) or, if the defect concerns only a part of the item, the right to have the defective part replaced, provided that this does not incur unreasonable costs for the seller in relation to the price of the goods or the seriousness of the defect,
- d) withdrawal from the contract if the Customer cannot properly use the item (service) due to the recurrence of the defect after repair or due to a larger number of defects.

◆ **Irremovable defects**

If the defect cannot be removed and prevents the delivered goods (service) from being used properly as if they were defect-free, the Customer has the right to:

- a) exchange the goods,
- b) withdraw from the purchase contract.

2.6. The costs associated with the complaint and the removal of its causes shall be paid in full by:

- ◆ The supplier, if the complaint has been recognized as justified
- ◆ The customer, if the complaint is not recognized as justified and the reason for the complaint was caused by improper use, unprofessional installation and interference, neglect of maintenance, natural influences, or intentional acts.

3. Exclusion of the Supplier's Liability

3.1. The Supplier shall not be liable and shall not recognize a claim as justified if it is found that the defect was caused by improper use, unprofessional installation and interference, damage to protective marks, neglect of maintenance, natural influences or intentional acts (not premature wear and tear or material defects).

3.2. The Supplier notes that if a third party intervenes during the warranty period or during a complaint, the warranty period shall end and the Customer's right to complain shall expire.

4. Final provisions

4.1. The relationship between the Customer and the Supplier may also be governed by a separate agreement concluded between the Customer and the Supplier, and in the event of a conflict between the separate agreement and these Complaints Rules, the provisions of the separate agreement shall prevail.

- 4.2. Unless the Supplier and the Customer agree otherwise, the legal relations governed by these Complaints Rules shall be governed by the applicable law of the Slovak Republic.
- 4.3. Liability for defects for which the warranty period began before the effective date of this Act shall be assessed in accordance with the applicable regulations in force to date.
- 4.4. Liability for defects in used items for which the warranty period began before the effective date of these Complaints Rules shall be assessed in accordance with the existing legal regulations if the item was taken over before the effective date of this Act.
- 4.5. The Supplier is entitled to change these Complaints Procedure Rules depending on changes in the relevant legal regulations or its business policy. The Supplier shall announce this change, together with its effective date, by posting it on its premises and on its website: www.aradag.com

These complaints procedure issued by ARAD AG s.r.o. shall come into effect on 01.08.2025

Košice, 01.08.2025

Approved by: Ing. Ľubomír Škripko

/Executive Director /