

Claims Code

I. General provisions

The following claims code constitutes an integral part of the General Business Terms and Conditions of the seller – Respiro Upcycled Alchemy s.r.o., Co. Reg. No. 29455855, VAT Reg. No. CZ29455855, with its registered office Dobrovského 874/29, 702 00 Ostrava, registered in the Commercial Register with the Municipal Court in Ostrava, File No. C 54807 (“Seller”) – and describes the process of claiming the warranty arranged to the goods purchased from Respiro Upcycled Alchemy s.r.o.

The purchaser must get familiarised with the Claims Code and the General Business Terms and Conditions before ordering the goods. Simultaneously, the purchaser acknowledges that the purchaser must provide the Seller with all assistance and co-operation necessary to handle the claims; otherwise, the period for handling the claims gets extended for the time of purchaser’s failure to provide the required assistance and co-operation.

The purchaser agrees to this Claims Code by entering into the purchase agreement and receiving the goods from the Seller.

The definition of terms contained herein supersedes the definition of terms contained in the General Business Terms and Conditions. If the respective term is not defined in the Claims Code, the term in question is interpreted and construed as defined in the General Business Terms and Conditions. If the term in question is not defined in the General Business Terms and Conditions, it is interpreted and construed as defined by law.

II. Quality Warranty

The warranty can be claimed against a purchase document (invoice) issued by the Seller in respect of the goods purchased. This document (invoice) includes all essentials stipulated by law required to claim the warranty (namely the name of the goods, price and quantity).

1. Period

The period for exercising the rights to claim the warranty commences on the day the purchaser accepts the good, that is, on the day stated in the purchase document or certificate of warranty.

The period lasts 24 months.

If not claimed within the stated period, the respective product liability rights terminate.

If, as part of the handled claim, the defective goods are replaced, no new period of guarantee commences. The relevant period for claiming the warranty commences at all times on the day the purchaser receives the original goods.

2. Quality upon Receipt

The Seller is liable to the purchaser that the goods are free from defects upon receipt. In particular, the Seller is liable to the purchaser that, at the moment the goods are received by the purchaser:

- The goods have the characteristics agreed by the parties or (if no agreement is reached) the characteristics described by the Seller or the manufacturer or expected by the purchaser with reference to the nature of the goods and related advertisement.
- The goods can be used for the purposes stated by the Seller or for the purposes for which the goods of that kind are usually used.
- The goods are provided in the corresponding quantity, measurement or weight.
- The goods comply with the requirements stipulated by law.

If the goods become defective within six month after receipt, the goods are deemed being defective already upon receipt by the purchaser, unless proved by the Seller otherwise.

III. Warranty Terms and Conditions

1. Quality Inspection

On the day of receiving the goods, the purchaser is to further inspect the goods for completeness and undamaged packaging.

When receiving the goods from the shipping company, the purchaser is to properly and thoroughly inspect the completeness of the delivery (number of packages).and undamaged packaging as per the delivery note.

Any incongruities are to be reported to the Seller upon receipt of the goods from the shipping company and stated in the record of delivery whereby the purchaser may refuse to accept the delivery. Any incongruities may as well be reported to the email address info@respiro.cz In addition, the Seller recommends attaching any photos documenting the defects and damaged packaging.

The statutory period for claiming the warranty is not affected thereby. Any subsequent claims of incomplete delivery or damaged packaging do not limit the purchaser's right to claim the warranty; yet, they enable the Seller to prove that the same do not represent a conflict with the purchase agreement.

2. Warranty Claims

When claiming the warranty, the purchaser is to deliver the goods to the Sellers business premises. [contact](#)

The delivery is to include: the goods claimed (including all parts and accessories); in addition, the Seller recommends enclosing the purchase document or another proof that the warranty can be claimed, detailed description of the defects and sufficient contact details of the purchaser (namely the sending address and telephone number) so that the origin and defects of the goods can be identified.

The Seller further recommends selecting the mode of handling the claim (repair, replacement or refund).

The purchaser acknowledges that if the claimed goods are not submitted to the Seller along with all parts and accessories received originally with the claimed goods, the purchaser – if withdrawing from the agreement – will be refunded the purchase price less the price of the parts and accessories not submitted.

3. Limitations

The warranty further does not apply to the damage caused by or resulting from the following activities (however, only if such activity is not usual and at the same time is not prohibited in the enclosed instructions for use):

- a. mechanical damage;
- b. use of goods in conditions (temperature, dust, humidity, chemical and mechanical conditions) other than directly stipulated by the Seller or manufacturer;
- c. unprofessional installation, use, operation or neglected maintenance;
- d. excessive overuse or use contrary to the terms and conditions stipulated in the relevant documents or contrary to the general practice;
- e. non-qualified interventions or adjustments of parameters;
- f. adjustments made by the customer (painting, bending, etc.);
- g. forces of nature or force majeure;
- h. use of incorrect or other than original consumables; however, only if such use is not usual and at the same time not exempted in the enclosed instructions for use.

4. Testing defects

The claimed goods are tested only for the defects claimed by the purchaser (as claimed in the claims form or enclosed document describing the defects in question). The Seller recommends describing the defects in writing, via electronic form – email is accepted.

If the claim is rejected and the purchaser agrees that the goods will be repaired for consideration, the purchaser is charged for the repair.

Before the goods are repaired for consideration, the purchaser is informed about the price, extent and time necessary for the repair. The goods can be repaired for consideration only if the purchaser explicitly agrees so (resp. only under the executed services agreement) after having received the information stipulated in the preceding sentence.

5. Rejected Goods

The Seller has a right to refuse to accept the claimed goods if the goods in question and/or the parts thereof are dirty or do not comply with the basic sanitary and security requirements for claiming the guarantee. Fuel tanks must be submitted empty.

IV. Handled Claims

The claims are handled and the defects are removed by the Seller without undue delay; however, within a maximum of 30 days after the warranty has been claimed. Once the warranty is claimed, the period of 30 days can be extended as per the agreement with the consumer; however, only for a period other than indefinite or unreasonably long. After the period (extended period) expires, the claimed defect is deemed to have indeed existed and the consumer has the same rights as if the defect in question was ascertained to be other than capable of being removed.

V. Common Provisions

The purchaser receives a written document issued by the Seller with information as to the date of the claim, result, repair (if any), duration and reasons (if any) for rejecting the claim. After the claim is handled, the purchaser is informed by the Seller thereabout by email letter.

If the claim is accepted as legitimate and the goods are repaired or replaced, the period of warranty is extended for the period of handling the claim with this period commencing one day after the day the warranty has been claimed and terminating on the day the purchaser has been informed about the result.

When accepting goods after settling the complaint, the buyer is obliged to check the goods and their compliance with the complaint release note. The buyer shall also check completeness of goods, in particular that the package contains everything it should contain. Later objections will no longer be taken into account. These arrangements shall not affect the statutory deadline for exercising the rights of defective performance.

The buyer is obliged to take over the claimed goods without undue delay within 30 days from the date when he was informed about settling of the complaint. This period shall not expire earlier than 60 days from lodging of the complaint. If the claimed goods are not taken by the buyer no later than the last day of the deadline, the vendor will charge a storage fee in the amount of CZK 20 including VAT for each day of delay for storing goods after the lapse of the deadline.

If the buyer fails to collect the goods from the settled complaint within 6 months from the date he was informed that the complaint had been settled, the vendor reserves the right to sell the goods and use the proceeds to pay the storage charges and send the balance (if any) from the sale to the buyer by a postal order to the buyer's address.

When the goods are released after the complaint had been settled, the buyer shall present to the vendor a document based on which the item was received for complaints procedure and shall prove his identity by a valid document (ID card, passport) in order to prevent damage and legalization of proceeds from criminal activity. If any of the above documents cannot be presented, the vendor may reject to release the goods or pay the credit note. If the buyer is a legal entity, the goods will be released or credit note paid only to the statutory body of the legal entity or a person presenting a certified power of attorney.

VI. Minimum Lifetime

The warranty does not apply to the ordinary wear and tear caused by common use of the goods and as such cannot be confused with the lifetime of the goods in question. Lifetime represents the tendency of the goods in question to become worn and torn if used in a usual way. If the goods are used (i.e. not owned) for a period exceeding the usual lifetime of the goods in question, the defect is likely to be caused by ordinary wear and tear; however, without prejudice to the guarantee defect.

VII. Final Provisions

The statutory rights of the purchaser are not affected hereby.

This Claims Code comes into effect on 20th July 2016, repealing the previous versions.

This Claims Code is available at respiro .