

# Complaint Regulations of S&K LABEL spol. s r.o.

## I.

### Introductory provisions

1. Complaint Regulations of S&K LABEL spol. s r.o. company, Blanenská 1860, 664 34 Kuřim, comp. reg. No (IČ): 44962878 (hereinafter referred to as the "Contractor"), together with the General Business Terms of S&K LABEL spol. s r.o. (hereinafter referred to as "GBT") form an integral part of every purchase contract or binding order replacing a purchase contract.
2. Complaint Regulations stipulate the main principles of Contractor-Customer relations in case of any complaints from the Customer or complaints concerning the products delivered under the conditions agreed in the contractual relation.
3. The guarantee period for all the products of the Contractor (self-adhesive labels, flexible packaging etc.) is 6 months from the date of production marked on the product or its packaging.

## II.

### Basic principles of complaint

1. The Customer is obliged to check the product (goods) upon its delivery and to confirm its takeover in the Delivery note (hereinafter referred to as the "DN") or in a document from the Contractor replacing the delivery note (e.g. a transport sheet). The Customer will record the immediately found inconsistency of the product (as regards its quality, quantity, packaging etc.) in the same documents (including the date when the record was made and identification of the person who made the record (signature)). In justified cases, when it is inconsistency clearly preventing the intended use of the product, the customer can refuse to take over such a delivery. The Contractor will record the inconsistency with justification why the takeover was refused in the above specified documents.
2. In case the Customer only finds out an inconsistency after the product is taken over, immediately after finding out the Customer will notify the Contractor in writing and ensure suitable storage of the product under complaint so that its quality is not influenced in a negative way by the storage (see Business Terms of S&K LABEL spol. s r.o.) and it was available for future complaint procedure and assessment by the Contractor.
3. Unless both parties agree otherwise, the basic prerequisite for lodging of a complaint concerning inconsistency (defects) of a product is submitting (delivery) of the whole product quantity under complaint in the original packaging and with the original identification marking of the packaging and the actual products (identification stickers or control slips – according to the product type) for assessment and its written notification to the Contractor.

For this notification, the Customer will use a Complaint record of the Contractor which is annexed to this Complaint Regulations and is available to the complaining customer at <http://www.sklabel.cz/pictures/editor/RP.xls>.

As a last resort, it is allowed to submit another record of inconsistency/complaint but it must contain minimum the following data:

- a) Organisation, contact person (phone, e-mail)
- b) Item code of the Contractor and/or internal code of the Customer
- c) Item name of the product under complained
- d) Quantity of product under complaint
- e) Order number of the Customer
- f) DN/invoice number of the Contractor
- g) Manufacturing order of the Contractor (specified on the product)
- h) Reason of the complaint

The Contractor is entitled not to include products without the original identification marking in the complaint procedure and thus not to accept the complaint in relation to them.

4. The proceedings of inconsistency (complaint procedure) are only commenced by the Contractor on the day when a written notification of the inconsistency is available (lodging of complaint) and the product under complaint is physically available for assessment. The results of the proceedings are notified in writing to the Customer within the below specified deadlines.
5. When assessing inconsistency in the complaint procedure, the Contractor uses solely the parameters agreed in the Customer-Contractor relation – contract or order – and in

accordance with GBT of the Contractor. At the same time the Contractor takes into consideration the technical and technological possibilities of the selected production technology and conditions under which the Customer-Contractor relation was established.

6. Complaints lodged after the guarantee period specified above in clause I.3 expires or complaints when the Customer does not provide the product under complaint for assessment or when the Customer does not provide the necessary cooperation during its solution or it is not possible to identify the date of production on the product will not be accepted.

### **III.**

#### **Procedure of lodging a complaint**

1. The Customer will inform the Contractor about inconsistency by phone and subsequently in writing by sending a completed Complaint record in accordance with the clause II.3 above.
2. The Customer is obliged to agree with the Contractor in advance about the way how to return the product under complaint or hand over its samples. The basic criterion of this agreement shall be minimising of costs connected with the complaint procedure.
3. The Customer will provide the necessary cooperation when returning the product under complaint or when ensuring and handing over samples proving the product inconsistency.
4. The Contractor will assess the claimed inconsistency and decide about justifiability of the complaint in the shortest possible term when the conditions specified above in chapter II are fulfilled. The Contractor will inform the Customer about its decision in writing.

### **IV.**

#### **Unjustified complaint**

1. In case the Contractor finds out during the assessment of the claimed damage that the complaint is unjustified, the Contractor will inform the Customer about this in writing.
2. If the product under complaint is in the premises of the Contractor, the Contractor will send it to the original address of the Customer. In this case the Contractor is entitled to charge to the Customer the charges connected with the transport of the product under complaint.

### **V.**

#### **Justified complaint**

1. **Repairable defects**  
If after the assessment of the claimed defect the Contractor finds out that it is a repairable defect, the Customer is entitled to have the defect repaired free of charge within the term agreed with the Contractor.
2. **Non-repairable defects**  
If after the assessment of the claimed defect the Contractor finds out that the defect cannot be repaired and it prevents the intended use of the product, the Customer is entitled to have the product replaced (substitute fulfilment) within the term agreed with the Contractor or to withdraw from the contract.
3. **Inconsistency of the original documentation (invoice, delivery sheet, transport sheet) with the delivered products**  
If the Customer finds out any inconsistency between the invoice / delivery note / transport sheet and the actually delivered product (in kind or quantity), the Customer will contact the Contractor as soon as possible in writing and the Contractor will rectify the situation.

### **VI.**

#### **Settling of complaint**

1. The Customer is informed about the result of the complaint procedure by phone and subsequently in writing – with specification of the way in which the complaint was settled. In case when on the basis of a justified complaint of inconsistency subsequent corrective or preventive measures are taken to prevent their repeating, the Customer is entitled to be informed about them.

2. The Contractor informs the Customer about the result of the complaint procedure latest within 30 days from the takeover of the record of inconsistency (Complaint record) and the product under the complaint for assessment, unless another term is agreed by both parties. In case the Customer does not provide the necessary cooperation during the complaint procedure or in case other unforeseeable circumstances occur which are out of the control of the Contractor, this term is extended accordingly. The Customer is informed about these reasons by the Contractor.

## **VII.**

### **Complaint concerning product damaged in transport**

1. In case of an obvious damage of the product during transport, the Customer proceeds pursuant to clause II.1 above.
2. According to its possibilities, the Customer will provide evidence of the product damage caused by the carrier (photographs, damaged product, packaging etc.) which will be submitted to the Contractor.

## **VIII.**

### **Final provisions**

These Complaint Regulations come to force on July 1, 2008 and they are valid for indeterminate time. The contractor reserves the right to change these Complaint Regulations.

Kuřim, on August 1, 2008

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