

Complaints Procedure

Complaints Procedure as a part of the Terms and Conditions for wholesale and retail purchase of goods of mivvy a.s. (hereinafter referred to as "OPME") within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended, or within the meaning of Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter referred to as "CPME")

1. EDIT

1.1.

The Complaints Procedure, as a separate document, is an integral part of the OPME. Unless otherwise provided in the CPME, terms used in the CPME shall be interpreted in the sense in which they are defined in the OPME. Following the nomenclature of the OPME, this CPME shall be deemed to be Article 7 of the OPME, entitled "WARRANTY, COMPLAINT".

1.2.

The CPME regulates the method and conditions of claiming defects in the Goods and the assertion of claims under the quality guarantee by the Buyer, in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, or No. 634/1992 Coll., on consumer protection, as amended, and the guarantee for the quality of the Goods.

2. EXCLUSION OF LIABILITY FOR DEFECTS

2.1.

The Seller is not liable for defects in the Goods covered by the warranty if these defects were caused after the risk of damage to the Goods has passed by external events, in particular:

- a) incorrect operation or improper placement,
- b) overvoltage in the transmission network, mechanical damage, electrostatic discharge or short circuit,
- c) unreasonable temperature, dust, humidity, chemical and mechanical environmental influences exceeding the limit values set by the manufacturer,
- d) by neglecting routine care and maintenance,
- e) Damage to the batteries due to failure to comply with recommended operating conditions and/or operating the batteries without protective circuits,
- f) unprofessional assembly after the moment of handover and acceptance of the Goods (unprofessional assembly is primarily understood as a case where the assembly was performed by a person other than a professionally qualified person possessing the relevant trade licence),
- g) by performing unqualified intervention or changing parameters,
- h) natural influences and a higher power,
- i) using the equipment in violation of the laws and standards in force in the Czech Republic,
- j) by the Buyer's own fault or by the fault of others after the moment the risk of damage to the Goods has passed,
- k) breaking protective seals and stickers, if any, on the Goods.

2.2.

The Goods are not defective:

- a) wear and tear of the Goods caused by their normal use or, in the case of used Goods, wear and tear corresponding to the degree of their previous use;
- b) the cyclical decline in battery capacity over time (lifetime decline) caused by normal use;
- c) cosmetic defects in the appearance of the Goods, which by their nature are a component intended for the manufacturing process of another product, not affecting the declared functionality of the Goods.

2.3.

The cyclic capacity drop is listed in the battery datasheets available on the web at www.mivvyenergy.cz.

3. WARRANTY PERIOD

3.1.

The basic warranty for the quality of the Goods is two (2) years. The warranty period for batteries is two (2) years. However, this does not cover the cyclical decrease in battery capacity over time. The warranty for used Goods is one (1) year.

3.2.

The warranty period begins on the day following the Buyer's receipt of the Goods. If there is a hidden defect in the Goods, the Buyer shall notify the Seller of such defect without undue delay after the Buyer could have discovered it with reasonable diligence, but no later than two (2) years or one (1) year for used Goods after the Buyer's receipt of the Goods.

4. THE APPLICATION AND HANDLING OF THE BUYER'S CLAIM BY THE ENTREPRENEUR

4.1.

The rights under the warranty provided shall be exercised only by written notice delivered to the Seller. Such notice must include the designation of the Goods, the date of purchase, the invoice or delivery note number, a detailed description of the defect in the Goods, the name and email address or telephone number of the individual who handles the matter on the part of the Buyer's business.

4.2.

With the notification according to the previous paragraph, the Buyer entrepreneur shall always deliver to the Seller a copy or the original invoice or delivery note. The Seller shall not be obliged to initiate the processing of the complaint until the documents referred to in the previous sentence have been submitted.

4.3.

Complained Goods must be sent to the Seller in suitable packaging and in principle complete, i.e. with all components. Incomplete Goods sent may be grounds for rejection of the claim.

4.4.

The Buyer shall send the Goods subject to warranty at his own expense to the address of the Seller's service centre:

mivvy a.s.
Jirotova 375
336 01 Blovice.

4.5.

The Seller is obliged to inspect the claimed Goods within five (5) working days from the date of delivery and decide on the claim. The Seller shall be entitled to have the defect of the claimed Goods assessed by a third professional person appointed for this purpose. In this case, the Seller is obliged to inspect the claimed Goods and decide on the claim within thirty (30) working days from the delivery of the claimed Goods. The Seller shall issue to the Buyer Business, when making a claim, a written confirmation of when the Buyer Business has exercised the right and what is the content of the claim.

4.6.

If the Goods have defects covered by the warranty, regardless of whether it is a material or immaterial breach of the purchase contract as a result of defective performance, and the right of liability for defects has been properly exercised by the Buyer-entrepreneur, the defects in the Goods will be eliminated by the Seller by repair or a new Goods will be delivered to the Buyer-entrepreneur instead of the defective Goods. If the defect relates only to a separable part of the Goods, only the defective separable part of the Goods shall be delivered to the Buyer Business. If the defects in the Goods or separable part thereof cannot be remedied by any of the above methods, the Seller shall be entitled to replace the defective Goods or separable part thereof with other Goods or separable part thereof having the same or better characteristics than the Goods or separable part thereof being replaced.

4.7.

The Seller shall refuse to remove the defect if it is impossible or unreasonably costly to do so, particularly in view of the significance of the defect and the value that the Goods would have without the defect. If it is not possible to repair or replace the Goods or to deliver Goods with different parameters according to clause 4.6. or the Seller refuses to remove the defect according to the previous sentence, the Buyer-entrepreneur is entitled to withdraw from the contract or to demand a reasonable discount from the purchase price. However, the Buyer Entrepreneur may not withdraw from the contract if the defect in the Goods is insignificant. If the Buyer Entrepreneur withdraws from the contract, the Seller shall refund the purchase price to the Buyer Entrepreneur without undue delay after he has received the Goods or after the Buyer Entrepreneur has proved to him that he has dispatched the Goods.

4.8.

The Seller is entitled to decide that the nature of the claimed defect requires its assessment by a qualified third party, while the time of such assessment does not affect the Seller's obligation to settle the claim within the agreed time limit. The costs of such professional assessment of the claimed defect shall be borne by the Buyer-entrepreneur in the event that it is established that the defect is caused by damage to the Goods by the Buyer-entrepreneur, such costs consisting in particular, but not exclusively, in the postage and fees of the professionally qualified person for such assessment of the defect.

4.9.

In cases requiring the Goods to be sent abroad for warranty repair, the claim procedure time is extended to sixty (60) working days. In the event that this period expires in vain, it shall be deemed that the Goods cannot be repaired and the provisions of clauses 4.6 and 4.7 of this CPME shall apply accordingly.

5. THE APPLICATION AND HANDLING OF A CONSUMER BUYER'S COMPLAINT

5.1.

The rights under the warranty are exercised by written notice delivered to the Seller. Such notice shall include the designation of the Goods, the date of purchase, the invoice or delivery note number, a detailed description of the defect in the Goods, the name and email address or telephone number of the individual who handles the matter on the part of the Buyer Consumer.

5.2.

With the notification according to the previous paragraph, the Buyer Consumer shall always deliver to the Seller a copy or original of the invoice or delivery note. The Seller shall not be obliged to initiate the processing of the complaint until the documents referred to in the previous sentence have been submitted.

5.3.

Complained Goods must be sent to the Seller in suitable packaging and in principle complete, i.e. with all components. Incomplete Goods sent may be grounds for rejection of the claim.

5.4.

To expedite the settlement of the claim, the Buyer Consumer shall send the claimed Goods covered by the warranty to the address of the Seller's service center:

mivvy a.s.
Jirotova 375
336 01 Blovice.

5.5.

The Seller shall bear the costs associated with the acceptance of the claimed Goods only up to the amount of the normal price.

5.6.

The Seller is obliged to inspect the claimed Goods within five (5) working days from the date of delivery and to decide on the claim within thirty (30) days from the date of the claim. The Seller is entitled to have the defect of the claimed Goods assessed by a third expert person appointed for this purpose. In this case, the Seller shall inspect the claimed Goods and decide on the claim within thirty (30) working days, and the

Seller and the Consumer Buyer have agreed on a time limit of sixty (60) days to settle the claim. The Seller shall issue to the Buying Consumer, when the claim is made, a written confirmation of when the Buying Consumer exercised the right, what is the content of the claim and what method of claim settlement the Buying Consumer consumer requires and the Buying Consumer's contact details for the purpose of providing information on claim settlement.

5.7.

If the Goods have defects covered by the warranty, regardless of whether it is a material or immaterial breach of the purchase contract due to defective performance, and the right of liability for defects has been duly exercised by the Buyer Consumer, the defects of the Goods will be eliminated by the Seller by repair or the Buyer Consumer will be delivered new Goods instead of the defective Goods. If the defect relates only to a separable part of the Goods, only the defective separable part of the Goods will be delivered to the Buyer Consumer. If the defects in the Goods or their separable part cannot be remedied by any of the above methods, the Seller is entitled to replace the defective Goods or their separable part with other Goods or separable part with the same or better parameters than the Goods or their separable part being replaced.

5.8.

The Seller shall refuse to remove the defect if it is impossible or unreasonably costly to do so, particularly in view of the significance of the defect and the value that the Goods would have without the defect. If it is not possible to repair or replace the Goods or to deliver Goods with different parameters according to clause 4.6. or refuses to remove the defect according to the previous sentence, the Buyer Consumer is entitled to withdraw from the contract or to demand a reasonable discount from the purchase price. The Buying Consumer is also entitled to withdraw from the contract or to demand a reasonable discount if the defect is repeated, the defect is a material breach of contract, or it is evident from the Seller's statement or the circumstances that the defect will not be remedied within a reasonable time or without substantial difficulty for the Buying Consumer. However, the Buying Consumer may not withdraw from the contract if the defect in the Goods is insignificant. If the Buying Consumer withdraws from the Contract, the Seller shall refund the purchase price to the Buying Consumer without undue delay after the Buying Consumer has received the Goods or the Buying Consumer has proved to the Seller that he has dispatched the Goods.

5.9.

The Seller is entitled to decide that the nature of the claimed defect requires its assessment by a qualified third party, in such cases, the Seller and the Buyer-consumer agree to negotiate a specialised assessment and a longer period of time for processing the claim. The costs of such professional assessment of the claimed defect shall be borne by the Buyer Consumer in the event that it is established that the defect is caused by damage to the Goods by the Buyer Consumer, such costs consisting in particular, but not exclusively, in the postage and remuneration of the professionally qualified person for such assessment of the defect.

5.10.

In cases requiring sending the claimed Goods abroad for warranty repairs, the Seller and the Buyer Consumer agree to extend the deadline for processing the claim to sixty (60) working days. In the event that this period expires in vain, it shall be deemed that the Goods cannot be repaired and the provisions of clauses 5.7 and 5.8 of this CPME shall apply mutatis mutandis.

6. GENERAL AND FINAL PROVISIONS**6.1.**

The Seller shall send back the unjustifiably claimed Goods to the Buyer at the Buyer's expense. In the case of an unjustified claim, the Buyer shall reimburse the Seller for the costs of handling and postage. The Seller shall inform the Buyer without undue delay of any fact that the claimed Goods are not subject to warranty, together with a proposal for a repair budget as out of warranty. If Buyer does not agree to the budget within three (3) business days, Buyer shall be deemed not to have agreed to the repair. In such case, the procedure under this clause shall be followed accordingly.

6.2.

Within the period for consenting to the out-of-warranty repair budget, the Buyer is also entitled to ask the Seller for ecological disposal of the product. If the Buyer does so within the aforementioned period, the disposal will be carried out at the Seller's expense and the Seller will not claim any compensation from the Buyer.

6.3.

After settling the claim, the Seller shall issue the Buyer with a confirmation of the date and manner of settlement of the claim, including, if applicable, confirmation of the repair, and the duration of the claim, or a written justification for its rejection.

6.4.

The warranty does not apply to any accessory or part of the Goods not supplied by the Seller and/or not supplied as standard with the Goods.

6.5.

The Buyer's assertion of a claim against the Goods by the entrepreneur, until the defects are removed, does not affect his obligation to pay the purchase price in full to the Seller within its due date.

6.6.

The Seller shall not be liable for indirect damages of any kind (e.g. lost earnings, fines) and incidental costs (e.g. freight surcharges, legal representation). The Seller shall also not be liable for the Buyer's obligations under its liability for defects to other contracting parties and for losses or costs incurred by other contracting parties in connection with a change in the Seller's sales portfolio, in particular a change or withdrawal of a product from the offer.

6.7.

In the event that the purchase contract of the sold Goods was concluded through an on-line marketplace service (Allegro, etc.), the method and conditions for claiming defects in the Goods and for claiming under the quality guarantee are governed by the terms and conditions of the on-line marketplace. Insofar as the terms and conditions of the online marketplace do not regulate certain aspects of the claim for defects in the Goods and the exercise of claims under the quality guarantee, the corresponding provisions of these CPME shall apply.

6.8.

This CPME shall take effect on August 15, 2023 and shall supersede all previous Seller's Complaint Procedures.

6.9.

This document has been translated into English for informational purposes only. In case of a dispute about the interpretation of the text in the document, the Czech version shall prevail.

mivvy a.s.