

IZOLAS s.r.o. COMPLAINTS PROCEDURE

effective from 1 July 2026, governed by the provisions of the Czech rep. Civil Code No. 89/2012 Coll.
(hereinafter referred to as the “New Civil Code”)

1. General Provisions.

These Complaints Procedure Rules contain information on the conditions, scope and method of exercising rights arising from liability for defects in goods supplied to the buyer by IZOLAS s.r.o.

1.1. A complaints procedure is defined as the process of making a claim arising from defects in the goods supplied.

1.2. The seller is IZOLAS s.r.o. – registered office at Sklenářská 643/7, 619 00 Brno

1.3. The buyer is a person who is or has been in a contractual relationship with the seller, i.e. who has entered into a contract with the seller for the purchase of goods or the provision of services.

2. Warranty period

2.1. The duration of the warranty period is set out in the General Terms and Conditions of Sale and Delivery for the Sale of Goods and Services of IZOLAS s.r.o. (hereinafter referred to as the ‘GTC’). For goods for which the buyer has paid the purchase price in full, the seller provides a quality guarantee for a maximum period of 24 months, which runs from the date of acceptance of the goods by the buyer, or, if the buyer was in default of accepting the goods, from the date on which the goods were ready for handover to the buyer.

3. Conditions for exercising rights arising from liability for defects in goods

3.1. The buyer shall submit a complaint regarding defects in the goods (hereinafter referred to as a ‘complaint’) in writing to the delivery address of the company’s supplying plant (see below), either by post or electronically, accompanied by the delivery of the goods subject to the complaint.

3.2. If it is not possible to present the goods subject to the complaint because they have been incorporated into another item or for any other reason, the buyer shall send the seller photographic documentation of the goods, from which it will be possible to unambiguously and verifiably identify the goods, determine the defect and reasonably ascertain its cause. In the notice of complaint regarding a defect in the goods, the buyer shall specify the location where the goods have been incorporated and shall ensure that the owner of that location (the relevant property) grants entry or access to the goods subject to the complaint, within the timeframe and on the date agreed with the seller. The buyer is obliged to provide the seller with the necessary cooperation for the purpose of ascertaining the condition of the goods.

3.3. A complaint must be lodged:

3.3.1. in the case of obvious defects (such as discrepancies in quantity, composition, colour or dimensions; mechanical damage such as cracks, broken glass, damaged edges, external scratches, etc.), during the inspection of the delivered goods, which the buyer is obliged to carry out upon receipt of the goods, and any defect must be noted on the delivery note;

3.3.2. in the case of hidden defects or those arising during the warranty period, without undue delay, and no later than 15 days after the buyer discovers the defect.

3.4. If the buyer fails to inspect the goods or fails to arrange for such an inspection at the time of the transfer of the risk of damage to the goods, or within the time limit specified in paragraph 3.3. above, the seller cannot recognise a claim arising from liability for obvious and recognisable defects.

3.5. The seller shall not be liable for defects in the goods which were or ought to have been known to the buyer had they exercised due care, or which could have been detected at the time of the transfer of the risk of damage to the goods or after such transfer, or where the goods have undergone:

3.5.1. a change in its natural physical, chemical and other objective properties which it possessed at the time of manufacture, nor changes occurring in the future as a result of natural physical and chemical processes,

3.5.2. changes to any of the components arising from their relative movement due to their technical design, which are caused by differences in the hardness of these components,

3.5.3. as a result of incorrect storage, handling or assembly of the products following their delivery,

3.5.4. damage occurring after the risk of damage to the goods has passed to the buyer as a result of external events; or

3.5.5. in cases where the buyer or its subcontractor has used, during handling, assembly, installation, etc., material that is not compatible with the materials of the product supplied by the seller,

3.5.6. in cases excluded due to the specific properties of glass products (e.g. the effect of thermal shock, the effect of nickel sulphide in tempered glass, etc.).

4. Complaints Procedure

4.1. Goods returned under a complaint must be clearly marked by the buyer as 'COMPLAINT', and the notification of the complaint must contain the following details: the buyer's trading name or the first name and surname of the individual buyer; a clear and unambiguous description of the defect in the goods; the seller's order number (as stated on the label), or, where applicable, the buyer's order number or the delivery note or invoice number, specifying the item number of the goods exhibiting the defect, the location of the goods (if relevant), the contact person for negotiations, and the date, first name and surname of the person submitting the complaint.

This information must be affixed to the goods subject to the complaint in such a way that it is not damaged and does not become illegible, even under adverse weather conditions. We recommend using a permanent marker or a sticker. The buyer shall confirm receipt of the goods subject to complaint to the seller on the delivery note. If the goods are not marked in the manner specified in this paragraph 4.1, the seller has the right to refuse to accept the goods subject to complaint sent in this way.

4.2. The choice of the appropriate remedy under liability for defects in the goods rests with the seller. In the event of a non-material breach of contract, the buyer is not entitled to new goods; however, the seller may offer the buyer a discount commensurate with the value of the goods or withdraw from the contract.

4.3. The period for settling a complaint, subject to the above conditions, is 30 calendar days and shall commence only after the goods subject to complaint have been delivered to the seller or after the seller has inspected the goods on site. Should the goods subject to the complaint not be delivered to the seller for assessment, or should the location where the goods are installed, etc., not be specified (if, for valid reasons, it cannot be delivered to the seller) by the end of the following month from the date the complaint

was lodged in writing, the complaint shall be deemed unfounded, unless the parties agree otherwise in writing.

4.4. The seller may waive the requirement for the delivery of the goods subject to the complaint if the buyer submits photographic evidence from which it is possible to clearly and verifiably identify the goods, determine the defect in the goods and determine its cause. The seller reserves the right to decide whether to accept the photographic evidence and shall inform the buyer of its decision within 5 working days of receiving such photographic evidence.

4.5. For customers who have concluded a Framework Purchase Agreement with the seller, once a complaint has been received, the goods subject to the complaint are immediately put into production and subsequently invoiced to the buyer as a replacement delivery. In this case, the seller proceeds in the same way as for a new order. If the buyer's claim arising from the complaints procedure is upheld, the invoiced costs are reimbursed to the buyer in full, up to the value of the goods subject to the complaint, by means of a credit note against the original goods. Should the seller reject the complaint, the complaint shall be treated as a new order; on the date the seller notifies the buyer of the rejection of the complaint, the new order is confirmed and the seller is entitled to payment of the purchase price for the replacement goods. Any other claims by the buyer arising from the seller's liability for defects in the goods and for compensation for damage are excluded.

4.6. The seller shall decide on the complaint within the time limit specified in paragraph 4.3 at the latest, unless a different time limit is agreed in writing with the buyer. The time required for a professional assessment of the defect, depending on the type of goods or service, shall not be included in this period.

4.7. The Seller's decision to reject a complaint shall be notified to the Buyer in writing (by electronic means or, where applicable, by post).

4.8. Once the buyer has been notified that their complaint regarding the goods has been rejected, the buyer is obliged to collect the goods in question from the location to which they were delivered within 5 working days. If the buyer fails to collect the goods subject to the complaint even within a further period of 10 working days, they hereby authorise the seller to dispose of the goods in an environmentally responsible manner.

4.9. If the seller rejects the complaint regarding the goods and the complaint is not upheld by a final court decision, the buyer is not entitled to a refund of the costs incurred for the replacement goods, and the seller is entitled to charge the buyer for the costs associated with assessing the complaint or any other costs (tests by independent testing laboratories, travel expenses, etc.).

5. Final Provisions

5.1. When assessing the validity of a complaint, the following shall apply: the current version of the Civil Code No. 89/2012 Coll., the applicable standards setting out the technical requirements for goods (ČSN-EN) and the Seller's documents (e.g. VODP; Tolerance Guide; Basic Guidelines for the Transport, Handling and Storage of Glass; Basic Guidelines for the Installation of Glass and other relevant applicable documents).

5.2. These Complaints Procedures shall come into force and effect on 1 July 2026. Any previously issued complaints procedures shall cease to be valid on that date.

5.3. Further warranty conditions and the rights and obligations arising from liability for defects are governed by the Seller's current General Terms and Conditions of Sale.

5.4. Contact details for the complaints department: Sklenářská 643/7, 619 00 Brno,
Czech Republic Email: reklamace@izolas.cz

5.5. This Complaints Policy has been prepared in Czech and English language versions. In the event of any discrepancy, inconsistency or difference in interpretation between the Czech and English versions, the Czech version shall prevail.

Radomil Valeš, MSc.

Managing Director, Authorised Signatory