

PRINCIPLES OF HANDLING COMPLAINTS, SUGGESTIONS, AND CLAIMS (COMPLAINTS PROCEDURE)

I. General Provisions

Company: MATISTOTELES s.r.o., Company ID No. 24592269, with registered office at Římská 1222/33, Praha 2 – Vinohrady, Post Code 120 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 443776 (hereinafter the “*Seller*”), issues, in accordance with Section 13 of Act No. 634/1992 Coll., on Consumer Protection, and with the relevant provisions of Act No. 89/2012 Coll., the Civil Code, this Complaints Procedure. By means of this document, the Seller **informs the consumer of the conditions and method of lodging complaints** regarding delivered goods or provided services, including information on the place for lodging a complaint, and on the method of handling complaints and suggestions.

Buyer (Consumer): A natural person – consumer – who concludes a distance contract with the Seller via the e-shop (see the Seller’s GTC). For the purposes of this Complaints Procedure, a **consumer** is understood as any individual acting outside the scope of their business activity or independent profession (§ 419 of Act No. 89/2012 Coll., Civil Code). If the Buyer provides their Company ID No. (IČO) in the order, it is assumed that they are acting as an entrepreneur; in such a case, liability for defects and the complaint process are governed by the relevant provisions of the Civil Code, and not by special consumer protection regulations. This Complaints Procedure governs the relations between the Seller and a Buyer–consumer when exercising rights from defective performance (claims for defects).

Availability of the Complaints Procedure: The Complaints Procedure is available on the Seller’s website www.matistoteles.cz (hereinafter the “*Website*”), in a form that allows its storage and reproduction. The Seller also provides this document to the consumer in text form upon confirmation of contract conclusion (for example, by email as an attachment). **By placing an order**, the Buyer confirms that they have acquainted themselves with this Complaints Procedure.

Definitions of Terms:

Complaint means the exercise of a right arising from the Seller’s liability for defects in the goods or services provided by the Seller. A defect is understood to mean that the goods, upon takeover, do not have the properties agreed or usually expected, are not fit for the purpose for which they are usually used or for which they were agreed, or have legal defects.

Resolution of a complaint means the conclusion of the complaint procedure by one of the following methods: elimination of the defect (repair), replacement of the goods with new goods, provision of a **reasonable discount** on the purchase price, refund

of the purchase price upon withdrawal from the contract, or **justified rejection** of the complaint.

Complaint or suggestion means an expression of the Buyer's dissatisfaction with the Seller's services, or a suggestion for improvement, which does not fall under a complaint about defects in purchased goods. The Seller accepts such complaints and suggestions and handles them in a manner similar to complaints about goods (see below).

This Complaints Procedure is **binding on both the Seller and the Buyer** and forms an integral part of the contractual arrangement between them.

II. Procedure for Lodging a Complaint (Rights from Defective Performance)

If the Buyer is delivered **goods with a defect**, or if a provided service exhibits deficiencies, the Buyer has the right to lodge a complaint. The Buyer is obliged to point out (notify) the discovered defects to the Seller **without undue delay** after discovering them. Lodging a complaint within a reasonable time after detecting a defect is important for the proper ascertainment of the condition of the goods and the assessment of the complaint; a delay in notifying the defect may result in consequences under Section 2172 of the Civil Code (for example, the impossibility to withdraw from the contract if the Seller proves that the Buyer notified the defect late).

Place and method of lodging the complaint: The Buyer shall lodge the **complaint** (for defects of goods or services) with the Seller. The primary place for accepting a complaint is the **registered office of the Seller** (given in Article I above). The Seller does not have a physical establishment for contact with customers; therefore, a complaint can be submitted in writing by post (by sending it to the address of the registered office) or **electronically by email**. For prompt handling, it is recommended to use the Seller's email address: complaints@matistoteles.cz, reklamace@matistoteles.cz (or another contact provided on the Website). A complaint may also be made by telephone via the Seller's customer service line, if one is operated; however, for proper record-keeping it is advisable to subsequently confirm the complaint in writing.

Contents of the complaint: In the complaint, the Buyer shall provide their identification and contact details (name and surname, residential or delivery address, telephone number, email). They must further **precisely identify and describe the defect** – what the defect consists of, on which product it appears, and when and how it was discovered. To facilitate the assessment, the Buyer may attach photographs of the defect or other supporting materials. The Buyer should also state **which right from defective performance they wish to exercise** (i.e. whether they request a repair, replacement, discount, or withdrawal – see Article III below). If the complaint does not contain all the above-mentioned information, the Seller may invite the Buyer to supplement it; **the complaint procedure will commence only from the**

moment complete information is delivered. If the Buyer does not provide the requested information even upon being prompted, **the complaint may be deemed unfounded**, since the Seller will not be able to assess the defect.

Confirmation of complaint receipt: When accepting a complaint, the Seller will issue the Buyer a **confirmation** (a complaint protocol) stating when the complaint was lodged, what its content is, and what method of resolution the Buyer requests. The Seller will deliver this confirmation to the Buyer **immediately** (if the complaint is lodged in person) or send it by email or post **without undue delay**, no later than within 24 hours of receiving the complaint. If it is not possible to deliver the confirmation immediately, the Seller will send it together with the notification of the complaint's resolution. (A confirmation of lodging a complaint need not be delivered if the Buyer can prove that the complaint was lodged by other means – for example, if they have an email record of the submission.)

Circumstances excluding liability: The Seller reserves the right to **not acknowledge a complaint** if the defect in the goods arose as a result of circumstances for which the **Seller is not responsible**. Typically, this includes:

- a defect caused by an **external event or force majeure** (e.g. a natural disaster, extraordinary situation, or state of emergency that prevented the Seller from fulfilling its obligations – a so-called excusing circumstance);
- a defect resulting from **incorrect use, maintenance, or storage** by the Buyer (i.e. a breach of the Buyer's obligations under the contract or the instructions for use);
- wear and tear of the goods caused by **normal use** (especially for consumable goods or goods with a limited lifespan, wear corresponding to the period of use is not considered a defect);
- a defect that the Buyer was **informed of** at the time of purchase or which, given the nature of the goods, the Buyer must have been aware of (for example, goods sold at a lower price due to a specific defect – such a defect is not subject to complaint in view of the discount that was provided).

III. Time Limits and Method of Complaint Resolution

Assessment and repair/replacement: Upon receiving the complaint, the Seller will without delay assess the validity of the complaint and decide on the method of resolution. The Seller (or a service centre authorised by the Seller) will eliminate the defect **free of charge** and within the shortest possible time necessary for expert assessment and remedy of the defect, **having regard to the nature and seriousness of the defect**. The repair or replacement of the goods will be carried out so as not to cause significant inconvenience to the Buyer, if possible **at the Buyer's location (home)**, or by sending a courier at the Seller's expense (if the nature of the goods requires transport to a service facility). If it is not possible to

eliminate the defect (if repair is not feasible) and if the nature of the defect allows, the Seller will proceed to replace the defective goods with new goods (of the same type, or by agreement with the Buyer, with a comparable type).

Time limit for resolution: The Seller will resolve the complaint **without undue delay**, but no later than **within 30 days** from the date the complaint was lodged. This maximum 30-day period applies unless the Seller and the Buyer agree on a longer period. Any agreement on an extended period for resolution must be explicit – typically envisaged in cases where the Buyer agrees to a longer repair time due to waiting for spare parts or service by the manufacturer. **If the complaint is not resolved within 30 days**, without an agreed extension, the Buyer has the same rights as if there were a fundamental breach of contract by the Seller. This means that the Buyer may **withdraw from the contract** (with a refund of the purchase price) or demand an appropriate **price discount**. (This consequence follows from Section 2171(a) of the Civil Code and Section 19(3) of the Consumer Protection Act.) In resolving the complaint, the Seller will inform the Buyer of the outcome and will issue **a written confirmation** (a complaint protocol stating the date and method of resolution). The Seller will hand over this document to the Buyer in person, or send it by registered post or by email to the Buyer's address.

Rights from defective performance (summary for the consumer): The exercise of complaints is essentially based on the consumer's rights from defective performance under the Civil Code (especially Sections 2099–2112 and Sections 2165–2174 of the Civil Code, as amended by the 2023 legislative changes). In particular, the consumer has the following **statutory rights** if the purchased goods have a defect:

Right to have the goods brought into conformity with the purchase contract: In the first place, the Buyer may request that the Seller, free of charge and without undue delay, **repair the defect** or provide **new goods** (replace the defective goods with goods free of defects). The Seller is obliged to comply with the Buyer's choice (repair vs. replacement) unless the chosen method is impossible or would be disproportionately expensive compared to the other method – this is assessed with regard to the significance of the defect and the value of the goods. If neither repair nor replacement is possible (for example, the goods are no longer produced and repair is not available), the Buyer has the right to request the discount or to withdraw from the contract, as mentioned below. The Seller shall carry out the repair or replacement **within a reasonable time** after the defect has been notified, taking into account the nature of the goods and the purpose for which the Buyer required the goods, and in such a way that no significant inconvenience is caused to the Buyer.

Right to a discount on the purchase price: If it is **not possible to eliminate the defect**, or if the **Seller does not remove the defect within a reasonable time or**

within 30 days, or if the defect **reoccurs after a repair**, or if the defect **constitutes a substantial breach of contract**, or if the Seller declares or it is evident that the defect **cannot be remedied in time**, the Buyer has the right to demand a **reasonable discount** on the price. The discount must be set at an amount corresponding to the difference between the value of the **defect-free** goods and the value of the **defective** goods actually delivered. The right to a discount arises even in the case of less serious defects, if the Buyer is not willing to accept the goods with such defects; in the case of an insignificant defect that does not hinder proper use, the Buyer cannot withdraw from the contract, but does have the right to a discount. The Seller will pay the agreed discount **within 14 days** from the exercise of this right, to the account or by the payment method by which the Buyer originally paid for the goods (unless the Buyer agrees to a different method).

Right to withdraw from the contract: An **remediable defect** (i.e. one that can be repaired or replaced) by itself generally gives rise to the right to withdraw only if it was not eliminated properly and in time. **Substantial defects** (such as those that prevent proper use of the goods or significantly reduce its value) give the Buyer the right of choice – they may request replacement, repair, a discount, or may **withdraw from the contract immediately** (the consumer is not obliged to accept a repair attempt). In the event of withdrawal from the purchase contract, the Buyer returns the goods to the Seller and the Seller returns to the Buyer the **full price** paid for the goods. Upon withdrawal, the Seller must refund all payments received from the Buyer within 14 days from the day the Seller received the Buyer's notice of withdrawal. The refund will be made using the same means of payment that was used for the original transaction (unless the Buyer agrees otherwise). The Seller also bears the **costs of returning the goods** (postage). The Buyer cannot withdraw if the defect is only insignificant (this is determined by the Seller, whereby the **burden of proof** that the defect is insignificant lies with the Seller).

Completion of the complaint procedure: When the complaint has been resolved, the Seller will issue the Buyer a **written confirmation** indicating the date and method of the complaint's resolution, including confirmation of any repair performed and the duration of the repair, or a written justification for any rejection of the complaint. This document will be delivered or sent by the method mentioned above. If the complaint was **accepted** as justified, the warranty period is extended by the period from the lodging of the complaint until its resolution (or until the Buyer was obliged to take back the item after resolution). In the event of an exchange of the goods for new goods, a new statutory liability period (24 months, unless a different period has been agreed) begins from the day the new goods are received by the Buyer. If the Seller **rejected the complaint as unjustified** and the Buyer does not agree with this outcome, the Buyer can make use of the further steps outlined below (out-of-court dispute resolution, judicial expert opinion, etc.). In the case of a

rejected complaint, the Seller has the right to charge the Buyer for any demonstrable costs of diagnostics, if it is subsequently shown that the defect did not arise due to the Seller's fault but, for example, due to incorrect operation by the Buyer.

IV. Out-of-Court Dispute Resolution

If the Buyer does not succeed with their complaint or suggestion directly with the Seller, or **is not satisfied with the manner in which it was resolved**, the Buyer has the right to turn to the relevant entity for out-of-court consumer dispute resolution. According to the Consumer Protection Act (Sections 20d et seq. of Act No. 634/1992 Coll.), the entity competent for disputes arising from purchase contracts is primarily the **Czech Trade Inspection Authority (Česká obchodní inspekce, "ČOI")**. A proposal for out-of-court dispute resolution may be submitted to the CTIA (Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, website: www.coi.cz, email: adr@coi.cz). The Buyer may also use the **online dispute resolution platform (ODR)** operated by the European Commission at <https://ec.europa.eu/consumers/odr>, especially if the Buyer is resident in a different EU Member State.

V. Final Provisions

This Complaints Procedure becomes valid and effective on **1 May 2026** and cancels all previous internal regulations of the Seller concerning the handling of complaints. **The Seller reserves the right to unilaterally change and supplement** this Complaints Procedure. The current version is always published on the Website. However, a change to the Complaints Procedure **does not apply to complaints already lodged** before the effective date of the new wording – such complaints will be concluded according to the rules in force at the time of their lodging.

This Complaints Procedure is issued in the Czech language. If it is provided in another language version, in the event of any discrepancy the Czech version shall prevail. In case of any uncertainties or questions regarding the interpretation of this Complaints Procedure, the Buyer may contact the Seller via the above-mentioned contact details.

This Complaints Procedure is part of the Seller's terms and conditions, and by sending an order the Buyer confirms that they have acquainted themselves with it.