



WARRANTY COMPLAINT PROCEDURE - VALID FROM 1 NOVEMBER 2022

applicable to any and all legal acts between DOORNITE s.r.o. (hereinafter referred to as the “Seller”)

and its contractual partners (hereinafter referred to as the “Buyer”) **in relation to warranty complaints lodged.**

I. Transfer of Risk of Defects and Damage of the Goods

1. The Seller is required to deliver goods in the quantity, quality, and design specified by the Purchase Contract and pack the goods and prepare them for transport in the manner specified in the Contract. Should the Contract not specify how the goods should be packed or prepared for transport, the Seller shall perform these steps in a manner that is typical for such goods in business contracts.
2. The Seller shall be liable for any defect that the goods show upon the transfer of the risk of damage to the Buyer even if the defect becomes evident later. This shall not affect the Seller’s obligations arising from the warranty for the goods quality.
3. Damage to the goods incurred after the transfer of the risk of damage to the Buyer shall not affect the obligation to pay the purchase price.
4. The Buyer shall check the purchase order acknowledgement within 48 hours. Later complaints shall be disregarded and eventual warranty complaints rejected.
5. The Buyer shall inspect the goods upon or right after the receipt of the goods from the Seller or carrier in order to identify any apparent defects. In the case of goods stored on pallets, the Buyer shall report any defects apparent on the pallet within 2 days as of the order acceptance and in the case of a defect identified either on the product or the product packaging, the Buyer shall make a record in the transport document and listing the damaged items of the products in the delivery note, including the scope of damage, vehicle license plate No., driver’s name and signature, and deliver a copy thereof to the Seller. The following notice “Consignment damaged, for the extent, see the delivery note” shall be entered in the transport document. In the case of door frames, the Buyer shall open the damaged box and clearly identify which part is damaged (e.g. using the drawing delivered by the manufacturer). Defects which cannot be seen due the packaging (under a cardboard or foil) shall be claimed by the Buyer later after unpacking the goods.
6. Should the Buyer fail to inspect the goods as per Section I/5, it may claim the defects only if it proves that the goods had such defects at the time of receipt.
7. Should the warranty complaint be lodged by a third party (customer, installation firm, etc.), the Buyer shall notify such party of the fact that in the case of any visible or dimensional defect identified, such defect shall be immediately documented according to this Warranty Complaint Procedure and no other activities shall be performed which might increase the extent of the damage (e.g. installation of door frames, fittings, shortening of the door, etc.).

II. Lodging the Warranty Complaint

1. The warranty complaint shall be submitted to the Seller via the web-based form on www.doornite.cz/obchodnik. The warranty complaint form shall contain specification of the goods,

description of the claimed defect, purchase order acknowledgement No. and the claimed item No. (item No. in the confirmation), and should the purchase order acknowledgement be untraceable, it shall contain the delivery note No. and the claimed item No. In the case of the door frame complaint, it is necessary to specify according to the template provided on the warranty claim portal or according to <https://www.doornite.cz/popis-dilu-zarubne/> what part it concerns.

The Buyer shall upload pictures of the claimed defect (in the case of dimensional complaints, a scale shall be attached) and a picture of the door frame nameplate (located on the packaging) or the door nameplate (located on the bottom of the door or on the cardboard packaging). A complaint shall be considered duly lodged and the complaint procedure shall commence at the moment when the Buyer notifies and demonstrates all of the above-mentioned facts to the Seller. Only the Buyer is authorised to lodge a complaint.

2. In the event of a complaint, the Buyer shall allow the Seller to inspect and take over the defective goods. Should the Buyer fail to do so, the complaint shall not be considered duly lodged. Assessment of the defects and determination of the warranty claim justification shall be based on the technical specification of the given product.
3. When assessing the warranty complaint, the Seller shall distinguish between defects in the new, just unpacked and used goods. In the case of signs of use found (drilled plates of top fittings, assembly), it is necessary to distinguish between production defects (e.g. foil coming unstuck) and defects caused by improper use not to be admitted:
 - various mechanical damage - scratches, punctures, broken hinges, broken edges, etc.
 - door wing deflection over 3 mm (measured in the inner curve) caused by improper environment with excessive or differing humidity or temperature on the two sides
 - swelling and the resulting change in dimensions with a higher level of humidity
 - blistering and cracked paint caused by spraying or condensed water
 - modification of structure (shortening, planing) shall cause the Seller's liability for any defects to extinct.
4. If the Seller manufactured the goods according to the surveying report provided by the Buyer, the Seller shall not be held liable for defects caused by an incorrect surveying report or mistakes in the report (the data specified in the surveying report shall take precedence over the data contained in the purchase order!). Recommended surveying reports are available on www.doornite.cz.
5. Should the Seller evaluate the complaint lodged as unjustified, it may require that the Buyer compensates the reasonably incurred costs related to the defect assessment and handling of the complaint.
6. The Seller shall not be held liable for defects caused by or related to incorrect installation.
7. Defects claimed by the Buyer shall not be admitted if the Buyer has failed to respect the Installation Instructions and Instructions for Use and Storage of the Goods which are provided with every product. **“INSTRUCTIONS FOR STORAGE, USE AND TREATMENT OF DOORNITE INTERIOR DOORS AND DOOR FRAMES”** These documents are published on <https://www.doornite.cz/ke-stazeni/>. In the terms of floors, it is necessary to follow the information provided on www.egger.com, Download section. The installation procedures and procedures for cleaning various types of floor are provided here.

Further, the claimed defects shall not be admitted if the goods are not handled in a manner usual for the purpose which the goods are intended for. Including but not limited to defects caused by improper transport, improper storage, usual wear and tear, use in improper environment (e.g. different environments or temperatures). The complaint shall be rejected in the case of violation of the Warranty Complaint Procedure.

The doors and door frames are produced by DOORNITE s.r.o. in accordance with ČSN 74 6401, ČSN EN 952 and ČSN EN 1530. These standards specify the acceptable tolerance for production dimensions, tolerance for overall and local unevenness and surface treatment. The surface treatment of doors and door frames is to be assessed when the door is suspended vertically, during the daylight, from the height of 1.6 m and the distance of 1 m.

III. Warranty Complaint Procedure

1. When a warranty complaint is duly lodged according to Section II, the warranty complaint procedure is initiated and the Seller shall decide whether or not the complaint is justified without undue delay, usually within 5 (five) days. Should the defect require expert assessment, that period of time shall be extended by the period of time necessary for such assessment.
2. Along with the notice of the warranty claim legitimacy, the Seller shall notify the Buyer of the method (see Section III /3.A) and assumed term for the warranty complaint settlement that is usually 30 (thirty) days. However, the term set for the complaint settlement may be longer if it is adequate with regard to the nature of the defect and the method of its elimination, the Seller's production capacities, and, in the event of repair or delivery of new goods, also with regard to the delivery terms for obtaining necessary material and other technological times necessary for making a high-quality product.
3. Should the warranty complaint be admitted by the warranty engineer, the warranty complaint shall be settled as follows:
 - a) Compensation in a form of a discount to be applied in the form of a credit note and to be determined by a flat price related to the subject product (not by a discount % of the order). In such case, the same defect shall not be claimed repeatedly.
 - b) Return of the product to the manufacturing facility for repair. Collection and transport back to the Buyer are to be arranged for by the Seller.
 - c) Delivery of a new product or the required part with precise identification according to the nomenclature **“DESCRIPTION OF DOOR FRAME COMPONENT”** <https://www.doornite.cz/ke-stazeni/> in a form of a new purchase order placed by the Buyer or the Seller and issue of a credit note for the claimed product.

In such a case, the Seller shall provide compensation in the maximum amount of the purchase price of the claimed goods excluding VAT, specified in the invoice and decreased by eventual discount provided. The warranty engineer shall determine whether the claimed product is to be returned to the manufacturing facility (credit note to be issued after the return) or to be kept by the Buyer and the credit not to be issued upon the warranty engineer's request. The credit note shall become due in 14 days and can be set off with the Buyer's receivable. The goods reported as claimed (request for collection of doors and door frames is to be sent by the Buyer electronically to the warranty engineer's e-mail reklamace@doornite.cz) shall be collected by the carrier for transport back to the Seller. The returned goods shall be properly packed to avoid damage during the transport. A sheet containing the defect description, Seller's identification, acknowledgement No. and name/code of the goods shall be attached to the goods. An alcohol marker is not suitable for identifying the defects right on the door, only on the packaging.
 - d) Withdrawal from the Purchase Contract

Other entitlements of the Buyer under the warranty are excluded!!!

4. In disputable cases, the manufacturer shall send its representative to the site where the claimed goods are available for assessment.
5. Eventual compensations or financial settlements resulting from defective performance by the Seller (e.g. compensation for product modification and various extra works associated with the warranty complaint settlement) shall be allocated according to the valid prices list of the Seller and requested in a form of precise description in the prescribed report form and remitted by a credit note after approval by the warranty engineer.
6. A failure to meet the order completion dates shall be discussed by the Buyer with the designated dealer, whereas incomplete delivery shall be handled by the Buyer directly on the warranty complaint portal www.doornite.cz/obchodnik.
7. This provision shall not apply to warranty complaints lodged by end customers which the Buyer shall handle in accordance with law and in a manner corresponding to the best business practices. Therefore, the Seller shall not assume responsibility for any payments made by the Buyer to its customers in relation to the complaint settlement and not compensate the Buyer for any handling or administrative expenses associated with the goods claimed by the Buyer's customers.

IV. Warranty for Quality

1. The warranty period shall be governed by the Commercial Code, which is 24 months and commences on the day of the goods delivery, unless otherwise specified in the Contract. The Seller undertakes that the goods delivered will be fit for the contracted or usual purpose for a certain period of time, maintaining the otherwise usual properties. In disputable cases, the manufacturer shall send its representative to the site where the claimed goods are used.
2. The warranty period shall not run for a period of time during which the Buyer cannot use the goods due to their defects (a defect preventing the use) which the Seller is liable for.
3. The goods are made from various materials (edge tapes, door surface, door frame lining, frames, etc.). All surfaces are toned to the maximum possible extent, however, perfect toning cannot be achieved in some cases. The Parties agree that a slightly different colour shade of the surfaces shall not be considered a defect and cannot be claimed as such.

V. Conclusion

1. The dealers shall settle the warranty complaints with the end customer in accordance with this Warranty Complaint Procedure.
2. This Warranty Complaint Procedure shall apply to any and all commercial and contractual relationships between the Seller and the Buyer.
3. The entity of an out-of-court handling of a consumer dispute shall be the Czech Trade Inspection Authority, see www.coi.cz.

8. In Jihlava, 1 November 2022

Approved by:


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