

## **COMPLAINTS PROCEDURE OF TOORS**

### **1. SUBJECT**

This document specifies the procedure for handling TOORS product complaints

### **2. MAKING AND SETTLING A CLAIM**

- 2.1.** Complaints must always be made in writing to TOORS CZ s.r.o., Turkova 1338, Nový Bydžov, 504 01 or electronically at the following e-mail address: [quality@toors.cz](mailto:quality@toors.cz)
- 2.2.** To file a claim, the buyer must provide the following information on the TOORS claim form:
  - number of the claimed order / position
  - a brief description of the complaint and a proposal for resolving the complaint
  - if necessary, attach additional documentation to identify the claim (photographs, drawings, etc.)
- 2.3.** The Seller must immediately initiate the resolution of the complaint, then the Buyer will receive a confirmation of acceptance / non-acceptance of the complaint, in the case of acceptance of the complaint its number and a proposal for action with an expected date of performance. If the Buyer does not receive a response from the Seller within 48 hours (especially in the case of electronic communication), the Buyer is obliged to urge the claim.
- 2.4.** In the event that new parts are required, unless otherwise specified, these parts are manufactured within the time limits for spare parts and subsequently delivered to the Buyer's headquarters
- 2.5.** At the Seller's request, the part claimed after repair must be delivered to the Seller's address within a maximum of 40 days from the dispatch of the part replacing the part claimed. This step may in some cases be replaced by a request to send other supporting documentation (photographs, etc.). In this case, the Seller will draw the Buyer's attention to this fact in the confirmation of the claim that addresses the case. If the claimed part is not delivered to the Seller within the given period of time, or the material is returned damaged, incomplete or without a copy of the claim form with a description of the defect, the material already delivered to resolve the claim will be automatically invoiced according to the price list for spare parts, without the possibility of a subsequent return and credit.
- 2.6.** In the event that a professional expert examination of the returned goods (carried out within 30 days of receipt of the defective goods) proves that the claim should not have been accepted, the Seller reserves the right to change the status of the claim from "Accepted" to "Not Accepted" and, after written justification, to additionally invoice the material supplied in the claim according to the price list of spare parts.



DOORS ARE



- 2.7.** Complaints for missing material that could not be identified immediately after receipt of the order from the carrier (HW, individual engine parts, etc.) must be made within 60 days of the date of receipt of goods confirmed on the delivery note.

### **3. THE COST OF RECTIFYING THE DEFECTS**

- 3.1.** In the case of an accepted claim and delivery of spare parts, these parts are manufactured and delivered to the buyer's company headquarters free of charge. The costs of the actual repair of the product, transport to the product and any third-party requirements are not covered by the seller.
- 3.2.** If necessary, the buyer may use material from a supplier other than the seller to remedy the defect. However, the buyer may only use material that does not affect the functional properties of the product (functionality and safety with respect to EN 13241-1). In such a case, the material used to repair the product is credited back to the seller.
- 3.3.** If the Buyer uses a material other than the material supplied by the Seller to remedy the defect and its price is higher than 20% of the Seller's price, the Buyer must consult the Seller in advance.

### **4. FINAL PROVISIONS**

- 4.1.** The Complaint Procedure is an annex to the internal company procedure S-Q-3 Complaint Handling Process and takes effect on: 27.9.2023