



Priessnitz
LÉČEBNÉ LÁZNĚ JESENÍK

WARRANTY TERMS AND CONDITIONS **(Sale of goods and services)**

Priessnitzovy léčebné lázně a.s., Priessnitzova 299 790 03 Jeseník, Company Identification No.: 451 934 52, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, File 323, (hereinafter referred to as PLL a.s.) in accordance with the Organizational Rules of PLL a.s., generally binding legal regulations, in particular Act No. 89/2012 Coll., The Civil Code and Act No. 634/1992 Coll., On Consumer Protection as amended, issues the following

Warranty terms and conditions for the sale of goods and services

The warranty terms and conditions regulate the method of communication between the client and PLL a.s. in cases where the client believes that PLL a.s. has not respected its obligations under the generally binding legal regulations during the sale of goods or the provision of accommodation, catering and other ancillary services.

The client has the right to claim with PLL a.s. those facts that are the subject of a business relationship between him and PLL a.s. in the sale of goods or in the provision of accommodation, catering or other ancillary services, in particular defects in goods and services in kind, number and quality.

In addition, the client may raise a complaint regarding behavior, misconduct, or the improper or erroneous procedure of PLL a.s. or its employees if he believes that his rights have been harmed as a result of some of the above and requests a remedy, especially a change, apology, or other form of satisfaction from PLL a.s.

I.

Method of filing a claim / complaint

1. Claims / complaints can be submitted in writing to the address of the company headquarters, orally in the establishment where the goods were purchased or the service provided, by telephone at 584 491 267 or 584 491 111 or electronically at info@priessnitz.cz. PLL a.s. has the right to request a written statement from the client if the claim / complaint cannot be resolved on the basis of oral communication. By purchasing the goods, the client confirms the acceptance of these warranty terms and conditions and undertakes to abide by them. PLL a.s. reserves the right to change these warranty terms and conditions at any time without prior notice to clients.
2. PLL a.s. is entitled to verify the identity of the person submitting the claim / complaint and to check the fact if the person submitting the claim / complaint is authorized to do so.
3. A claim / complaint made in person may be resolved on the spot or a record of its submission may be made.
4. A claim / complaint must contain information that allows unambiguously assigning the claim / complaint to a specific client, the exact description of the claimed goods or service (especially the date of claim, a description of the claimed goods or service, a description of the defect or other data), the reason for claim/ complaint, related documentation (power of attorney, receipts, etc.) listed in the Annex.
5. The Client is obliged to notify PLL a.s. of a deficiency (defect) in the sale of goods or the provision of services and claim its removal immediately after its discovery, at the latest by the date stated on the goods from the manufacturer or for foodstuffs, by the expiry date and for other products at the latest within the warranty period according to the law. The client is obliged to check, when receiving the goods, whether the packaging is damaged and the goods are damaged. The client has the right to lodge a complaint about apparent defects of the goods upon receipt, later on the apparent defect will not be taken into account. The warranty does not cover normal wear and tear of the goods or their parts caused by use. In this case, the shorter product life cannot be considered as a defect and cannot be claimed as such. The claim does not apply to defects of the goods caused by improper use of the goods. When using the purchased goods, the Client is obliged to follow the instructions and instructions for use stated by the manufacturer.
6. When claiming defective goods, the Client is obliged to present the claimed goods packed in the original packaging or properly packed, with a receipt or tax document or warranty card. When making a claim for accommodation services, the client is obliged to submit a tax document, the client's bill or an order confirmed by

PLL or a voucher, coupon or proposal for stay. When claiming catering services and ancillary services, the client is required to present a receipt.

7. PLL shall issue a confirmation of the claim for a client who claims a defect of the goods and requests its repair, specifying the date of receipt of the goods for repair, the content of the claim, the method of handling the claim, further confirmation of the repair and its duration, or a written justification for rejecting the claim.

II.

Method of handling claims

1. The complaint filed by any of the above methods will be recorded by the employee of PLL a.s. who received the complaint immediately after its receipt in the "Claim, Complaint" folder, which is stored on a common disk.
2. Each claim is handled by PLL a.s. without unnecessary delay, while the maximum period for settling the claim, including the removal of the defect, is 30 days from the delivery of the claim to PLL a.s., unless the seller and the client agree on a longer period. The time required for the expert assessment of the defect is not included in the time limit for settling the claim.
3. If it is not possible to settle the claim immediately, PLL a.s. is required to inform the client in writing of this fact, stating the reason for the extension of the deadline and the expected date of settlement of the claim.
4. The claim is handled by an authorized employee of the Sales Department of PLL a.s. If the defect is removable, the goods will be repaired, if repair is not possible and the nature of the defect does not prevent normal use, the seller and the buyer can agree on a reasonable discount on the price of the goods. In case of a discount, this defect cannot be claimed later. If the defect is irremovable and prevents the proper use of the item, the defective goods can be exchanged for non-defective goods of the same kind, or the buyer can withdraw from the contract and PLL a.s. refunds the purchase price.
5. A claim is considered settled by a written communication of the result of the claim investigation to the client. The communication shall contain a clear, correct and objective conclusion and shall state whether the claim was justified or unjustified and the reasons for that conclusion.
6. If the client is not satisfied with the proposed procedure for resolving a claim, he / she can request in writing that the complaint be re-examined by the section of the company director. Further processing of claims shall be performed in accordance with Section 2099 et seq. of the Civil Code.

III.

Method of handling complaints

1. Receipt of the complaint is recorded by PLL a.s. in the "Claims, Complaints" folder, which is stored on a common disk and informs the director of the company of the receipt of the complaint.
2. For resolving complaints, PLL a.s. shall always apply a procedure appropriate to the situation, subject to compliance with generally binding legal regulations and internal standards ISO 9001: 2015.
3. When dealing with complaints, PLL a.s. shall proceed in the manner specified for handling claims in OS-P-08 Management of claims and complaints.

IV.

Final provisions

1. This warranty terms and conditions are valid and effective from 1.8.2019.
2. The warranty terms and conditions are available to clients at PLL a.s. premises where goods are sold or accommodation, catering or supplementary services are provided and on the PLL a.s. intranet.

In Jeseník on July 31, 2019

Ing. Roman Provazník
Director of the company

Responsible employee: Ing. Kateřina Tomášková