



Complaint Code

This Complaint Code applies to glass closures VINOLOK and their optional accessory (fixing element, print).

1. Basic Definitions

Seller:	VINOLOK, a.s.
Customer:	Buyer of Closures
Complaints:	Application of claims for the reason of quantity or quality defects of Closures
Defect Notification:	A written report on defects of Closures with specification of the number of missing Closures (in the case of a quantity complaint) or description of manifestations of their quality defects (in the case of a quality complaint)
Deadline for Defect Remedy:	Specification of the deadline within which the complaint is to be settled. The deadline is max 30 days and begins from the day of delivery of the Defect Notification. If in the case of a quality complaint the Seller asks the Customer for return of the defective Closures within 10 days from the Defect Notification then this 30-day deadline shall start from the date of takeover of the defective Closures by the Seller.
Price of goods:	The amount paid by the Customer to the Seller for the delivered Closures
Closure:	Glass closure VINOLOK with sealing ring and potential print and fixing element
Basic package:	Paper box (carton) with 480, 420 or 280 pieces of Closures

2. Complaint Conditions

2.1. Quantity Complaints

The preconditions of a quantity complaint include a check of the quantity of the Closures by the Customer in the shipment location without undue delay after delivery of the Closures to the Customer. Within 10 days from the delivery of the Closures the Customer shall be liable to deliver to the Seller the potential Quantity Defect Notification. Any later quantity complaint will not be accepted. If the quantity complaint is justified, the Seller shall be liable to supply the missing Closures to the Customer within the Deadline for Defect Remedy.





2.2. Quality Complaints

2.2.1 The right following from the quality defect liability for the Closures shall be applicable by the Customer with the Seller by Defect Notification delivered to the Seller without undue delay after detection of the defect(s) but no later than on the last day of the specified warranty period. Any later quality complaint will not be accepted. The specified warranty period for the Closures is 24 months from their delivery to the Customer.

If the subject of a quality complaint concerns damage to the outer package or another defect detectable by visual inspection of the Closures then the Defect Notification concerning these defects must be delivered by the Customer to the Seller within the deadline for Quantity Defect Notification and no later complaint will be accepted.

2.2.2 For a complaint to be accepted as justified the following conditions must be fulfilled:

The Basic Package containing at least 2 Closures with a one of the following defects:

- Visibly missing material
- Visible surface impurities
- Visible tears and cracks
- Visible Surface folds
- Damaged ring
- Damaged fixing element
- Damaged decoration

The subject of a justified quality complaint may also include the packaging if it is clearly mechanically damaged or contaminated by materials unsuitable for the food industry. Closures must be stored at the Customer so that their quality is not damaged. They must be stored at in a dry, enclosed place. The packaging material must not be polluted or contaminated by strange odors during storage.

2.2.3. A justified quality complaint will be settled by a mutual agreement between the Seller and the Customer in one of the following forms:

By remedy of defects of the Closures with no charge to the Customer (including potential remedy of a packaging defect if it is the subject of the complaint) or by supply of faultless Closures in replacement for the defective ones within the Deadline for Defect Remedy, or

If the complaint cannot be settled in the way specified under letter a) above the Seller shall grant to the Customer an adequate discount from the price of the goods.

If the Seller and the Customer do not find an agreement on the form of settling such quality complaint immediately after the notification of a justified quality complaint, than the Seller shall choose the form of settling the quality complaint at its sole discretion and the Customer shall be notified about the chosen form of settlement by the Seller within 15 days from the beginning of the





Deadline for Defect Remedy. The Seller and the Customer may also agree on withdrawal from the purchase contract concerning the defective Closures. In such case the Seller will refund to the Customer the whole paid Price of goods against takeover of the defective Closures from the Customer.

3. Final Provisions

A justified quality or quantity complaint shall only be a complaint acknowledged and accepted by the Seller. If the Seller decides to reject a complaint the Customer must be informed about that by letter, facsimile or e-mail within 15 days from the beginning of the Deadline for Defect Remedy.

This Complaint Code is valid and effective from 1 October 2018 for an unlimited period of time.

Date: 1.10.2018

