

Claim Terms and Conditions

1. Prior to first use or putting into operation, the buyer is required to read the warranty and Claim Terms and Conditions, including any operating instructions and subsequently follow these thoroughly.
2. The warranty period is valid only if agreed upon in a respective contract or is declared by the seller on a separate warranty certificate. The guarantee shall not apply to the normal wear and tear of an item (or parts thereof) caused by use. The warranty period starts running as the buyer takes over the item.
3. The Parties' rights and obligations concerning the rights from inadequate performance shall be governed by the generally binding regulations, in particular the respective provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code"), unless another arrangement of rights and obligations arise from these claim terms and conditions.
4. Where appropriate, the buyer shall inspect the item as soon as possible after the risk of damage to the item has passed and check their properties and amount. Once the buyer finds a defect, they shall notify, without undue delay, the seller thereof and the buyer either hands the subject of performance over or upon the seller's instruction stores it or handles it in another appropriate manner so that the defect can be reviewed by the seller. Individual claims from the seller's liability for defects may be applied by the buyer only after the seller has the possibility to properly review the defects claimed.
5. In case of inadequate performance, the buyer shall be entitled to:
 - a) remove the defect by repairing the item
 - b) a reasonable discount from the purchase price, or

the buyer shall inform the seller of what rights they have chosen when reporting the defect or without undue delay after the defect has been reported. The buyer cannot change this decision without the seller's consent; this shall not apply if the seller has required a defect to be repaired which turns out to be unrepairable. If the seller fails to remove the defects within a reasonable time or notifies the buyer that they will not remove the defects, the seller may require a reasonable discount from the purchase price instead of removing the defect. If the purchaser does not exercise their right in time, they shall have the same rights as in the event of an insignificant breach of contract under Section 2108 of the Civil Code.

6. If the buyer breaches these claim terms and conditions, their rights arising from the warranty cease to exist.

7. The Parties exclude the use of Section 2108 of the Civil Code.
 8. Claims on the part of the buyer must be reported in writing to the following e-mail contacts:
 - valdman@rotas-strojirny.cz
 - klier@rotas-strojirny.cz
 - bubla@rotas-strojirny.cz
 - kubasch@rotas-strojirny.cz
- Claims must contain a detailed description of the identified defect and must be supported by a measurement protocol along with photography documentation.
9. The seller shall respond to applied claims within 2 working days from delivering the claims.
 10. The buyer shall in no way whatsoever be entitled to carry out any repair or removal of the claimed defects or to make any intervention to the item being claimed without the previous consent of the seller. However, if the buyer does so any way, they shall not be entitled to any pecuniary or property consideration and they lose the entitlement to lodge a claim.
 11. These Claim Terms and Conditions form an integral part of each contract (order, etc.). The purchaser declares that they have acquainted themselves with the Claims Terms and Conditions prior to the conclusion of the contract or in connection with negotiating about the conclusion of the contract and that they accept them without reservation.

The Claim Terms and Conditions are valid from 1 January 2018