

## RETURN POLICY

Seller: OSMONT, s.r.o., Registered Address: Hybrálec 129, 586 01 Jihlava, Czech Republic, the Company is represented by the Company's Managing Director, Milan Šenkýř, Business ID No.: 26298856, VAT Reg. No.: CZ 26298856, the Company is registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 42280, (hereinafter referred to as the "Seller").

### I. Introductory Provisions

- 1.1 This Return Policy (hereinafter referred to as the "Return Policy") is issued by the Seller and amends the mutual rights and responsibilities of the Contracting Parties that arose in relation to the responsibility for defects, warranties and returns arising from the Buyer's Agreement concluded between the Seller and a third party (hereinafter referred to as the "Buyer"; the Buyer and the Seller are further mutually referred to as the "Contracting Parties" or each party independently as the "Contracting Party").
- 1.2 The rights and responsibilities of the Contracting Parties regarding the Seller's responsibility for defects, including the Seller's warranty responsibility for defects and the Seller's warranty responsibility, are generally governed by the binding regulations, namely Act No. 89/2012 Coll., the Civil Code.
- 1.3 This Return Policy amends all procedures when applying the rights described, unless stated otherwise by the relevant Buyer's Agreement with the Buyer.

### II. Warranty Periods

- 2.1 The Seller provides a 60-month warranty from the date of sale for all incandescent and LED luminaries (pursuant to Section (§) 2165(1) of the Civil Code).
- 2.2 The Seller provides a 24-month warranty from the date of sale for luminaires with fluorescent lamps.
- 2.3 The Seller provides a 24-month warranty from the date of sale for motion sensors and emergency inverters.
- 2.4 The Seller provides a 12-month warranty from the date of sale for accumulators.
- 2.5 Osmont lighting has to be used under relevant conditions and in the environment for which it is intended – pursuant to Czech Technical Norm ČSN EN 60598-1. The lighting, including the components, cannot be exposed to any mechanical strain or damage (especially impact).

### III. Subject Matter of the Return

- 3.1 The Buyer may return the purchased goods if one of the following situations occurs with the product:
  - 3.1.1 Damaged light shade – a broken or otherwise damaged shade. The Seller reserves the right to not accept the return if the shade is damaged as a result of failure to comply with the conditions for manipulation with the goods after they are taken over by the Buyer.
  - 3.1.2 Visual effects (bubblers in the enamel or unevenly distributed enamel) commonly occur on the glass diffusers. This occurrence is a common phenomenon, which is caused by manual glass production. This phenomenon cannot be eliminated during production. The reason for this return is only if the Seller acknowledges that there is an excessive occurrence of this effect on the goods or if the enamel on the shade is improperly distributed.
  - 3.1.3 Metal or plastic parts of the lighting – mechanically damaged parts of the lighting or the non-homogeneous colour for the surface treatment of these parts.
  - 3.1.4 Electronic components of the lighting and Osmont LED systems – malfunctioning or defective components caused by the improper functioning of the lighting are only subject to return if the assembly and maintenance conditions were followed pursuant to the enclosed instructions for the proper use and assembly of the lighting. The return does not apply to damage which was caused by incorrect mechanical manipulation with the lighting, incorrect electrical connection of the lighting, over-voltage, etc.

#### IV. Fulfilment of the Warranty

- 4.1 If one of the facts mentioned in Point III occur within the warranty period, the Buyer has the right to request that the Seller immediately take corrective measures to bring the goods back to the proper state. The situations are dealt with in the following manner:
- A) Exchange the defective part or the whole product for a new one (identical product).
  - B) Repair the defective part or the whole product so that it achieves the correct lighting status.
  - C) Exchange the lighting – only if the Seller cannot repair it or exchange the defective part or cannot offer adequate compensation for the product.
  - D) If the Buyer repairs the product incorrectly himself, the Buyer acknowledges that the Seller reserves the right to not accept the return in question.
  - E) The manufacturer reserves the right for the new lighting to deviate from the photometric features of the original lighting, within the warranty provided by the LED lighting (possibly only LED modules).

#### V. Complaint procedure

- 5.5 For every return, the Buyer first has to fill in and send a Return Protocol to the Seller's address – [reklamace@osmont.cz](mailto:reklamace@osmont.cz). The Return Protocol is available at: [www.osmont.cz](http://www.osmont.cz) in the Download section. The return will not be accepted if the Return Protocol, including the document number, is not filled in.
- 5.6 The Seller reserves the right to assess the defect that is specified by the Buyer and request that the goods be sent back to Osmont, s.r.o., so that the goods may undergo return proceedings.
- 5.7 If the cause of the return is detected even without a physical inspection of the defective goods and the goods will be exchanged for new goods, all spare lighting has to be returned to the Company's address in order for the return to be accepted.
- 5.8 The costs for disassembly, transportation and assembly are incurred by the customer (possibly the final customer). This warranty does not apply to any other costs, i.e. costs caused by improper installation or any other consequent damage to the lighting.
- 5.9 Unless otherwise stated in another Buyer's Agreement concluded between the Buyer and the Seller, the repair or exchange will be performed no later than within 30 days of the Seller receiving the defective goods and the filling in of the Return Protocol, which is available at: [www.osmont.cz](http://www.osmont.cz).
- 5.10 Once the Seller receives a correctly filled in Return Protocol, he shall send the Buyer an e-mail confirming his receipt of the return to the e-mail address stated in the Return Protocol.

#### V. Returning Goods

- 6.1 The products that the Seller offers are exclusively custom-made and the Seller reserves the right to not take the manufactured goods back from the Buyer, if there is no fault on the side of the Seller.
- 6.2 If the Seller agrees that the goods be returned to the Company's address, the Seller reserves the right to charge a cancellation fee of up to 80% of the total value of the returned goods for the returned goods.
- 6.3 The Seller shall determine the fee based on his own discretion, while taking into consideration the quantity and type of lighting being returned. The Seller shall inform the Buyer of the fee before the Buyer commits to returning the goods.

#### VII. Instructions for accepting delivery luminaires

- 7.1 Upon receipt:
- take a photo of the general view of the packaging (pallets, boxes);
  - take separate photo of the defect (crumpled, torn, etc.).
- 7.2 Note in the CMR (delivery note) about the inadequate condition of the package upon receipt.
- 7.3 Take a photo of the luminaire so that the label on a box is visible. Please take a photo of the general view of the box with the broken luminaire so that the label on the box is readable.

- 7.4 Please take photos in the following sequence:
- general view of the box with a label;
  - luminaire in an open box;
  - general view of a luminaire out of the box;
  - the damage of the luminaire.

#### **VIII. Final Provisions**

- 8.5 This Return Policy is governed by the Legal Code of the Czech Republic, namely Act No. 89/2012 Coll., the Civil Code.
- 8.6 This Return Policy will be available at: [www.osmont.cz](http://www.osmont.cz)
- 8.7 This Return Policy may be changed based on the Seller's written decision only. In such a case, the Seller undertakes to publish the updated version of the Return Policy on [www.osmont.cz](http://www.osmont.cz) within 14 days of writing such changes.
- 8.8 If some provision of this Return Policy is or becomes invalid, ineffective or unenforceable, it does not affect the validity, effectiveness or enforceability of the other Contractual Provisions.
- 8.9 This Return Policy comes into effect on 1.1. 2021.