

**TRENS SK, a. s.**

**01-02-4/2014**

**COMPLAINT RULES TRENS SK, a. s.**

Number of pages:	9
Number of enclosures:	3
Number of enclosures pages:	3
Responsibility for updating (department):	Quality Control Department
Issued by ( department):	Human Resorces Department
Issuance:	1

Validity from: August 20th, 201 2014

In Trenčín, August 20th, 2014

Submitted by:

Ing. Katarína Pallošová  
Internal Supervisor of Quality

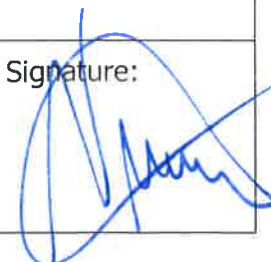
Signature:



Approved by:

**Ing. Vladimír Vrtel**  
**General Director**

Signature:



## **CONTAINS**

<b>0 Introduction .....</b>	<b>1</b>
<b>1 General Provision.....</b>	<b>1</b>
1.1 Purpose.....	1
1.2 Terms and Definitions .....	1
<b>2 External– Customers claims .....</b>	<b>3</b>
2.1 Warranty Claims Conditions .....	3
A. Warranty Terms.....	3
B. Claim Subject .....	5
C. Claim Registration.....	5
2.2 Use of Warranty .....	6
2.2.1 Process before Applaing for Warranty .....	6
2.2.2 Process of Claiming Warranty.....	6
2.2.3 Settring, Termination of Warranty .....	6

## **Enclosures**

Enclosure No. 1 Service Report

Enclosure No. 2 Warranty Registration Note

Enclosure No.3 Warranty Claim Protocol

## **0. INTRODUCTION**

The company TRENS SK, a. s., settled at Súvoz 1, 911 32 Trenčín, Company reg.: 45 525 315, incorporated in Commercial register of District Court Trenčín, Slovak Republic, Section: Sa, Insert No:1058/R (hereinafter „TRENS SK, a. s.“), follows the Complaint Rules, which are conform to the Act No. 250/2007 Z.z. regards the consumer protection in the latest wording of regulations and Collection of Civil Code No.40/1964 Z.z. in the latest wording of regulations, in the case of the goods or the machine warranty claim.

The company TRENS SK, a. s. is obligated to inform the Purchaser about the conditions, form and data of applying the claim and the execution of warranty repairs.

## **1. GENERAL PROVISIONS**

### **1.1 Purpose**

These Complaint Rules regulate all legal relations between TRENS SK, a.s. (hereinafter the „Seller“) on one side and its Purchasers/Agencies (hereinafter the „Purchaser“) on the other side, based on and in connection with claims of the Purchasers against the Seller, connected with quality and failures of the good (hereinafter „Good“) that is sold to the Purchaser by the Seller.

These Complaint Rules are in accordance with contractual documents (e.g. Purchase Agreement or Agency Contract) and regulate coverage, conditions and way of application of responsibility the failures of the good (hereinafter „Claim“) including information where and how the Claim can be claimed, and also about performance and conditions of warranty repairs.

By signing the Purchase or Agency Contract between the Seller and the Purchaser, the Purchaser agrees with conditions stated in these Complaint Rules and expresses his consent.

### **1.2 Terms and definitions**

**TRENS SK, a. s. - Seller** – company represents the Seller in legal relations, when it sells the good to the Purchaser/Agency in connection to contractual documents.

**Purchaser** – company represents the Purchaser in legal relations, when it purchases the Good from the Seller in connection with Purchase Agreement.

**Agency – Distributor** - represents the Purchaser in legal relations, when he purchases the Good from the Seller in connection with Agency Contract.

**End Customer** – a person or commercial company to whom the Good has been sold through the Agency.

**Claim** – is a written initiative of the Purchaser addressed to the Seller which submits objections, complaints, failures of the Good and claims for repair or exchange or claims incompleteness of the good.

**Valid Claim** - failure of the Good in warranty period, caused by TRENS SK, a.s. as a consequence of production, material or construction defects of delivered Good (hidden or visible) or incompleteness of delivered Good.

**Unqualified Claim** – failure of the Good caused by the Purchaser or the End Customer or a failure which is claimed after warranty period has expired.

**Prolonged Warranty Period** – warranty period agreed in writing set by contractual document, prolonged under extra conditions after mutual agreement between the Seller and the Purchaser.

**Material Warranty** – guarantees to the Purchaser, under contractual conditions, removal of the failure, which was approved by the Seller as valid claim, through delivery of necessary spare parts on the expenses of the Seller.

**Personal Warranty** – in advance agreed conditions set by contractual document which guarantees to the Purchaser removal of the failure, which was approved by the Seller as a valid claim. Expenses of the failure removal are on the Seller account.

**Service report**– written document about performed service activity (Enclosure No. 1).

**Warranty Period** – is a period stated in contractual document, throughout which TRENS SK, a. s. guarantees, at conditions stated in contractual document, to remove claimed failure at its own cost, or through service technicians of the Agency at which the conditions are stated in the contractual document.

**Warranty repair** – removal of failure caused by the Seller, arisen during warranty period, at conditions stated in contractual document at costs of the Seller. The repair is performed by service technicians of the Seller or service technicians of the Agency, as per conditions agreed in contractual document.

**After warranty repair** – is removal of failure the Good after warranty period expiration, all costs connected with failure removal are charged to the Purchaser

**Operating manual** – is a document in printed or electronic form, which is mandatory accompanying documentation of the Good at the delivery to the Purchaser. The document is also known as Operator´s manual, Operating and maintenance manual.

## **2. EXTERNAL – CUSTOMERS CLAIMS**

### **2.1 Claim conditions**

#### **A. Warranty conditions**

- The duration of warranty period is stated in the contractual document and begins its validity at the moment of the Good delivery to the Purchaser.
- Company **TRENS SK, a.s.**, (hereinafter the „**Seller**“) offers warranty on features of the Good stated by norms and technical conditions valid at the time of the sale and that it will be capable of performing the usage for which this Good is usually used for.
- For the purpose of meeting the warranty conditions stated in contractual document and in accompanying goods documentation – Operating manual, the Purchaser/Agency is obliged to act in a way to avoid harm to the Good, to carefully handle the Good and to use in only in a conditions which will not result in a temporary or definitive change in outer or inner components of the Good.
- Agency, at the moment of the receipt of the Good as per conditions of Agency Contract, takes over the responsibility for the compliance of the Good with valid technical, safety or hygienic regulations and norms valid at the time of the sale of the Good in the respective territory.
- Seller is not responsible for the defects of the Good caused as a result of not following the safety and technical instructions of the Seller mentioned in the Operating manual.
- The Seller is not responsible for the damage to the Good which occurred during transportation unless in contractual document states otherwise.
- The Seller is not responsible for the Good failures, which could have been identified during first check, especially is not responsible if the Purchaser within 7 (seven) days from delivery of the Good does not notify the Seller in writing about missing parts or mechanical damage visible at the time of delivery.
- In order to keep validity of the warranty it is necessary to follow and to record processes of the Good maintenance specified by the Seller mentioned in the accompanying document – Operating manual.
- The warranty claim cannot be accepted for the failures resulting as a case of below mentioned limitations and exclusion of the warranty:
  - for the parts of the Good which are considered, during normal operation, to be wear parts, including paint, upper layer and condition of windows, illumination bulbs, seals, etc..., respectively easy wear components listed in the accompanying document - Operating manual,
  - there were performed adjustments, repairs or non-authorized manipulations on the Good, the Good was not properly maintained or it was operated in improper way
  - the Purchaser, the End Customer, or other party performed or tried to perform changes on the Good without prior written consent of the Seller,

- there was an intervention to the Good by other party than the Seller, or service technician of the Agency.
- the installation of the Good was performed by other party than the Seller or service technician of the Agency.
- This warranty does not extend to the damage caused by outer impacts or objects which cannot be influenced by Seller:
  - the Good has been stored or used in moist, dusty, chemical or other aggressive conditions,
  - the Good has been damaged due to natural disaster or outer unpredictable forces
  - the Good has been exposed to the impact of unfavorable weather (snow, rain, sun and etc.)
  - the Good has been damaged by theft, vandalism...
- Mentioned defects are not the list of all the cases which might cause breaching the warranty conditions. If it is proved that claimed defect of the Good was caused by the Purchaser as a result of damage to the Good, improper usage, inappropriate manipulation or other breach of the warranty conditions, and the Purchaser knew or could have known about this fact, nevertheless claimed the good warranty call, the Seller is eligible to seek compensation of damage from the Purchaser.
- The Purchaser agrees to restrictions and limitations of his/her rights regarding compensation for the damages incurred, contained in this Complaint Rules, but not only in it, as part of its agreement with the Seller or his authorized Agency. Purchaser realizes and acknowledges that the price of the TRENS SK, a.s. The Good would have been higher if it would be required from the Producer to be responsible for damages and complaints outside the scope of this warranty.
- In a case of valid warranty claim the failure of the Good will be repaired in the shortest possible time, alternatively the Good will be replaced while the means of settling the claim is up to the Seller.
- In a case of selling the good to Agency, the Agency is, as per Agency Contract, responsible for performing the warranty, after-warranty service and provides for, at its own cost, issuance of certificate of service-men training. The Seller provides the Agency with material warranty only. The Seller is obliged to train the personnel of the Agency as per conditions of the Agency Contract. In a case the Agency does not ask for training the Seller is responsible for providing warranty and after warranty service on the cost of the Purchaser as mentioned in the Agency Contract.
- In a case of unauthorized warranty claim all the costs related to this warranty claim will be invoiced to the Purchaser.
- In a case of after warranty repair, the cost of repair is to be borne by the Purchaser. The cost to be estimated by the Seller prior to service intervention.
- Rights emerging from warranty (receivables resulting from warranty) cannot be forwarded to third party.

## **B. Subject of Warranty**

- Subject of the warranty claim between the Seller and the Purchaser can be:
  - the Good or its component at which the defect occurs during the warranty period and is caused by manufacturing or material defect,
  - other equipment and/or other Good which the Purchaser/Agency came into possession by purchase from the Seller at which the defect occurs during the warranty period and is caused by manufacturing or material defect,
  - spare parts which the Purchaser came into possession by purchase from the Seller at which the defect occurs during the warranty period and is caused by manufacturing or material defect,
  - service work performed by service technicians of the Seller,
  - installation work performed by service technicians of the Seller.
- In a case of the Good exchange to the Purchaser, the new warranty period begins to be valid since the date of the sending the Good to the Purchaser and in a case of parts exchange, the new warranty period begins to be valid since the date of exchange (at service intervention) or since the date of sending the spare part (by mail, courier service, personal delivery...).

## **C. Registration of Warranty**

- The Purchaser/Agency is obligated to:
  - fill in all mandatory fields in the Warranty **Registration Notice (Appendix 2)** after installation to confirm the warranty-by which warranty period of the Good is confirmed,
  - send the filled in the Warranty Registration Notice to e-mail address: [servis@trens.sk](mailto:servis@trens.sk).
- In a case of warranty the Registration form serves as a source of information for realization of the warranty / after warranty service.
- In a case of problems with the good the Purchaser is obligated to:
  - read the accompanying Good documentation – Operating Manual
  - contact the Seller, if the problem persists, by sending in the **Warranty Claim Protocol (Appendix 3)** to the e-mail address:

[servis@trens.sk](mailto:servis@trens.sk)

## **2.2 Claiming Warranty**

### **2.2.1 Process before Aplying Warranty**

- The Purchaser is obligated to inform the Seller about failures of the Good without delay immediately after the Purchaser performs first check of the good after receipt of the Good. The Seller cannot be considered as responsible especially if the Purchaser does not inform the Seller in writing within 7 days since the Good delivery about shortages of the Good or mechanical damage which could have been spotted at the delivery of the Good.
- Before claiming the warranty the Purchaser is obligated to thoroughly check whether the failures of the Good are caused by improper operating (not following the regulations and instructions mentioned in the technical conditions and in the Operating manual).

### **2.2.2 Process of Claiming Warranty**

- All Product failures must be reported to the Seller through **Warranty Claim Protocol (Appendix 3)** which is available on the website of the Seller.
- The Purchaser is obligated to fill in the Warranty Claim Protocol in which the failure must be explained in detail including a condition under which the failure occurs (this should be supported by photo or video).
- The Seller will inform the Purchaser in writing (mail, e-mail, fax) about receipt of the Claim latest next working day since its receipt.

### **2.2.3 Setting, Termination of Warranty**

- The Seller is obligated to inform the Purchaser in writing (fax, mail, or e-mail) about validity of the Claim and in a case the Claim is valid about the means of warranty claim solving, while he keeps the right for the final judgment of means of the failure repair.
- The Seller reserves the right to decide about the means of the Good failure repair.
  - by performing service intervention to repair the failure,
  - by delivery of the spare part.
- As per conditions of the Agency Contract the Seller might send, after mutual agreement with the Agency, its specialist to perform the warranty repair.
- The Seller commits himself to begin the fixing the claimed defect without undue delay after receiving the Warranty Claim Protocol.
- In a case the Purchaser/Agency does not fill any of the obligations mentioned in the Complaint Rules the Seller cannot solve the warranty claim.



- The Seller does not accept any financial compensation without prior written approval. The Seller in no case bears the responsibility for any special, side, indirect or following damages as profit loss, loss of contract, damages to property, damage to use, purchase of substitute or reliability towards third parties.
- In a case that resolving the claimed defect requires transportation of the Good to the service place of the Seller the transportation costs are to be borne by the Seller.
- Solving the valid warranty claim is finished by signing the protocol – Service Report (Appendix 1) by the Purchaser or by the person delegated by the Purchaser by which gives consent to the means of repair the claimed good failure.



**WARRANTY CLAIM NOTICE**



**REGISTRÁCIA ZÁRUKY**

**WARRANTY REGISTRATION NOTICE**

Vážený zákazník. Aby sme mohli zaviesť do našich záznamov údaje o koncovom užívateľovi stroja prosíme vás o zaslanie registračného formulára na emailovú adresu **servis@trens.sk**

Dear customer. We ask you to send to us Warranty Registration Notice to e - mail address **servis@trens.sk** to apply the datas about the end user of the machine to our records.

**Typ stroja** :  
**Type of machine** :

**Výrobné číslo** :  
**Serial No.** :

**Firma** :  
**Company Name** :

**Adresa** :  
**Address** :

**Štát** :  
**Country** :

**Dátum inštalácie** :  
**Date of installation** :

**Kontaktná osoba** :  
**Contact Person** :


**Telefónne číslo** :  
**Phone Number** :

**Názov predajcu (dávateľa)** :  
**Distributor** :

**Názov firmy, ktorá vykonala inštaláciu stroja:**  
**Name of company performed installation:**

<b>Typ záruky</b>	materiálová	áno/yes	nie/no
<b>Type of warranty</b>	personálna	áno/yes	nie/no

**WARRANTY CLAIM PROTOCOL**

		<b>WARRANTY CLAIM PROTOCOL</b>	
<b>TRENS SK, a.s.</b>	Protocol No.:		Protocol of incompatible product:
Purchaser/Supplier:			Contact (e-mail, tel., fax, GSM):
			Contact Person:
Date of submitting the warranty claim:		Purchase Contract/Order No.:	
Product/Machine type:		Machine serial No.:	
		Material No.:	
Date of dispatch/date of goods delivery:		Receipt List No.:	
Number of claimed pieces:			
Subject of warranty claim (detailed description of failure, attached photo-documentation):			
Statement of Quality Control Department - decision on product:			
Statement of Design Department:			
Warranty claim solution proposal:			
Way of resolving the warranty claim:			
Date:		Signature of responsible person:	
Notes:			