

Customer Complaints Procedure and Guarantee Terms and Conditions of OBSIDIAN a.s.

1. This Customer Complaints Procedure and Guarantee Terms and Conditions provides for the complaints procedure relating to the delivery and installation of glass constructions (“Delivery” or “Glass delivery”) of OBSIDIAN a.s., ID No. 27700526, with its registered seat at Napajedelská 220, 765 02 Otrokovice, Czech Republic (the “Supplier”) and for providing its guarantee for customers and business partners (the “Customer”).
2. The valid version of the Customer Complaints Procedure and Guarantee Terms and Conditions is published on the internet sites of the Supplier. The Supplier may amend the Customer Complaints Procedure and Guarantee Terms and Conditions from time to time. Before entering into an agreement, The Customer is obliged to make himself/herself/itself familiar with the valid version of the Customer Complaints Procedure and Guarantee Terms and Conditions as published on the internet sites of the Supplier.
3. The standard guarantee period for glass deliveries is **60 months** from the handover of the work to the Customer, unless agreed otherwise. The Supplier is liable for its delivery to be of the agreed quality and finish corresponding with the intended usage.
4. When making a glass delivery subject to provisions of Act No. 22/1997 Sb., the Supplier must state in the contract for work (or in the technical documentation or in the invoice) whether a Declaration of Conformity has been issued for the glass in accordance with this Act and its implementation regulation.
5. The Supplier's liability for defects of delivered glass is governed by the applicable provisions of the legislation of the Czech Republic, i.e. in particular the applicable provisions of the Civil Code.
6. In principal, the Customer may assert his/her/its claims arising from defective glass delivery according to whether there has been a serious breach of contract or not. If the defect can be rectified, the Supplier will rectify the defect in the form of a new glass delivery. If the defect cannot be rectified by a new glass delivery, the Customer is entitled to be granted a discount from the price of the delivery or to withdraw from the contract.
7. The Customer must inspect the delivery immediately after it has been delivered, using due professional care, and to inform the Supplier of any detected obvious defects with the delivery. The Customer must record the detected obvious defects in the delivery note. The Supplier bears no liability for obvious defects of the delivery that could have been detected by the Customer upon takeover, the existence of which was not recorded by the Customer in the delivery note.
8. The Customer must notify the Supplier of latent defects of delivered glass in writing at the latest within 3 days after he/she/it have found or could have found such defects when using due professional care. If the Customer fails to provably notify the Supplier of the existence of the defects of the glass delivery within this period, his/her/its rights arising from a product liability claim are extinguished.
9. Should the glass delivery be burdened by a defect that might cause harm to the Customer's or third parties' property or health, the Customer must inform the Supplier of this defect immediately both by phone and email. The Supplier will assess the possible risk and propose

further action. Should the Customer fail to notify the Supplier of the imminent danger in the above manner, he/she/it will bear all risks in connection with the incurred harm.

10. Complaints regarding glass delivery must include a description of the defect and a specification of the claim that the Customer asserts against the Supplier. The Customer must make photo documentation of the defect (a detailed photo of the defect and a photo from a 2-metre distance) and send it to the Supplier as an attachment to his/her complaint.
11. The complaint may also be notified to the Supplier by email or phone. However, only a complaint notification made by registered letter is considered to be a provable notification of a complaint. The burden of proof relating to proving the delivery date and the contents of the complaint is borne by the Customer.
12. The Supplier must respond to the asserted complaint of the Customer within 7 days from the notification of the complaint at the latest, unless agreed otherwise, and to process the complaint without undue delay. The Supplier will inform the Customer regularly on the processing and method of settling the claim and must declare in writing or by email whether or not it has acknowledged the defects. Should it not be possible to assess the defect on the basis of the documents sent, the Supplier will send a technician to the Customer to carry out a local inspection. In some cases, in order to properly assess the complaint, and based on the Supplier's instruction, it might be necessary for the Customer to ensure that the glass be removed from the frame.
13. In the event of a defect preventing safe use of the delivered glass, the Supplier will usually remove the defective glass and replace it with a new one. Exceptionally, when expensive or not easily available glass has been delivered, the Supplier may temporarily cover the construction gap with an oriented strand board (OSB).
14. If the Customer complains about an **aesthetic defect** with the glass, the Supplier will assess the complaint firstly according to the photo documentation and the defect description received. If there is a discrepancy to the asserted complaint or if the asserted defect is not obvious from the presented photo documentation, the Supplier will usually send a technician to the Customer in order to assess whether the defect that is the subject of the complaint violates the applicable technical standard or not. In the event that the Supplier acknowledges the complaint regarding an aesthetic defect, the Supplier shall offer the Customer a discount on the delivery price or a new replacement glass delivery. Should the complaint regarding an aesthetic defect not be acknowledged, the Supplier will offer the Customer to have the asserted complaint assessed by an available certified expert at the expense of the Customer.
15. If only a part of delivery is defective and replaced, the Supplier is liable for the defects of the repaired or replaced part of the delivery for the same guarantee period and under the same terms and conditions as applicable to the original glass delivery. The guarantee period for other parts of the delivery that have not been repaired or replaced may be extended only by a period of time equal to a period of time for which the delivery could not be used because of the defect.
16. Upon the delivery of new parts without defects, the defective parts of the delivery that have been replaced by new parts without defects as a result of the complaint procedure become the ownership of the Supplier, to the whole extent of the replaced glass delivery. The Customer is

obliged to hand over the replaced defective parts of the glass delivery to the Supplier in an unbroken condition and without having been further damaged.

17. If, after the receipt of a complaint, the glass delivery or its part that is the object of the complaint is newly delivered to the Customer based on his/her/its request, this new delivery will subsequently be invoiced to the Customer. In the event that the claim of the Customer will be found justified under the Complaint Procedure, the full amount of the invoiced costs relating to the delivery complaint will be refunded to the Customer in the form of a credit note (correction invoice). If the Supplier finds the Customer's complaint to be unjustified, the asserted complaint will be considered to be a new purchase order and the replacement delivery of glass to be the acceptance thereof.
18. The Supplier is not liable for the usual wear and tear of delivered glass and for defects caused by inadequate information or instructions given by the Customer. The Supplier is liable only for defects of the delivery arising from its usual usage and operation and is not liable for defects arising due to special usage or operation by the Customer. In the event of any doubts, the Customer is obliged to prove that he/she/it has informed the Supplier of any special conditions for the usage or operation of the delivery prior to making the contract. The Supplier is not liable for defects of the delivery caused by inadequate handling or usage, inappropriate installation or an inappropriate maintenance or repair performed by the Customer or by a modification of the delivery made by the Customer without a written consent of the Supplier. Changes in condition or properties of the delivered glass caused by the influence of physical or other natural processes, as well as some specific properties of the products mentioned below, do not constitute defects of the delivery or deterioration of its quality; for these changes, the product liability and the quality guarantee do not apply. Further, the Supplier is not liable for defects of the delivery caused by circumstances that it could not influence in any way, i.e. defects caused by force majeure.
19. If the Supplier is responsible for defects of the delivered glass, the Supplier shall bear costs in connection with the rectifying of defects of the glass, unless agreed otherwise. This also applies to any reasonably incurred costs in connection with the assessment of the asserted complaint by a certified expert under Article 14; if the complaint is found to be justified, the Supplier will subsequently refund the Customer based on his/her/its request. Should the Customer claim that the delivery is burdened by a defect that objectively does not exist, the Supplier is entitled to be compensated for the costs incurred to him as a result of this groundless complaint assertion.
20. The precondition for the validity of the Supplier's guarantee is the Customer's compliance with these Guarantee Terms and Conditions for the usage of delivered exterior and interior glass elements (insulated glass, roof lights, floors, railings, doors, panels etc.) and safety instructions:

Untempered glass – (float glass, laminated safety glass, Lacobel, mirrors) The glass should not be exposed to thermal or mechanical strain. It is especially important to avoid the so-called thermal shocks that could result in the glass panes getting broken. A possible difference in temperatures within one piece of untempered glass should not exceed 20°C.

Warning: If damaged, untempered glass will break into very sharp pieces (“glass splinters”) that present a significant risk for getting hurt!!! To remove these glass shards, always wear personal protective equipment!

Laminated safety glass – Even after breaking, the glass remains in one piece and does not present an imminent risk of injury. An exception are glass floor elements where it is necessary to leave the floor immediately after the glass (even one single element) has been broken and to notify the glass supplier as quickly as possible.

Tempered glass – Type of glass that is much more resistant to thermal or mechanical strain. This property is the result of the inner tension achieved during the production process. However, the inner tension may be quite easily disrupted by pressure applied to one point. For this reason, it is necessary to avoid any possible hits to the glass by heavy and sharp items. Due to its higher thermal resistance, tempered glass may be exposed to thermal shocks, i.e. to differences in temperatures within one piece of tempered glass of up to 40°C. When broken, tempered glass crumbles into many small blunt granular pieces which do not present an imminent danger of injury.

In exceptional cases, NiS inclusions contained in tempered glass may cause its spontaneous breakage. OBSIDIAN a.s. is not liable for such defects and they may not be a subject of complaint. As a preventative measure and upon the request of the Customer, a so-called Heat Soak Test may be carried out at the expense of the Customer. The Customer will always be made aware of the possibility to have the Heat Soak Test carried out in the price offer.

Insulated glazing – The glazing consists of two or more glass panes (see the above described types: float glass, laminated safety glass and tempered glass) separated by spacers. The cavity between the panes is filled by inert gas. The safety characteristics of insulated glazing depend on the use of the individual types of glass panes (float glass, tempered or laminated safety glass). In addition, the following rules must be adhered to:

- Immediately after the unloading of the glass transportation rack from the freight forwarder vehicle, the **belts** (or bars) securing the stability of the insulated glazing during the transport **must be loosened**, otherwise the glazing might break;
- Should the glazing be stored outdoors, it must be **covered by a canvas** in order to prevent the creation of thermal shock and the subsequent risk of breakage;
- **All labels and stickers must be removed from the glass surface** immediately after the installation; otherwise this might cause heat concentration on a small area resulting in the breakage of the glass;
- Insulated glazing **must not be covered with new stickers or have their colour additionally changed**; otherwise, local differences in temperature may cause the glass to break (as prevention, the use of tempered glasses is recommended);
- When welding or grinding near windows, **sufficient protection of the glass surface** must be ensured;
- Special caution is needed when performing construction works near glass elements, as **chemical agents contained in the construction materials may cause damage to the glass**;
- If additional use of silicon, colours, paints or solutions etc. is needed near the glass, it is necessary that the Customer contacts OBSIDIAN a.s. who will **check the compatibility** between these products and bonding agents used during the production of insulated glazing; otherwise, there is a risk of a permanent damage to the glass!
- The glass must be regularly cleaned, if possible also during the construction phase;

- The minimum permissible distance between the insulated glazing and heating units is 30 cm from the surface of the glass, under the provision that the heating medium has a maximum temperature of 65°C and the air can flow over the whole surface of the glass;
- For glazing, in particular large-format glazing, special attention must be paid **not to position dark objects (e.g. furniture) near the glazing**, as this might increase the energy absorption of the inner glass pane which could lead to an increase of local temperature and subsequent difference in glass temperature, resulting in breakage of the inner glass pane (as prevention, the use of tempered glasses is recommended).

Ironwork and framework – Only the Supplier may interfere with or modify the ironwork and framework. Warning: inappropriate handling, repair or modification may result in an imminent danger of injury!!!

Maintenance of glass elements – For the cleaning of glass elements, the usual non-aggressive types of cleaning detergents must be used. Powder-based detergents or detergents containing abrasives must be avoided (as they could result in permanent damage to the visual quality of glass and ironwork surfaces).

If you have any questions regarding the use of delivered glass, feel free to contact your Supplier - OBSIDIAN a.s. – any time!