

## Claim Procedure of Siemens, s.r.o., Digital Industries CZ

### 1. The Supplier distinguishes between claims:

- 1.1. Logistic and quantitative defects – conditions defined in point 2.
- 1.2. Return of the delivery of goods – conditions defined in point 3.
- 1.3. Functional and material defects – conditions defined in points 4 to 7.
- 1.4. Defects in projects ("contract for work") – conditions defined in point 8.
- 1.5. The provision of the contractual warranty is subject to the payment of all due obligations of the Customer towards the Supplier. If, at the time of the claim of the defect in the delivery, the Customer is in default with the payment of any of its due liabilities towards the Supplier, the Supplier is entitled to suspend the resolving of the Customer's claim for the time of the Customer's default with the payment of any of its due liabilities towards the Supplier, however, without interrupting or extending the warranty period.

### 2. Logistic and quantity defects

- 2.1. A shipment discrepancy with a purchase order caused by a logistics error in the manufacturing plant, distribution center, or carrier. These are:
  - a) transport damage;
  - b) mistake of the type of goods;
  - c) discrepancy in the quantity of goods ordered;
  - d) wrong delivery location.
- 2.2. The Customer is obliged to notify the Supplier in writing of logistical and quantity claims no later than 5 days after the delivery of the goods.
- 2.3. The Customer sends the request via e-mail: [return.shipments.cz@siemens.com](mailto:return.shipments.cz@siemens.com)
- 2.4. The Customer is obliged to provide/document in particular the following data:
  - company name, company registration number, telephone number, contact e-mail;
  - address for sending the repaired/new goods;
  - a list of the claimed goods stating the purchase order number and serial number of the goods (stated on the label on the goods);
  - a copy of the delivery note/handover protocol;
  - the time of the first occurrence of the defect, the characteristics of the defect, the place of location of the claimed goods and the Customer's contact person authorized to claim the defect;
  - photo documentation;
  - other facts relevant to the assessment of the claim.
- 2.5. The method of resolving the claim shall be chosen by the Supplier with regard to the reason for the claim, the type of goods and with regard to the highest possible level of economy and effectiveness of the chosen solution. Upon acceptance of the proposed solution, the claim procedure is considered to be completed.

### 3. Return of the delivery of goods

- 3.1. The Customer is entitled to ask the Supplier to return the delivery of goods or a part thereof without giving a reason under the following conditions. This option does not apply to software and custom designed goods.
- 3.2. Conditions of application:
  - a) The Customer shall request the Supplier in writing to return the goods no later than 5 days after receipt of the delivery of the goods via the e-mail address specified in point 3.4;
  - b) the price for one item/goods must be at least EUR 200 (or the equivalent in CZK excluding VAT);
  - c) The goods must be packed in undamaged and unopened original packaging.

3.3. The Customer is obliged to provide the following data/documents:

- company name, company registration number (IČ), telephone number, e-mail;
- the purchase order number of the Customer, or the number of the delivery note;
- a list of claimed goods, the number of pieces, including the Supplier's order number;
- photo documentation;
- other facts relevant to the assessment of the claim.

3.4. The Customer sends the request via e-mail: [return.shipments.cz@siemens.com](mailto:return.shipments.cz@siemens.com).

3.5. On the basis of the Customer's written request for the return of the delivery of the goods, the Supplier shall inform the Customer of the price at which it is able to take back the delivery from the Customer.

3.6. Within 5 working days, the Customer shall confirm to the Supplier in writing whether or not it agrees with the price offer for take-back of the delivery by the Supplier.

3.7. Subsequently, the Customer is obliged to deliver the delivery of the goods at its own expense within 10 working days according to the Supplier's instructions to the designated address – usually to the address of the Supplier's premises or production plant in the European Union, while the costs associated with transport, including packaging, are paid by the Customer.

3.8. Any return of the delivery does not affect the maturity of the invoice for the delivery. The Supplier will issue a credit note in the amount of the price for which the Delivery was withdrawn from the Customer pursuant to Article 3.2. c).

3.9. The Customer has no legal right to the return of the delivery and the Supplier is entitled to refuse to return the delivery without giving a reason.

#### 4. Functional and material defects

4.1. The Supplier provides the Customer with a contractual warranty for material and manufacturing defects of the delivered goods for a period of 12 months. The warranty period begins at the moment when the risk of damage to the goods passes from the Supplier to the Customer and ends at the end of 12 months, unless otherwise stipulated in the contract.

4.2. The Customer is obliged to report defects in writing according to point 4.3 to the Supplier without undue delay after discovering them, but no later than by the end of the contractual warranty period, and to provide the following data/documents:

- company name, company registration number (IČ), telephone number, e-mail;
- address for sending the repaired/new goods;
- a list of the claimed goods stating the purchase order number and serial number of the goods (stated on the label on the goods);
- a copy of the delivery note / handover certificate / invoice;
- the time of the first occurrence of the defect, the characteristics of the defect, the place of location of the claimed goods and the Customer's contact person authorized to complain about the defect;
- Other facts relevant to the assessment of the claim, e.g. extended warranty, decontamination protocol.

4.3. The Customer makes claims through these communication channels, while the **preferred form of submitting a claim is to fill in the contact form on the [www.siemensportal.cz](http://www.siemensportal.cz).**

Web: <http://www.siemensportal.cz>

Phone: +420 800 122 552

Email: [industry.cz@siemens.com](mailto:industry.cz@siemens.com)

4.4. Address of the workplace for sending the claimed goods due to functional and material defects:

Siemens, s.r.o.

Servisní středisko DI CZ

K Bílého vrchu 3172/22, 193 00 Praha 20

- 4.5. The Supplier shall confirm the receipt of the claim in writing to the Customer without undue delay.
- 4.6. The Supplier undertakes to remedy the legitimately claimed defect in the shortest possible time with regard to the availability of the necessary spare parts.
- 4.7. Deadlines for the removal of the defect shall be extended at least by the period during which the Customer has not provided the cooperation necessary for the proper removal of the defect.
- 4.8. The Supplier shall remedy the legitimately claimed defect by supplying either replacement goods or parts or repairing defective goods or parts, or by delivering missing goods or removing legal defects. The Supplier chooses the appropriate method of removing the defect with regard to the nature of the defect of the goods in question and with regard to the highest possible level of economy and effectiveness of the chosen solution. By removing the defect in one of the above-mentioned ways, the Customer's claim is satisfied and the claim procedure is terminated.

## 5. Limitation

- 5.1. Claims arising from the contractual warranty do not arise for the Customer in cases where the delivered goods show only minor or insignificant defects that do not affect the functionality and use of the goods by the Customer. Further in the following cases:
  - a) damage to the goods due to their use in unsuitable operating conditions (in relation to the manufacturer's intended use specified in the operating instructions) or improper installation and faulty adjustment (except in cases where improper installation, incorrect adjustment or failure to comply with the instructions given in the operating instructions was carried out by the Supplier or a person authorized by the Supplier);
  - b) non-compliance with the maintenance and operating instructions (e.g. operating and preservation regulations);
  - c) failure to use oils and lubricants according to the specifications specified in the operating regulations;
  - d) failure to comply with intervals for oil change according to operating regulations;
  - e) failure to check the condition of wearing parts by the Customer and failure to ensure their timely replacement;
  - f) damage caused by external influences, mechanical damage or damage caused by foreign objects, substances or accidents;
  - g) when the goods show signs of repair or attempted repair by a service not authorized by the manufacturer;
  - h) where the goods have been modified, rebuilt, altered or converted by a person other than the manufacturer or authorized person;
  - i) when the goods were commercially rented out;
  - j) when the serial number or nameplate on the item has been modified, altered, or removed.
- 5.2. Furthermore, the contractual warranty does not apply to components and parts that are subject to natural wear and tear due to their nature and function.
- 5.3. The Supplier is also not responsible for defects and failures of control computers or software that arise from interference with the computer operating system, installation of non-recommended software or connection of peripheral devices not approved by the Supplier.
- 5.4. The contractual warranty may be exercised exclusively by the Customer, who cannot transfer this right to a third party without the prior consent of the Supplier.

## 6. Method of resolving claims about functional and material defects

### 6.1. Replacement of goods

- 6.1.1. In order to speed up the settlement of the claim and to prevent damage associated with the defective part on the part of the Customer, the Supplier will remove the defects of the claimed goods by replacing them. The Supplier shall inform the Customer of this fact by means of

a written notification. The Supplier shall proceed in resolving the claim in accordance with the following paragraphs of this section.

- 6.1.2. The Supplier will send the Customer replacement goods that will have the same parameters and properties as the claimed goods. Within 5 working days of receipt of the replacement goods, the Customer is obliged to send the claimed goods at its own expense and risk to the Supplier's address designated for handling functional claims (according to point 4.3). The Customer is obliged to pack the defective goods in suitable and sufficiently protective packaging material, meeting the requirements of the selected method of transport of the goods, properly labeling them and attaching a copy of the confirmation of receipt of the claim.
- 6.1.3. If the Customer is delayed with the delivery of the claimed goods to the Supplier, the Supplier is entitled to charge the Customer for the price of the replacement goods, including packaging and transport according to the valid price list.
- 6.1.4. If the Supplier settles the Customer's claim by replacing the goods, the Customer's entitlements arising from or related to the claim against the Supplier are thus satisfied and the claim is terminated.
- 6.1.5. If the Supplier does not accept the Customer's claim, the Supplier shall notify the Customer of this fact in writing without delay. Within 14 days of sending the notification, the Customer is obliged to inform the Supplier whether the returned defective goods require to be sent back at their own expense or whether they agree with the scrapping of the goods. In case of not keeping the deadline, a storage fee of CZK 500 / day will be charged. If the returned defective goods are repairable under the unrecognized warranty, the Supplier will automatically provide a discount in the amount of the residual value of the defective goods, which will remain with the Supplier. This discount will be included with the price of the substitute performance from point 6.1.2.

## 6.2. Warranty Repair

- 6.2.1. If the Supplier decides on the method of resolving the claim by repair, the Customer is immediately informed of this fact. To initiate a claim procedure, the defective part must be delivered to the Supplier at the address stated in point 4.4.
- 6.2.2. If the Supplier acknowledges the Customer's claim and delivers the repaired goods to the Customer in the Czech Republic, the Customer's entitlements arising from or related to the claim against the Supplier are thus satisfied and the claim is terminated.
- 6.2.3. For the case the Supplier does not accept the Customer's claim, the procedure is set out in point 7 (Out-of-warranty repair).
- 6.2.4. The warranty period is extended for the repaired component by the period during which the Customer, through no fault of his own, could not use the object of delivery as a result of a legitimately claimed defect, however, by a maximum of 12 months for the entire warranty period.
- 6.2.5. If the Supplier finds that the claimed defect is not covered by the contractual warranty or is not a defect for which the Supplier is liable, and the Supplier has already delivered substitute performances, repaired the defective part or goods and/or provided work and services, the Customer shall reimburse the Supplier on basis of a call issued by the Supplier for payment of the costs incurred in this way from the unjustified claim.

## 7. Out-of-warranty repair

- 7.1. Based on a purchase order, the Supplier undertakes to carry out repairs of the goods delivered by him outside the contractual warranty for quality and for payment.
- 7.2. The price of the repair is based on the lump sum value of the repair of the goods or, if no lump sum is specified, an individual price offer will be prepared. Also in case the repair is not ordered based on an individual offer, the Customer will be charged the costs related to testing the goods.

- 7.3. If the goods are found to be irreparable, regardless of the lump sum or individual price offer, the Customer will be charged the costs related to the testing, return / scrapping of the goods.
- 7.4. The goods must consist only of original spare parts recommended by the manufacturer and the Supplier will use only such original spare parts for post-warranty repairs. The Supplier reserves the right not to carry out post-warranty repairs if the goods have already been handled non-professionally or if the goods have been non-professionally modified, or if they have already been repaired by an unauthorized service. Furthermore, if the cost of the repair exceeds the economy efficiency.

## 8. Defects in projects ("contract for work")

- 8.1. The Supplier provides the Customer with a contractual warranty for the quality of the work carried out by the Supplier for a period of 12 months, unless otherwise stipulated in the contract. The period begins on the day of the transfer of the risk of damage.
- 8.2. For replaced or repaired parts of the work the period for exercising rights due to defective performance is 6 months from the date of the replacement or repair, if the original period for exercising rights due to defective performance of the work has already expired. In any case, the period for exercising rights due to defective performance shall expire no later than 24 months from the beginning of the original period for exercising rights arising due to defective performance of the work.
- 8.3. The warranty does not cover:
- normal wear and tear, non-conformities caused by excessive stress;
  - damage caused by demonstrably unauthorized intervention (installation, assembly, modification, commissioning or activities prior to commissioning that was not carried out by Siemens) in the work by the Customer or operator;
  - damage caused by the operation of the work in conditions other than those for which the work was made;
  - damage caused by failure to follow the instructions and service intervals specified in the operating and maintenance manuals;
  - non-reproducible software bugs;
  - defects caused by external risks not expressly assumed by Siemens under the contract;
  - defects caused by the use of defective documents provided by the Customer itself, although the Supplier could not ascertain their unsuitability even under the effort that may be required of him, or warned the Customer of the unsuitability in advance, who nevertheless insisted on their use;
  - other functional and material defects of single goods in use referred to under point **Chyba! Nenalezen zdroj odkazů..**
- 8.4. The Customer shall file the claim in writing with the project manager responsible for the implementation of the project, or with the designated contact person, without undue delay from the discovery of the defect, but no later than by the end of the contractual warranty period.
- 8.5. In the notification or claim protocol, the Customer shall provide/document the following information:
- company name, company registration number, telephone number, contact e-mail;
  - specification of the business case – issued invoice, handover protocol, delivery note of goods;
  - the time of the first occurrence of the defect, the characteristics of the defect, the place of location of the claimed work or its part, and the Customer's contact person authorized to complain about the defect;
  - other facts relevant to the assessment of the claim.
- 8.6. The Supplier shall confirm the receipt of the claim to the Customer in writing without undue delay.
- 8.7. A duly claimed defect, which is covered by the liability for defects or provided contractual warranty, shall be removed by the supplier either by repair, new performance, provision of work or services or delivery of a missing part of the work. The method of removing the defect shall be chosen by the Supplier with regard to the nature of the defect, the highest possible economy efficiency and the effectiveness of the selected solution.

- 8.8. The possibly agreed deadline for the removal of the defect shall be extended by at least the period during which the Customer has not provided the cooperation necessary for the proper removal of the defect, i.e. in particular free access, necessary dismantling and assembly, in the case of software defects, the necessary hardware, software and operating conditions, including suitable personnel.
- 8.9. If it is found that the claim is not justified, the Customer must pay in full the costs incurred to assess the claim.

### **9. Cybersecurity**

- 9.1. The Supplier does not warrant or guarantee that the Works will be secure from Cyberthreats and does not contain any vulnerability. If software is defective, the Supplier shall only be obliged to provide the Customer with an updated version of the software in which the defect has been remedied when such updated version is reasonably available from the Supplier or, if the Supplier is only licensee, from the Supplier's licensor.
- 9.2. If the software has been modified or individually developed by the Supplier, the Supplier shall in addition provide the Customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be substantially impeded.
- 9.3. Defects will only be remedied in the latest software version provided under this Contract. Potential claims of the Customer in relation to an earlier software version shall not be affected, provided that the Customer legitimately uses a license in relation to an earlier version of the software (because the Customer has been given the option to exercise the right of use in relation to the earlier version).
- 9.4. The Supplier shall not be liable for software defects if the software is provided free of license fee and/or for validation purposes such as, e.g., trial or demo licenses or as additional programs with application examples attached to the Works.

In case of doubt the version in Czech language prevails.