

## WARRANTY TERMS – RP CLIMBING s.r.o.

All complaints are handled in compliance with the law in force [Civil Code (provisions of Act no. 40/1964 Coll., Civil Code, as amended), Commercial Code (provisions of Act no. 513/1991 Coll., Commercial Code, as amended) and Act no. 367/2000 Coll. (the Act that amends Act no. 40/1964 Coll., Civil Code, as amended)].

## WARRANTY CONDITIONS FOR END CUSTOMERS

End customer = consumer

Purchaser = consumer

Manufacturer = RP Climbing s. r. o.

Retailer = dealer, distributor

A warranty period of 24 months applies to all products.

The warranty period begins on the day when the product is received by the purchaser (if the product is not collected personally, the receipt of the product means the moment when the product is picked up from the parcel delivery company) unless the retailer and the purchaser have previously agreed otherwise.

Complaints, including defect elimination, shall be settled without any unnecessary delay within 30 days of the manufacturer receiving the complaint.

The warranty period shall be extended by the time for which the product was under warranty repair.

In the case of product replacement the purchaser shall be given a new warranty period, whose length is determined by the manufacturer in compliance with the provisions of the law in force.

Warranty terminates if the warranty period for the returned product expires before the complaint.

The delivery company is liable for defects caused by it and it is necessary to fill in the delivery company's complaint form on the spot upon receipt or not to accept delivery.

### 1. Products under warranty

The consumer shall return the product along with the receipt or invoice or another document (e.g. delivery note) or its copy proving the purchase of the product sold / manufactured by RP Climbing s. r. o.

For the returned product it is necessary to fill in the electronic or printed complaint form that can be found at [www.ocun.com/service](http://www.ocun.com/service). If necessary, the consumer may also use a form of their own. In the complaint form, the consumer shall fill in the mandatory fields and the required solution to the complaint. Otherwise the complaint will be solved in accordance with the law.

Depending on the particular kind of defect the consumer may require – in accordance with the warranty terms – that the faulty product be repaired or replaced by a new one or they may withdraw from the contract and require that the purchase price be returned to them. *(No postage or packing charges can be returned to the consumer within the complaint procedure.)*

The warranty does not apply to the wear and tear to the product caused by its ordinary use, failure to observe the manufacturer's instructions included in the instructions manual – especially by its use under such conditions that are not suitable for the particular product (e.g. unsuitable

temperatures, humidity, chemical environment or mechanical influences of the environment) –, improper treatment or lack of treatment, etc. Neither does the warranty apply if the product has been damaged by the elements or if damaged mechanically (by its falling, violent damage, etc.).

#### **Conditions of accepting products for warranty repair:**

The complaint procedure may not be begun without the properly filled-in complaint form.

The retailer may not make any repairs without the prior written consent of the manufacturer until the complaint procedure has been completed. If they do so, they may not demand the reimbursement of the repair costs from the manufacturer.

The product shall be clean, dry, sanitary and complete. Otherwise the manufacturer may return the product to the consumer immediately without beginning the complaint procedure.

Climbing shoes shall not be packed in a plastic bag because they become damp, reek and therefore are not sanitary.

It is suitable to put the product in the original packaging but the purchaser is not obligated to do so.

## **2. Sending the returned product**

The consumer may file a complaint with the retailer or with the manufacturer of the product at its premises:

**RP Climbing s.r.o.; Hrnčířská 1557, 295 01 Mnichovo Hradiště; Česká republika, or in the network of shops whose list can be provided by our customer service upon request.**

German consumers may return products to the German collecting depot:

**Mailbox.com; RP Climbing – ID3694; Dresner Strasse 9; DE-02763 Zittau; Germany.**

As a standard the services of contractual delivery companies (GP, Dachser, DPD, etc.) are used. The choice is entirely on the sender.

Returned products for which the complaint has been settled shall immediately be sent to the consumer or to the retailer to whom the consumer returned the product. For large and bulky products it is necessary to make a prior agreement about the way of transport, packing and place of delivery beforehand.

Postage for complaints shall always be paid by the sender.

If the consumer does not accept delivery of the product and does not respond to repeated requests for taking delivery, the manufacturer may charge the consumer additional costs connected with repeated delivery.

## **3. Exception in the Complaint Procedure**

An exception when the product to be returned must not be sent back to the manufacturer / retailer is the case when the product cannot be repaired – should be disposed of – and sending it to RP Climbing's complaints department for assessment would be overly expensive with regard to the price of the product (this concerns especially purchasers from countries outside the EU, from overseas, etc.)

In such a case the consumer shall fill in the complaints form at [www.ocun.com/service](http://www.ocun.com/service) and attach detailed photo documentation of the product, which must clearly show the defect.

This way of settling a complaint depends entirely on the manufacturer's assessment and may not be demanded by the consumer without the manufacturer's consent.

## **4. Complaints Settlement**

The manufacturer shall notify the purchaser / retailer of receiving the returned product and after the complaint is settled, the manufacturer shall notify the purchaser / retailer of sending the product back to them. The manufacturer shall solely use the contact information included in the complaint form.



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After proper settlement of the complaint the retailer shall also receive a settled complaint statement. That shall be kept by the purchaser for the warranty period in case another complaint is filed. If it is proved that the complaint is not legitimate (see the conditions in article 1), the manufacturer / retailer may charge the purchaser all the costs incurred in connection with settling the complaint, including postage.

## **5. Contact Information for Complaints**

Information about the progress of complaints can be obtained at the following address:

RP Climbing spol. s r.o.  
Hrnčířská 1557  
295 01 Mnichovo Hradiště  
Telefon: +420 326 211 716  
**[reklamace@ocun.com](mailto:reklamace@ocun.com)**  
**[www.ocun.com](http://www.ocun.com)**

## WARRANTY TERMS – RP CLIMBING s.r.o.

All complaints are handled in compliance with the law in force [Civil Code (provisions of Act no. 40/1964 Coll., Civil Code, as amended), Commercial Code (provisions of Act no. 513/1991 Coll., Commercial Code, as amended) and Act no. 367/2000 Coll. (the Act that amends Act no. 40/1964 Coll., Civil Code, as amended)].

## WARRANTY TERMS FOR BUSINESS PARTNERS

Business partner = retailer = dealer, distributor  
Manufacturer = RP Climbing s. r. o.

A warranty period of 6 months applies to all products.

The warranty period begins on the day when the product is received by the retailer (if the product is not collected personally, the receipt of the product means the moment when the product is handed over to the parcel delivery company) unless the manufacturer and the retailer have previously agreed otherwise.

Complaints, including defect elimination, shall be settled without any unnecessary delay within 30 days of the manufacturer receiving the complaint.

The warranty period shall be extended by the time for which the product was under warranty repair.

In the case of product replacement the purchaser shall be given a new warranty period, whose length is determined by the manufacturer in compliance with the provisions of the law in force.

Warranty terminates if the warranty period for the returned product expires before the complaint.

The delivery company is liable for defects caused by it and it is necessary to fill in the delivery company's complaint form on the spot upon receipt or not to accept delivery.

### 1. Products under warranty

The retailer shall return the product along with the receipt or invoice or another document (e.g. delivery note) or its copy proving the purchase of the product sold / manufactured by RP Climbing s. r. o.

For the returned product it is necessary to fill in the electronic or printed complaint form that can be found at [www.ocun.com/service](http://www.ocun.com/service). If necessary, the retailer may also use a form of their own.

In the complaint form, the retailer shall fill in the mandatory fields and send the complaint to RP Climbing s. r. o. by e-mail or by post or the form may be sent along with the returned product. Otherwise the complaint will be solved in accordance with the law.

Depending on the particular kind of defect the retailer may require – in accordance with the warranty terms – that the faulty product be repaired or replaced by a new one or they may withdraw from the contract and require that the purchase price be returned to them. *(No postage or packing charges can be returned to the retailer within the complaint procedure.)*

The warranty does not apply to the wear and tear to the product caused by its ordinary use, failure to observe the manufacturer's instructions included in the instructions manual – especially by its use under such conditions that are not suitable for the particular product (e.g. unsuitable temperatures, humidity, chemical environment or mechanical influences of the environment) –, improper



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treatment or lack of treatment etc. Neither does the warranty apply if the product has been damaged by the elements or if damaged mechanically (by its falling, violent damage, etc.).

#### **Conditions of accepting products for warranty repair:**

The complaint procedure may not be begun without the properly filled-in complaint form.

The retailer may not make any repairs without the prior written consent of the manufacturer until the complaint procedure has been completed. If they do so, they may not demand the reimbursement of the repair costs from the manufacturer.

The complaint settlement period shall be suspended if the retailer has not received all the documents necessary for settling the complaint. In such a case the manufacturer is obligated to request the retailer to provide the documents as soon as possible. The complaint settlement period is suspended from that date until the retailer provides the manufacturer with the requested documents.

The product shall be clean, dry, sanitary and complete. Otherwise the manufacturer may return the product to the customer immediately without beginning the complaint procedure.

Climbing shoes shall not be packed in a plastic bag because they become damp, reek and therefore are not sanitary.

It is suitable to put the product in the original packaging but the purchaser is not obligated to do so.

## **2. Sending the returned product**

The retailer may file a complaint at the manufacturer's premises:

**RP Climbing s.r.o.; Hrnčířská 1557, 295 01 Mnichovo Hradiště; Česká republika**, or in the network of shops whose list can be provided by our customer service upon request.

German consumers may return products to the German collecting depot:

**Mailbox.com; RP Climbing – ID3694; Dresner Strasse 9; DE-02763 Zittau; Germany.**

As a standard the services of contractual delivery companies (GP, Dachser, DPD, etc.) are used. The choice is entirely on the sender.

Returned products for which the complaint has been settled shall immediately be sent by the manufacturer to the retailer. For large and bulky products it is necessary to make an agreement about the way of transport, packing and place of delivery beforehand.

Postage for complaints shall always be paid by the sender.

If the retailer does not accept delivery of the product and does not respond to repeated requests for taking delivery, the manufacturer may charge the retailer additional costs connected with repeated delivery.

## **3. Exception in the Complaint Procedure**

An exception when the product to be returned must not be sent back to the manufacturer is the case when the product cannot be repaired – should be disposed of – and sending it to RP Climbing's complaints department for assessment would be overly expensive with regard to the price of the product (this concerns especially purchasers from countries outside the EU, from overseas, etc.)

In such a case the retailer shall fill in the complaints form at [www.ocun.com/service](http://www.ocun.com/service) and attach detailed photo documentation of the product, which must clearly show the defect.

Such a way of settling a complaint depends entirely on the manufacturer's assessment and may not be demanded by the customer without the manufacturer's consent.

## **4. Complaints Settlement**

The manufacturer shall notify the retailer of receiving the returned product and after the complaint is settled, the manufacturer shall notify the complaining party of sending the product back to them.

The manufacturer shall solely use the contact information included in the complaints form.

After proper settlement of the complaint the retailer shall also receive a settled complaint statement. That shall be kept by the retailer for the warranty period in case another complaint is filed.



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If it is proved that the complaint is not legitimate (see the conditions in article 1), the manufacturer may charge the retailer all the costs incurred in connection with settling the complaint, including postage.

## **5. Warranty Conditions**

The manufacturer guarantees the retailer that the products comply with the purchase contract when they are received by the retailer, i.e. the products are in the required volume and flawless and have the quality and capabilities specified by the manufacturer or quality and capabilities typical for the particular kind of products, unless the manufacturer and the retailer have agreed otherwise in advance.

## **6. Non-Compliance with the Purchase Contract**

Non-compliance with the purchase contract that occurs within six months of product acceptance is deemed to have existed upon product acceptance unless it contradicts the character of the product or unless the opposite is proved.

That does not apply if the retailer knew about the non-compliance with the purchase contract before accepting the product or if they caused the non-compliance themselves. The cases of contradicting the character of the product include particularly changes of the product's properties as a result of a natural change of the material or as a result of wear and tear.

## **7. Receipt of Delivery**

Upon receiving a consignment delivered by a delivery company, the consignee shall visually check the consignment before accepting it.

If the consignment is obviously damaged, the recipient shall include a notification of damage in the driver's delivery record and fill in a complaint form with the driver. If the driver does not have a complaint form, it is possible to write a record of damage, including all necessary information, on a blank sheet of paper. The recipient is also obligated to send this information to the manufacturer by e-mail within 48 hours of consignment delivery. As a last resort the recipient does not have to accept the consignment and the complaint shall then be filed with the delivery company by the sender.

## **8. Inspection Period**

The manufacturer provides the retailer with a period of seven calendar days for a quality and quantity inspection of the products.

If the recipient finds any non-compliance in the consignment, they shall inform the manufacturer without any unnecessary delay – within seven calendar days of receiving the consignment. If this period is exceeded, the recipient's right for filing a complaint shall become ineffective.

## **9. Contact Information for Complaints**

Information about the progress of complaints can be obtained at the following address:

RP Climbing spol. s r.o.  
Hrnčířská 1557  
295 01 Mnichovo Hradiště  
Telefon: +420 326 211 716  
[reklamace@ocun.com](mailto:reklamace@ocun.com)  
[www.ocun.com](http://www.ocun.com)