

COMPLAINTS PROCEDURE

for AAA AUTO International a.s., with its registered office at Dopraváků 874/15, 184 00, Praha 8 - Čimice, ID no.: CZ699002719, registered in the Commercial Register administered by the Prague Municipal Court, Section B, File 8578 (hereinafter referred to as "AAA AUTO")

Liability of AAA AUTO International a.s. for Car Defects and Legal Warranty

1. The company AAA AUTO is liable for car defects to the extent of generally binding legislation pursuant to the provisions of Section 422 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended. In these cases where the buyer is a natural person not acting within their trade or other business activities or as an independent professional (hereinafter referred to as the "consumer"), the buyer's rights with regard to the liability of AAA AUTO for car defects become void if the buyer does not exercise this right in the time stipulated by the generally binding legislation, and within **12 months** from the date of receiving the car by the buyer, if according to generally binding legislation, the time for exercising these rights is longer than 12 months after receiving the car.

2. The buyer is fully aware and understands that AAA AUTO sells used cars and therefore, in accordance with legal provisions, is not liable:

- a) for defects caused by wear and tear which the car has at the moment the buyer receives it;
- b) for defects arising after the buyer receives the car;
- c) for defects the buyer has been expressly warned about; and
- d) for defects the buyer knew or must have known about on concluding this agreement, from the personal inspection of the motor vehicle or the test-drive taken, i.e. clearly visible defects.

For the purpose of thoroughly checking the technical condition of the purchased motor vehicle, AAA AUTO provides the opportunity to the buyer to inspect it at the AAA AUTO service area with the participation of the buyer's own specialist and professionals from AAA AUTO.

3. AAA AUTO provides a legal warranty to the buyer that the car purchased does not come from criminal activity, that prior to selling it to the buyer, there were no unauthorised changes made, or unauthorised handling of the chassis number and the engine number, and at the time of sale the car is not encumbered by a lien right, and that the car is not leased at the time of its sale. Otherwise the buyer is entitled to withdraw from the concluded purchase agreement and AAA AUTO returns the purchase price to the buyer of the car under the conditions given below in point 7 of this complaints procedure.

4. The legal warranty given in paragraph 3 above is provided by AAA AUTO for the duration of the car's lifespan. Rights from this warranty are not transferable to a third party and can only be applied to AAA AUTO by the buyer.

5. AAA AUTO also provides a warranty to the buyer that the car has not been damaged by flooding, mainly that the car has not been left standing on flooded ground for a longer period, that it has not been under water, and the interior has not been clogged with mud and sediment from flooding, which would stop the electrics and other equipment in the car from working. Otherwise the buyer is entitled to withdraw from the concluded purchase agreement.

6. AAA AUTO also provides a warranty to the buyer that the car can be registered with a new owner in the Czech Republic and that it will not prevent any records at the applicable government authority. This guarantee relates expressly to the Czech Republic, whereas AAA AUTO does not provide administrative acts related to exporting the car and its records outside of the Czech Republic.

7. In the event of the buyer withdrawing from the purchase agreement, AAA AUTO returns the buyer the purchase price for the car, against the buyer returning the car to AAA AUTO's premises in the condition it was received from AAA AUTO, subject to normal wear and tear, together with all accessories and parts. In the event of withdrawing from the purchase agreement, the buyer is not entitled to have costs refunded by AAA AUTO for returning the car, unless it was a reasonable withdrawal arising from exercising rights from liability for defects. The buyer is not entitled to interest on the money returned by AAA AUTO. Rights from this warranty are not transferable to a third party and can only be applied to AAA AUTO by the buyer.

8. If AAA AUTO has arranged conclusion of an insurance policy to insure mechanical and electrical defects

of the car between the buyer and the applicable insurance company, the insurance premium from this policy was paid by AAA AUTO in such a way that it provided a discount to the buyer on the purchase price for the car amounting to the insurance premium. If the insurance policy expires or in any other situation where the insurance premium is refunded, the insurance premium will be returned to AAA AUTO, not the buyer, for the reason stated above.

Complaints Proceedings

1. The buyer is obliged to exercise the right from the liability of AAA AUTO for car defects and notify AAA AUTO of these defects without undue delay upon finding the defect or could find with due diligence.

Meanwhile, the buyer proceeds as follows:

- in any premises of AAA AUTO where receipt of a claim is possible with regard to the range of goods or provided services sold, by writing out a claim report with an authorised AAA AUTO employee, in which the reason is given for the claim, describing the defects to the motor vehicle in detail and giving the method of settling the claim requested;
- thoroughly and truthfully fills out all the points in the submitted claim report – a form; and
- upon request by AAA AUTO, supplies the necessary documentation or delivery of the motor vehicle and provides all cooperation in the settling of the claim.

2. AAA AUTO accepts the claim by the buyer based on a written claim report, which is properly registered in the records of complaints. On making a claim, the buyer is obliged to provide AAA AUTO with the maximum possible cooperation, which consists mainly of: delivering the motor vehicle for inspection to the AAA AUTO premises, in presenting the necessary documents for the motor vehicle in question (technical certificate, service book, usage manual, etc.) and other cooperation according to circumstances. If the buyer does not provide this cooperation, or refuses to provide it, the seller is therefore not able to properly settle the claim, as a result of which AAA AUTO is not liable for any subsequent damages arising or the additional costs for the buyer. AAA AUTO, in this case, is not liable for not settling the claim by the buyer properly and in a timely manner.

3. The buyer is entitled to exercise the right from the liability of AAA AUTO for the car defects at any AAA AUTO premises at the AAA AUTO claims department, which assesses and handles every claim by the buyer concerning a defect with the car for which AAA AUTO is liable, without undue delay.

4. If the agreement is breached significantly with the supply of a car with defects, the buyer can:

- a) request the removal of defects by supplying spare parts for defective goods, supplying missing goods and request the removal of legal defects,
- b) request removal of defects by repairing the goods, if the defects are repairable,
- c) request an adequate discount on the purchase price, or
- d) withdraw from the agreement.

The choice for the buyer between the entitlements given in paragraph 1 applies only if AAA AUTO is notified in a timely manner by sending a notice of defects or without undue delay after this notification. If the buyer does not give notification of the choice of entitlement in the period given in paragraph 2, the claim from defective goods is like with a minor breach of the agreement (see art. 7).

5. A substantial breach of the agreement pursuant to the previous paragraph is understood to be if a party breaching the agreement knows while concluding the agreement or at this time it was reasonable to predict with regard to the purpose of the agreement, which arose from its contents or from circumstances under which the agreement was concluded, that the other party will not be interested in fulfilling their obligations with such a breach of the agreement. In case of any doubt, a breach is not considered substantial.

6. The buyer may not change a claim made without the consent of AAA AUTO. If the seller does not remove the defective goods within the legally stipulated time or does not notify the buyer prior to the deadline that it will not be removing the defects, the buyer may withdraw from the agreement or request an adequate discount on the purchase price.

7. If there is a minor breach of the agreement by supplying a car with defects (see no. 5), the buyer may request either removal of the defective goods or a discount on the purchase price. If the buyer requests removal of the car's defect, no other claims on defective goods, except a claim for payment of damages, can be made prior to the expiry of the legally stipulated time, which the seller must have provided for this purpose, unless the seller notifies the buyer that it will not be fulfilling its obligations in this period.

If the seller does not remove the defective goods in the time arising from the previous paragraph, the buyer may exercise the right to a discount on the purchase price or withdraw from the agreement. The buyer may not change the selected claim without the seller's consent.

8. If the buyer exercises a claim, AAA AUTO is obliged to inform the buyer of their rights. Based on the decision of the buyer about which of the claims provided will be exercised, AAA AUTO is obliged to determine the period necessary for settling the claim, which will be in accordance with point 9 (a maximum of 30 days). AAA AUTO reserves the right to suggest a change to the method of settling a claim in justified cases, about which it duly informs the buyer.

9. AAA AUTO will handle claims immediately, or in complicated cases, within three working days. This deadline does not include the period necessary for professional assessment of the defect. A claim, including removal of a defect, must be settled without delay, and within 30 days of exercising the claim. Upon expiry of this deadline, the consumer has the same rights as with a defect which cannot be removed. However, AAA AUTO guarantees a maximum length for settling a claim or complaint of 30 days.

10. AAA AUTO informs the buyer about the settling of a claim by phone, email or post within the time for settling a claim. Until this time, it is not considered to have been settled. If rejecting a claim, this decision will be justified in the claim report.

11. The method of settling a claim is understood to be ending the complaints procedure:

- handing over the repaired car;
- car exchange;
- refunding the purchase price of the car / withdrawing from the purchase agreement;
- payment of an adequate discount on the purchase price of the car;
- written demand to accept performance;
- justified rejection of the claim.

12. AAA AUTO issues a written confirmation to the buyer about the date and method of settling the claim, including a confirmation of carrying out repairs and their duration, or a written justification of their rejection of the claim, within 30 days of it being properly made.

13. The buyer is entitled to payment of necessary costs arising in relation to justifiably exercising rights from the liability for defects if AAA AUTO is liable for these defects.

**This complaints procedure has been discussed with:
SOS – Consumers Defence Association**

This is confirmed by the unique SAOP logo granted for carrying out the SOS – Consumers Audit of Terms and Conditions, which you can find on www.spotrebitele.info/audit/audit.php?id=8295. In the event of any uncertainty regarding this complaints procedure or dissatisfaction with the conduct of the operator, you can contact SOS by phone on the SOS advice line 900 08 08 08 (CZK 8/min), by email to saop@spotrebitele.info or in writing, to the following address: Mečová 5, 602 00 Brno.